

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

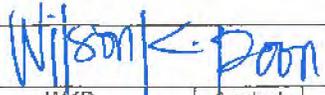
To: The Mayor and Council		Date: 06-25-15	C.D. No. All	CAO File No.: 0150-09014-0003			
Contracting Department/Bureau: Public Works/Sanitation			Contact: Ernesto Libunao, (310) 648-5319				
Reference: Transmittal from the Board of Public Works dated June 9, 2015; referred for report on June 9, 2015.							
Purpose of Contract: To operate and maintain the Terminal Island Renewable Energy (TIRE) Project.							
Type of Contract: () New contract (X) Amendment			Contract Term Dates: Three years with an option to extend for an additional two years for a total term of five years.				
Contract/Amendment Amount: \$31,287,555							
Proposed amount \$31,287,555 + Prior award(s) \$26,932,952 = Total \$58,220,507							
Source of funds: Sewer Construction and Maintenance Fund No. 760							
Name of Contractor: GeoEnvironment Technologies, LLC (formerly known as Terralog Technologies USA, Inc.)							
Address: 332 East Foothill Boulevard, Arcadia, CA 91006							
	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose	X			a. Equal Employmt. Oppty./Affirm. Action	X		
2. Appropriated funds are available	X			b. Good Faith Effort Outreach**	X		
3. Charter Section 1022 findings completed	X			c. Equal Benefits Ordinance	X		
4. Proposals have been requested			X	d. Contractor Responsibility Ordinance	X		
5. Risk Management review completed	X			e. Slavery Disclosure Ordinance	X		
6. Standard Provisions for City Contracts included	X			f. Bidder Certification CEC Form 50	X		
7. Workforce that resides in the City: 10%				*N/A = not applicable ** Contracts over \$100,000			

COMMENTS

In accordance with Executive Directive No. 3, the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), is requesting authority to execute the Third Amendment to Contract No. 109787 with GeoEnvironment Technologies, LLC (GeoEnvironment) for the operation and maintenance of the Terminal Island Renewable Energy (TIRE) project. The Third Amendment will extend the term by three years with an option to extend for two additional years (for a total term of five years) and increase the cost ceiling by \$31,287,555, from \$26,932,952 to \$58,220,507. Pursuant to Los Angeles Administrative Code Section 10.5(b), Council approval is required to execute the Third Amendment as the term of the contract exceeds three years.

Background

The City's four wastewater treatment facilities process 550 million gallons of wastewater per day and produce 700 wet tons of biosolids per day. Biosolids are the nutrient-rich organic materials resulting from the wastewater treatment process. The land application of biosolids improves soil properties and stimulates plant growth. As such, the Bureau sends approximately 500 wet tons of biosolids per day to the City's Green Acre Farm in Kern County for land application. However, with the pending legal challenges on the land application of biosolids at Kern County, the Bureau has been committed to finding alternative ways of beneficially reusing biosolids. On July 7, 1999, the Board authorized the Bureau to distribute and advertise a Request for Proposals for Economical Approaches to Class A Biosolids. The Bureau received five proposals and selected GeoEnvironment's TIRE project.

			
WKP	Analyst	06150182	Assistant CAO
		City Administrative Officer	

The TIRE project involves the injection of Class A biosolids and digested sludge, also known as bio-slurry fracture injection, into abandoned or depleted oil reservoirs or other geological formations at a depth of over 5,000 feet, as another alternative for managing the City's biosolids. Through thermal treatment and biodegradation, the materials convert to methane gas and are recovered in adjacent wells as a renewable energy source. The benefits of the TIRE project include the production of green renewable energy, reduction of gas emissions from reduced transportation of biosolids, and the sequestration of carbon dioxide. The project scope includes drilling and installation of injection and monitoring wells, injection facility operations and maintenance, engineering support, and related management support such as data analysis, reporting and documentation, and licensing to the City for the ongoing use of the vendor's technology.

On May 15, 2006, the Bureau executed Contract No. 109787 with GeoEnvironment to develop the infrastructure for deep well injection for a term of three years at a cost not to exceed \$3,036,000. On November 6, 2006, the Bureau obtained a five year permit from the Environmental Protection Agency (EPA) to perform deep well bio-slurry injection on a demonstration basis and on December 23, 2013, the EPA extended the demonstration period for an additional five years. The contract was first amended on September 28, 2007 to increase the cost ceiling by \$4,876,000, from \$3,036,000 to \$7,912,000, to cover the higher cost of drilling and monitoring and revise the scope of work to include project start up and testing. The contract expired on May 14, 2009 and the Board approved interim contract extensions to continue the project within budgeted funds until the Second Amendment was approved by Council (C.F. 10-0070) and executed on March 1, 2010. The Second Amendment allowed for the continued operation and testing to determine the project's viability over the permit period and granted the City rights to the vendor's present and future technology utilized toward the TIRE project. The Second Amendment increased the cost ceiling by \$19,020,952, from \$7,912,000 to \$26,932,952, and extended the contract by 47 months with two two-year renewal options. The 47-month term expired on January 31, 2014 and on February 19, 2014, Council (C.F. 14-0116) approved the first two year extension with no increase to the cost ceiling. To date, the Bureau has expended \$24,464,578 (or 91 percent) of the existing cost ceiling and is requesting to execute the Third Amendment to increase the term by five years and increase the cost ceiling by \$31,287,555, from \$26,932,952 to \$58,220,507.

Compensation and Source of Funds

The Third Amendment will modify the compensation method from a fixed monthly fee to a more cost effective fee based on the tonnage of biosolids injected. The current fixed monthly fee of \$235,801 is comprised of an injection fee of \$177,359 and a structured fee of \$58,442. The injection fee covers the cost for supplying personnel and equipment to inject at the rate of 200,000 gallons of digested sludge and 88 wet tons of biosolids per operating day. The structured fee covers all patent and license fees and the costs for well monitoring, engineering, sampling, maintenance, and reporting as required by the EPA. Under the Third Amendment, GeoEnvironment will be paid \$76 per wet ton injected for the first 150 wet tons per operating day and \$61 per wet ton for any amount greater than 150 wet tons per operating day. The cost per ton fee will cover all the costs previously covered under the injection and structured fees. Under this new fee structure, the cost to inject 200,000 gallons (equivalent to 53.6 wet tons) of digested sludge and 88 wet tons of biosolids per operating day is \$215,232 per month, which is approximately \$20,000 less than the current monthly fee. The cost per ton will be annually adjusted to reflect changes in the Consumer Price Index (CPI) and shall be limited to a maximum of five percent.

The following table shows the actual and projected expenditures for the term of this contract and the calculation of the new cost ceiling:

Contract Year	Fiscal Year	Actual Expenditures	Projected Expenditures	Purpose
1	2003-04	\$ 800,000		
2	2004-05	1,200,000		
3	2005-06	1,966,680		
4	2006-07	340,000		
5	2007-08	1,472,000		
6	2008-09	1,179,410		
7	2009-10	4,161,311		
8	2010-11	3,027,000		
9	2011-12	2,902,475		
10	2012-13	3,219,114		
11	2013-14	3,594,419		
12	2014-15	2,848,725		
12	2014-15		\$ 113,448	<i>Projected remaining expenditures.</i>
13	2015-16		10,610,074	Contingency funds and \$7.0 million in capital costs for deepening of three wells, modification to the high pressure pumping system, modifications to the pad and sump, and installation of a gas recovery system.
13	2015-16		3,504,306	Assumes daily injection of 200 wet tons.
14	2016-17		4,009,523	Assumes daily injection of 200 wet tons and maximum five percent CPI adjustment.
15	2017-18		4,209,999	Assumes daily injection of 200 wet tons and maximum five percent CPI adjustment.
16	2018-19		4,420,499	Assumes daily injection of 200 wet tons and maximum five percent CPI adjustment.
17	2019-20		4,641,524	Assumes daily injection of 200 wet tons and maximum five percent CPI adjustment.
TOTAL		\$ 26,711,134	\$ 31,509,373	
TOTAL ACTUAL AND PROJECTED COSTS			\$ 58,220,507	

* It should be noted that the contract year and fiscal year cycles do not overlap and projected expenditures are based on a projected contract year cycle of May 1 through April 30.

Funding for the Third Amendment will be provided from the Sewer Construction and Maintenance Fund and sufficient funds are available to support the first year costs of the Third Amendment. Future year costs will be allocated through the City's annual budget process, which is subject to Mayor and Council approval as well as the availability of funds. The Third Amendment includes a Financial Liability Clause, which limits the City's financial obligation to the extent of appropriations for this purpose.

Status of the TIRE Project

Currently, the Bureau is injecting approximately 150 tons per day of bio-slurry material, which includes four truckloads of biosolids from the Hyperion Treatment Plant, into one well. The project is producing and capturing methane gas, but not in sufficient quantities for extraction. The Third Amendment will expand the project to two wells to increase the volume of bio-slurry injected in order to produce sufficient methane gas for extraction and conversion to renewable energy. The Bureau annually evaluates opportunities for City forces to assume operation and maintenance of the TIRE project. At this time, the Bureau reports that it does not have the staff to take over the project.

The Council had previously expressed concerns regarding methane gas leaks in the City and on April 11, 2014, Council (C.F. 14-0469) adopted a Motion (Koretz-Fuentes) instructing the Bureau to report back on steps to identify and control methane gas leaks at City landfills. For the TIRE project, Articles 14 and 24 of the original contract requires GeoEnvironment to comply with all Federal, State, and local code requirements and industry standard practices that include monitoring for various gases that can be flammable or noxious. All the wells and piping systems at the TIRE site are monitored for leaks of any kind and the pressure of the wells are monitored continuously and logged into the Bureau's data management system and available on the TIRE project website.

Summary of Third Amendment Changes

The Third Amendment will not change the scope of work but will extend the term of the contract by an additional five years and increase the cost ceiling by \$31,287,555. The other significant changes included in the Third Amendment are as follows:

- Updating the name of the contractor from Terralog Technologies USA, Inc. to GeoEnvironment Technologies, LLC;
- Adding a provision that requires GeoEnvironment to submit monthly subcontractor utilization reports and provide explanation on any items that fall short of the planned utilization amounts;
- Adding Articles 44-46 to ensure compliance with the City's First Source Hiring Ordinance, City Charter Section 470(c)(12) regarding limitations on campaign contributions and fundraising, and the Iran Contracting Act of 2010; and
- Adjusting the compensation method from a fixed monthly fee to a monthly fee based on the average tonnage of biosolids injected (Exhibit B).

Compliance with City Contracting Requirements

On June 12, 2014, the Personnel Department determined that City employees do not possess the expertise to perform the work to be contracted and the contract extension is required to allow the contractor to complete work already in progress. GeoEnvironment has continued to comply with all City contracting requirements and the City Attorney has approved the Third Amendment as to form.

RECOMMENDATION

That the Council authorize the Board of Public Works, on behalf of the Bureau of Sanitation, to execute the Third Amendment to Contract No. 109787 with GeoEnvironment Technologies, LLC for continued operation and maintenance of the Terminal Island Renewable Energy (TIRE) Project.

FISCAL IMPACT STATEMENT

There is no General Fund impact as the Third Amendment will be fully funded from the Sewer Construction Maintenance Fund. Funds in the amount of \$3,306,509 are available towards the first year costs of the Third Amendment and subsequent year funding will be provided through the City's annual budget process, which is subject to Mayor and Council approval. Additionally, the Third Amendment includes a Financial Liability Clause limiting the City's financial obligation to the extent of appropriations for this purpose. The recommendation in this report complies with the City's Financial Policies as sufficient revenues are available to support current year expenditures.

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

June 9, 2015

OFFICE OF THE BOARD OF PUBLIC WORKS

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FERNANDO CAMPOS
EXECUTIVE OFFICER

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JUN 15 PM 4:28
ADMINISTRATIVE OFFICER

Mayor Eric Garcetti
Room No. 305

City Hall
Attn: Mandy Morales

#1 BOS/BCA
(of 4/27/2015)

Subject: AUTHORITY TO EXECUTE AMENDMENT NO. 3 TO PERSONAL SERVICES CONTRACT WITH GEOENVIRONMENT TECHNOLOGIES, LLC. FOR SPECIALIZED EXPERT ASSISTANCE IN DEVELOPING THE TERMINAL ISLAND RENEWABLE ENERGY (TIRE) PROJECT

As recommended in the accompanying report of the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works requests approval and forwarding to the City Council for approval and authorization to execute Amendment No. 3 to Personal Services Contract No. C-109787 with GeoEnvironment Technologies, LLC. to increase the ceiling cost from \$26.93 million to \$58.22 million with special funding from the Sewer Construction Maintenance and Operating fund, and extend the term of the contract for an additional three years with an option to extend for two terms, one year per term.

FISCAL IMPACT

Financing for Amendment No. 3 to Personal Services Contract C-109787 will be requested through the Hyperion Treatment Plant (HTP) and Terminal Island Water Reclamation Plant (TIWRP) annual Operation and Maintenance budgets. There is no general fund impact resulting from this contract amendment. This contract amendment is funded by the Sewer Construction Maintenance and Operation (SCMO) Fund 780, Account 50LX82, Object 304.

Respectfully submitted,

Fernando Campos, Executive Officer
Board of Public Works

FC:mp



DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
April 27, 2015

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
APR 27 2015


Executive Officer
Board of Public Works

CD: ALL

AUTHORITY TO EXECUTE AMENDMENT NO. 3 TO PERSONAL SERVICES CONTRACT NO. C-109787 WITH GEOENVIRONMENT TECHNOLOGIES, LLC. FOR SPECIALIZED EXPERT ASSISTANCE IN DEVELOPING THE TERMINAL ISLAND RENEWABLE ENERGY (TIRE) PROJECT

RECOMMENDATIONS

Authorize the Director of the Bureau of Sanitation (LA Sanitation) to:

1. Approve and forward this report with transmittals to the Mayor and the City Council with the request that the Board of Public Works (Board) be authorized to execute Amendment No. 3 to Personal Services Contract No. C-109787 with GeoEnvironment Technologies, LLC. (GeoEnvironment) to increase the ceiling cost from \$26.93 million to \$58.22 million with special funding from the Sewer Construction Maintenance and Operating fund, and extend the term of the contract for an additional three (3) years with an option to extend for two terms, one year per term;
2. Upon the Mayor's and City Council's authorization, the President or two (2) members of the Board will execute the amendment; and
3. Return the executed contract amendment to LA Sanitation for further processing. Contact Ernesto Libunao at (310) 648-5319 to arrange for pick up.

TRANSMITTALS

1. Copy of LA Sanitation and Bureau of Contract Administration Joint Board Report No. 1, adopted on March 13, 2006, authorizing execution of a personal services contract with GeoEnvironment (previously known as Terralog Technologies USA, Inc.).
2. Copy of LA Sanitation and Bureau of Contract Administration Joint Board Report No. 1, adopted on August 29, 2007, authorizing execution of Contract Amendment No. 1 to Contract No. C-109787.
3. Copy of the Board Motion, adopted on May 11, 2009, approving the extension of the existing contract on a month-to-month basis for a period not to exceed three (3) months until the proposed Amendment No. 2 to Contract No. C-109787 is fully executed.
4. Copy of LA Sanitation and Bureau of Contract Administration Joint Board Report No. 1, adopted on August 14, 2009, authorizing execution of Contract Amendment No. 2 to Contract No. C-109787.
5. Copy of LA Sanitation and Bureau of Contract Administration Joint Board Report No. 1 adopted on December 23, 2013, exercising the option to extend Contract Amendment No. 2 for two years.
6. Copy of the proposed Contract Amendment No. 3 with GeoEnvironment. Originals will be delivered to the Board Office when Ernesto Libunao, at (310) 648-5319, is notified that the contract amendment is ready for execution.

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FISCAL IMPACT STATEMENT

Financing for Amendment No. 3 to Personal Services Contract C-109787 will be requested through the Hyperion Treatment Plant (HTP) and Terminal Island Water Reclamation Plant (TIWRP) annual Operation and Maintenance budgets. There is no general fund impact resulting from this contract amendment. This contract amendment is funded by the Sewer Construction Maintenance and Operation (SCMO) Fund 760, Account 50LX82, Object 304.

DISCUSSION

Background

In July 1999, the City of Los Angeles (CITY) released a Request for Proposals (RFP) to solicit the best available technology at the most competitive price to transform CITY biosolids from Class B into Class A or greater rating. In January 2001, the CITY began negotiations with GeoEnvironment (formerly known as Terralog) for a pilot project agreement in connection with their proposal. GeoEnvironment proposed the pilot project with placement of biosolids in deep geological formations at the TIWRP. During the period of 2001-2006, GeoEnvironment and the CITY jointly negotiated with United States Environmental Protection Agency (USEPA) for a demonstration permit to inject biosolids into a deep well formation under the TIWRP. On March 13, 2006, the Board authorized execution of an agreement with GeoEnvironment (Contract C-109787) to develop the TIRE project (Transmittal No. 1). Under this agreement, GeoEnvironment designed, procured, and managed the drilling of two (2) wells. On November 6, 2006, the USEPA granted the CITY a five-year pilot project permit (UIC Permit No. CA5060001) to inject biosolids at TIWRP.

The Board authorized execution of the first amendment to Contract No. C-109787 on August 29, 2007 with GeoEnvironment to include a six-month start-up period and to increase the cost ceiling of the contract from \$3,036,000 to \$7,912,000 (Transmittal No. 2). During this time, GeoEnvironment installed equipment and began operation on June 1, 2008. Services were authorized by the Board and continued on May 11, 2009 on a month-to-month basis until the proposed contract Amendment No. 2 to agreement C-109787 was fully executed (Transmittal No. 3).

On August 14, 2009, the Board approved execution of Amendment No. 2 (Transmittal No. 4). Subsequent to the approval by the Board, the City Attorney's Office requested the addition of the Patent License Agreement to the contract agreement. The Patent License Agreement would grant to the CITY an irrevocable, non-exclusive and non-transferrable license to all rights that GeoEnvironment or its Assignee, now possess, or may hereafter acquire, to utilize the technology being used and developed for the TIRE project. This Amendment was for 47 months and raised the contract cost ceiling from \$7,912,000 to \$26,932,952. During this time, GeoEnvironment completed the drilling of one additional well at TIWRP.

On September 16, 2009, GeoEnvironment informed the City of their company's reorganization to focus exclusively on the injection services to the Municipal Service Industry, including ongoing operations of the TIRE project.

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The USEPA issued a second permit (UIC Permit No. R9UIC-CA5-FY11-3R CA) effective December 23, 2013 authorizing the injection of biosolids for an additional period of five (5) years. Then on January 31, 2014, at the completion of the original contract and Amendment periods, and per terms of the contract, GeoEnvironment granted an irrevocable, non-exclusive and non-transferrable right and license to the CITY to use the Licensed Property, in the form of the Patent License Agreement.

On December 23, 2013, the Board authorized the extension of Amendment No. 2 for two years for the period January 31, 2014 until January 31, 2016. (Transmittal No. 5). The extension was used while waiting for the issuance of a second permit from the USEPA and to give time to process Amendment No. 3.

Scope of Work

Currently, the Bureau is injecting approximately 150 wet tons per operating day of bio-slurry material, which includes four truckloads of biosolids from Hyperion Treatment Plant and approximately 53 equivalent wet tons of digested sludge from Terminal Island Water Reclamation Plant into one of the existing wells. To date, over 280 million gallons of bio-slurry has been successfully injected in the injection well. With the new Environmental Protection Agency (EPA) permit, LA Sanitation is planning to expand the project to increase the volume of bio-slurry injected. This would be accomplished through a dual well operation with EPA approval.

The proposed Amendment No. 3 to this contract will authorize GeoEnvironment to continue to provide the injection services, engineering support, and monitoring and reporting of the progress of the pilot study to the EPA for an additional five (5) years (3+1+1) and increase the contract cost ceiling from \$26.93M to \$58.22M to cover the five-year duration of the Amendment. There is no change to the scope of services with the original contract.

Cost Estimate

The total cost ceiling for this contract from May 15, 2006 until the end of Amendment No. 3 is estimated at \$58.22 million.

Justification for Amendment No. 3

This Amendment No. 3 to Contract No. C-109787 will allow the CITY to continue the biosolids injection and testing for an additional period of five (5) years (3+1+1). This activity would continue to prove the viability of the process during the extended EPA permit period. The TIRE project has the potential to open doors to a new innovative option for biosolids management and wastewater byproducts as a renewable resource in an environmentally safe manner. The benefits of this project include the potential production of green renewable energy, reduction of gas emissions resulting from reduced transportation of biosolids, and the sequestration of carbon dioxide.

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In addition, GeoEnvironment has provided satisfactory services to the CITY since the execution of its original contract and has proven that they are a reliable contractor.

MBE/WBE/OBE Subcontractor Outreach Program

The MBE and WBE participation levels established by the CITY in the original RFP were 18 percent and 4 percent, respectively. At contract award, GeoEnvironment pledged 0 percent MBE, 0 percent WBE and 0 percent OBE. As part of Amendment No. 1, GeoEnvironment pledged 0 percent MBE, 0 percent WBE and 33.38 percent OBE participation. As part of Amendment No. 2, GeoEnvironment pledged 0 percent MBE, 0 percent WBE and 25.99 percent OBE participation. As of September 30, 2014, GeoEnvironment has achieved 0 percent MBE, 0 percent WBE and 27.58 percent OBE participation. With this Amendment, the pledged participation levels will be 0.02 percent MBE, 0 percent WBE and 18.18 percent OBE.

Gender/Ethnicity Codes:

C = Caucasian SAA = Subcontinent Asian American
 NA = Native American APA = Asian Pacific American
 AA = African American HA = Hispanic American
 M = Male F = Female

As of September 30, 2014, the achieved subconsultant participation for GeoEnvironment is as follows:

NAME OF SUBCONTRACTOR	MBE/ WBE/ OBE	GENDER/ ETHNICITY	INVOICED TO DATE	PARTICIPATION TO DATE
Alameda Construction Services	MBE	M/AA	\$0	0.00%
Noriega Pipeline Inc.	MBE	M/HA	\$840	0.00%
A-1 Coast Rentals	OBE		\$ 28	0.00%
American Construction & Engineering Inc.	OBE		\$ 8,665	0.03%
Accu-Cut	OBE		\$ 13,150	0.05%
Aguilar Testing Services	OBE		\$ 2,651	0.01%
Aidyl Corp-Sinclair Drilling Fluids	OBE		\$ 2,544	0.01%
Avel Roll Off	OBE		\$ 288	0.00%
C.E.Allen Company (dba AllenCo)	OBE		\$ 85,176	0.34%
Baker Hughes Inteq.	OBE		\$ 95,101	0.38%
Berg Electric Corp	OBE		\$ 207,224	0.83%
Black Gold Pump	OBE		\$ 3,373	0.01%
BG Oil Tool LLC	OBE		\$ 5,828	0.02%
BJ Services Company	OBE		\$ 325,983	1.31%
Bob Hill Hydraulic Crane	OBE		\$ 1,091	0.00%
Bob-Vac Services, Inc.	OBE		\$ 154	0.00%
B&L Casing Services	OBE		\$ 29,789	0.12%
Brandt	OBE		\$30,636	0.12%
Cannon Services, LTD	OBE		\$ 2,083	0.01%
Chris Co. Bits	OBE		\$ 10,398	0.04%
Core Lab	OBE		\$ 18,113	0.07%

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CSM Metal Fabricating	OBE	\$0	0.00%
C.W. Services, Inc.	OBE	\$ 2,974	0.01%
D-MAC Electrical Contractors	OBE	\$ 26,885	0.11%
Davis-Lynch Inc.	OBE	\$ 63,124	0.25%
Dedicated Vacuum Services	OBE	\$ 28,784	0.12%
DeWitt Petroleum	OBE	\$ 4,432	0.02%
Dion and Sons, Inc.	OBE	\$16	0.00%
Downhole Stabilization	OBE	\$ 1,142	0.00%
Don Clarke	OBE	\$ 5,114	0.02%
DMW Industries, Inc.	OBE	\$ 2,861	0.01%
Dritek Professional Drilling Mgt	OBE	\$ 221,318	0.89%
Eagle Trucking and Crane Svc.	OBE	\$ 33,692	0.14%
Cameron West Coast Inc. (formerly Elco, Inc.)	OBE	\$ 221,049	0.89%
Elec Tech	OBE	\$ 206,460	0.83%
Energy Tubulars, Inc.	OBE	\$ 509,559	2.05%
Eng. Seismology Grp Canada, Inc. (ESG)	OBE	\$ 448,250	1.80%
EPIC	OBE	\$ 1,033	0.00%
Eurofins CalScience	OBE	\$225	0.00%
Falcon Fuels, Inc.	OBE	\$ 1,500	0.01%
FedEx	OBE	\$ 367	0.00%
Flat Top Enterprises, Inc.	OBE	\$ 1,091	0.00%
Gallade Chemical	OBE	\$ 4,358	0.02%
GeoDrilling Fluids Inc.	OBE	\$ 92,370	0.37%
GeoMechanics Technologies, LLC	OBE	\$ 568,097	2.28%
Goldmark Diesel International, Ltd.	OBE	\$ 300,000	1.20%
Halliburton	OBE	\$ 68,324	0.27%
Hill's Welding & Engineering	OBE	\$ 17,975	0.07%
Hogg Drilling Specialty Const. Inc.	OBE	\$ 29,840	0.12%
Howell Drilling	OBE	\$26,150	0.10%
John Guzman Trucking	OBE	\$ 4,640	0.02%
John Phillips	OBE	\$ 5,483	0.02%
Kelly Pipe Co., LLC.	OBE	\$ 132,551	0.53%
Kenai Drilling	OBE	\$ 918,922	3.69%
Key Energy Service	OBE	\$ 89,905	0.36%
Lovco Construction, Inc.	OBE	\$ 17,445	0.07%
MD Totco	OBE	\$ 22,668	0.09%
Mi Swaco	OBE	\$314,467	1.26%
Motion Industries	OBE	\$658	0.00%
Murray Plumbing and Heating Corp.	OBE	\$ 36,718	0.15%
National Oilwell Varco	OBE	\$ 12,463	0.05%
Oil Well Service Company	OBE	\$ 17,398	0.07%
Oil Field Tubulars & Supply Co.	OBE	\$ 36,491	0.15%
Pacific Petroleum	OBE	\$ 1,129	0.00%
Patriot Environmental Services	OBE	\$ 12,130	0.05%
Patriot Resources	OBE	\$ 67,627	0.27%
Pensinger's Motor Homes	OBE	\$ 15,273	0.06%

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PetroLog, Inc.	OBE	\$ 51,585	0.21%
Petroleum Solids Control	OBE	\$ 37,193	0.15%
Phillips Steel	OBE	\$ 2,531	0.01%
Pinnacle Technologies	OBE	\$ 9,944	0.04%
Postal Annex	OBE	\$ 56	0.00%
Kuster Co.	OBE	\$14,568	0.06%
Rain for Rent	OBE	\$ 18,541	0.07%
Ray Lombera & Associates	OBE	\$ 650	0.00%
Reed Hycalog	OBE	\$ 27,353	0.11%
Reliable Equipment Rental, Inc.	OBE	\$ 174,503	0.70%
Santa Clara Waste Water	OBE	\$ 795	0.00%
Schlumberger Well Services	OBE	\$ 429,596	1.72%
Scientific Drilling	OBE	\$ 25,548	0.10%
Smith Brothers Crane Rental Inc.	OBE	\$ 5,331	0.02%
Soli-Bond Inc.	OBE	\$ 136,462	0.55%
SOS Crane & Trucking	OBE	\$ 3,821	0.02%
Spectrum Geophysics	OBE	\$ 2,075	0.01%
Superior Electric Motors	OBE	\$36,545	0.15%
T & T Truck and Crane	OBE	\$ 22,684	0.09%
The Regents of the University	OBE	\$ 2,280	0.01%
Tiger Cased Hole Services Inc.	OBE	\$ 8,930	0.04%
TMG Transportation Inc.	OBE	\$ 288	0.00%
Traffic Solutions	OBE	\$ 66	0.00%
Trench Plate Rental Co.	OBE	\$ 148	0.00%
Tryad Service Corp.	OBE	\$ 77	0.00%
Tubular Inspection	OBE	\$ 2,097	0.01%
United Site Services of CA	OBE	\$ 5,386	0.02%
Variable Speed Solutions	OBE	\$840	0.00%
Weatherford US., LP	OBE	\$120,711	0.48%
Well Dynamics	OBE	\$ 273,718	1.10%
West Coast Casing LL	OBE	\$ 1,980	0.01%
Worldwide Equipment Rental	OBE	\$ 17,250	0.07%
Total MBE Participation to date		\$ 840	0.00%
Total WBE Participation to date		\$ 0.00	0.00%
Total OBE Participation to date		\$6,868,785	27.58%
Total MBE/WBE/OBE Participation to date		\$6,869,625	27.58%
Total Amount Invoiced			\$ 24,907,201.50

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With this amendment, the pledged participation levels will be as follows:

Name of Sub-consultants	MBE/ WBE/ OBE	Gender/ Ethnicity	Pledged Value	% of Contract Pledged
Alameda Construction Services*	MBE	M/AA	\$12,820	0.02%
Noriega Pipeline Inc.	MBE	M/HA	\$840	0.00%
A-1 Coast Rentals	OBE		\$28	0.00%
American Construction Management & Engineering Inc.	OBE		\$8,665	0.01%
Accu-Cut	OBE		\$13,150	0.02%
Aguilar Testing Services	OBE		\$2,651	0.00%
Aidy! Corp-Sinclar Drilling Fluids	OBE		\$2,544	0.00%
Avel Roll Off	OBE		\$288	0.00%
C.E.Allen Company (dba AllenCo)	OBE		\$240,000	0.41%
Baker Hughes Inteq.	OBE		\$95,101	0.16%
Berg Electric Corp	OBE		\$207,224	0.36%
Black Gold Pump	OBE		\$3,373	0.01%
BG Oil Tool LLC	OBE		\$5,828	0.01%
BJ Services Company	OBE		\$325,983	0.56%
Bob Hill Hydraulic Crane	OBE		\$16,000	0.03%
Bob-Vac Services, Inc.	OBE		\$154	0.00%
B&L Casing Services	OBE		\$29,789	0.05%
Brandt	OBE		\$30,636	0.05%
Cannon Services, LTD	OBE		\$2,083	0.00%
Chris Co. Bits	OBE		\$10,398	0.02%
Core Lab	OBE		\$18,113	0.03%
CSM Metal Fabricating*	OBE		\$19,509	0.03%
C.W. Services, Inc.	OBE		\$2,974	0.01%
D-MAC Electrical Contractors	OBE		\$26,885	0.05%
Davis-Lynch Inc.	OBE		\$63,124	0.11%
Dedicated Vacuum Services	OBE		\$28,784	0.05%
DeWitt Petroleum	OBE		\$4,432	0.01%
Dion and Sons, Inc.	OBE		\$16	0.00%
Downhole Stabilization	OBE		\$1,142	0.00%
Don Clarke	OBE		\$5,114	0.01%
DMW Industries, Inc.	OBE		\$2,861	0.00%
Driltek Professional Drilling Mgt	OBE		\$221,318	0.38%
Eagle Trucking and Crane Svc.	OBE		\$33,692	0.06%
Cameron West Coast Inc. (formerly Elco, Inc.)	OBE		\$221,049	0.38%
Elec Tech	OBE		\$206,460	0.35%
Energy Tubulars, Inc.	OBE		\$509,559	0.88%
Eng. Seismology Grp Canada, Inc. (ESG)	OBE		\$600,000	1.03%
EPIC	OBE		\$1,033	0.00%

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Eurofins CalScience	OBE	\$225	0.00%
Falcon Fuels, Inc.	OBE	\$1500	0.00%
FedEx	OBE	\$367	0.00%
Flat Top Enterprises, Inc.	OBE	\$1,091	0.00%
Gallade Chemical	OBE	\$4,358	0.01%
GeoDrilling Fluids Inc.	OBE	\$92,370	0.16%
GeoMechanics Technologies, LLC*	OBE	\$3,500,000	6.01%
Goldmark Diesel International Ltd.	OBE	\$300,000	0.52%
Halliburton	OBE	\$68,324	0.12%
Hill's Welding & Engineering	OBE	\$17,975	0.03%
Hogg Drilling Specialty Const. Inc.	OBE	\$29,840	0.05%
Howell Drilling*	OBE	\$26,150	0.04%
John Guzman Trucking	OBE	\$4,640	0.01%
John Phillips	OBE	\$5,483	0.01%
Kelly Pipe, Co., LLC	OBE	\$132,551	0.23%
Kenai Drilling	OBE	\$918,922	1.58%
Key Energy Service	OBE	\$89,905	0.15%
Lovco Construction, Inc.	OBE	\$17,445	0.03%
MD Totco	OBE	\$22,668	0.04%
Mi Swaco	OBE	\$314,467	0.54%
Motion Industries*	OBE	\$658	0.00%
Murray Plumbing and Heating Corp.	OBE	\$36,718	0.06%
National Oilwell Varco	OBE	\$12,463	0.02%
Oil Well Service Company	OBE	\$17,398	0.03%
Oil Field Tubulars & Supply Co.	OBE	\$36,491	0.06%
Pacific Petroleum	OBE	\$1,129	0.00%
Patriot Environmental Services	OBE	\$12,130	0.02%
Patriot Resources	OBE	\$67,627	0.12%
Pensinger's Motor Homes	OBE	\$15,273	0.03%
PetroLog, Inc.	OBE	\$51,585	0.09%
Petroleum Solids Control	OBE	\$37,193	0.06%
Phillips Steel	OBE	\$2,531	0.00%
Pinnacle Technologies	OBE	\$9,944	0.02%
Postal Annex	OBE	\$56	0.00%
Kuster Co.*	OBE	\$284,436	0.49%
Rain for Rent	OBE	\$60,000	0.10%
Ray Lombera & Associates	OBE	\$650	0.00%
Reed Hycalog	OBE	\$27,353	0.05%
Reliable Equipment Rental, Inc.	OBE	\$174,503	0.30%
Santa Clara Waste Water	OBE	\$795	0.00%
Schlumberger Well Services	OBE	\$429,596	0.74%
Scientific Drilling	OBE	\$25,548	0.04%
Smith Brothers Crane Rental Inc.	OBE	\$5,331	0.01%
Soli-Bond Inc.	OBE	\$136,462	0.23%
SOS Crane & Trucking	OBE	\$3,821	0.01%
Spectrum Geophysics	OBE	\$2,075	0.00%

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Superior Electric Motor Service*	OBE		\$36,545	0.06%
T & T Truck and Crane	OBE		\$22,684	0.04%
The Regents of the University	OBE		\$2,280	0.00%
Tiger Cased Hole Services Inc.	OBE		\$8,930	0.02%
TMG Transportation Inc.	OBE		\$288	0.00%
Traffic Solutions	OBE		\$66	0.00%
Trench Plate Rental Co.	OBE		\$148	0.00%
Tryad Service Corp.	OBE		\$77	0.00%
Tubular Inspection	OBE		\$2,097	0.00%
United Site Services of CA	OBE		\$5,386	0.01%
Variable Speed Solutions	OBE		\$840	0.00%
Weatherford US., LP	OBE		\$240,000	0.41%
Well Dynamics	OBE		\$273,718	0.47%
West Coast Casing LL	OBE		\$1,980	0.00%
Worldwide Equipment Rental	OBE		\$17,250	0.03%
Total MBE Participation			\$13,660	0.02%
Total WBE Participation			\$0.00	0.00%
Total OBE Participation			\$10,572,296	18.16%
Total MBE/WBE/OBE Participation			\$10,585,956	18.18%
Total Contract Amount			\$58,220,507	

***Note:** Eight contractors have been added by outreach between the Amendment No. 2 renewal option execution and the proposed contract Amendment (No. 3): Alameda Construction Services was added by contractor to construct a pipe trench extensions; CSM Metal Fabricating to fabricate miscellaneous metal parts for the pipe trench extensions; Howell Drilling to construct drill part of monitoring well SFI#4 and construct the well cellar for SFI#4; Motion Industries was added as a Sole Source to do the motor replacement project; Probe-Kuster to provide, install, and maintain the new data management systems; Superior Electric Motor to supply a back-up 500 Hp electric motor and variable frequency drive; GeoMechanics Technologies, LLC. to provide well drilling services; and Variable Speed Solutions to provide continuing variable frequency drive diagnostic and repair services.

Under the EPA permit provided for this project, GeoEnvironment drilled the maximum number of wells permitted. Therefore, a good majority of the scope and its subcontractor utilization involved with the drilling of the wells has been accomplished. As a result, any additional usage of Baker Hughes Inteq., Berg Electric Corp., BJ Services Company, Downhole Stabilization, Dritek Professional Drilling Mgt., Energy Tubulars, Inc., Flat Top Enterprises, Inc., Gallade Chemical, Hogg Drilling Specialty Const., Inc., Kelly Pipe, Kenai Drilling, Mi Swaco, Murray Plumbing and Heating Corp., Pensinger's Motor Homes, PetroLog, Inc., Pinnacle Technologies, Smith Brothers Crane Rental Inc., and Tiger Cased Hole Services Inc. would be extraneous to the project. Thus, GeoEnvironment will most likely not meet the original pledged amounts allocated to these aforementioned subcontractors.

Other City Requirements

GeoEnvironment shall continue to comply with all of the CITY's requirements including:

- Nondiscrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Service Contractor Worker Retention Ordinances
- Americans with Disabilities Act
- Insurance Requirements
- Child Support Obligations
- Business Tax Registration Certificate
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance
- Municipal Lobbying Ordinance
- Non-collusion Affidavit
- City of Los Angeles Contract History
- Los Angeles Residence Information
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- First Source Hiring Ordinance
- Iran Contracting Act of 2010 Compliance Affidavit

Notification of Intent to Contract

The required "Notification of Intent to Contract" was filed with the City Administrative Office (CAO) Clearinghouse on May 13, 2014.

Charter Section 1022

On June 12, 2014, the Personnel Department concluded that CITY employees do not have the expertise to perform the work and that the extension of the contract is to allow for completion of work already in progress.

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate CITY personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration (Department of Public Works) upon completion of this contract.

Contract Responsibility Ordinance

All contractors participating in this project are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

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Contract Administration

Responsibility for administration of the contract will be with the Hyperion Treatment Division, LA Sanitation.

Headquarters and Work Force Information

The headquarters address of GeoEnvironment is at 332 E. Foothill Boulevard, Arcadia, California 91006. None of the employees live within the City of Los Angeles.

Approved As To Form

The proposed contract amendment to Contract No. C-109787 has been reviewed and approved as to form by the Office of the City Attorney.

EXPENDITURES HISTORY

Fiscal Year	Expenditures	Total Expenditures	Contract Ceiling
03 - 04	\$ 800,000		
04 - 05	\$ 1,200,000		
05 - 06	\$ 1,966,680		
06 - 07	\$ 340,000		
07 - 08	\$ 1,472,000		
08 - 09	\$ 1,179,410		
09 - 10	\$ 4,161,311		
10 - 11	\$ 3,027,000		
11 - 12	\$ 2,902,475		
12 - 13	\$ 3,219,114		
13 - 14	\$ 3,594,419		
14 - 15	\$ 602,169	\$ 24,464,580	\$ 26,932,952

STATUS OF FINANCING

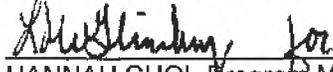
For Fiscal Year 2014-15, approved funds in the amount of \$3,306,509 are available in the Sewer Operations & Maintenance. Fund 760, Account 50LX82, Object 304, Contractual Services. Additional funds will be requested during the budget process for the succeeding fiscal years.

This Contract Amendment No. 3 contains a "Financial Liability Clause" which states that "the CITY's liability under this contract shall only be to the extent of the present CITY appropriation to fund the contract. However, if the CITY shall appropriate funds for any succeeding years, the CITY's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

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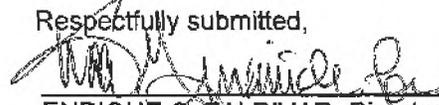
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COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

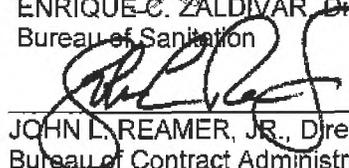


HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

Respectfully submitted,



ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation



JOHN L. REAMER, JR., Director
Bureau of Contract Administration

APPROVED AS TO FUNDS:



VICTORIA A. SANTIAGO, Director
Office of Accounting

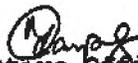
Date:  4/27/15 - 766/50/502X82 - \$3,306,569

Prepared by:
Ernesto Libunao, HTP
(310)648-5319

DEPARTMENT OF PUBLIC WORKS

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ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
APR 27 2015


Executive Officer
Board of Public Works

CD: ALL

AUTHORITY TO EXECUTE AMENDMENT NO. 3 TO PERSONAL SERVICES CONTRACT NO. C-109787 WITH GEOENVIRONMENT TECHNOLOGIES, LLC. FOR SPECIALIZED EXPERT ASSISTANCE IN DEVELOPING THE TERMINAL ISLAND RENEWABLE ENERGY (TIRE) PROJECT

RECOMMENDATIONS

Authorize the Director of the Bureau of Sanitation (LA Sanitation) to:

1. Approve and forward this report with transmittals to the Mayor and the City Council with the request that the Board of Public Works (Board) be authorized to execute Amendment No. 3 to Personal Services Contract No. C-109787 with GeoEnvironment Technologies, LLC. (GeoEnvironment) to increase the ceiling cost from \$26.93 million to \$58.22 million with special funding from the Sewer Construction Maintenance and Operating fund, and extend the term of the contract for an additional three (3) years with an option to extend for two terms, one year per term;
2. Upon the Mayor's and City Council's authorization, the President or two (2) members of the Board will execute the amendment; and
3. Return the executed contract amendment to LA Sanitation for further processing. Contact Ernesto Libunao at (310) 648-5319 to arrange for pick up.

TRANSMITTALS

1. Copy of LA Sanitation and Bureau of Contract Administration Joint Board Report No. 1, adopted on March 13, 2006, authorizing execution of a personal services contract with GeoEnvironment (previously known as Terralog Technologies USA, Inc.).
2. Copy of LA Sanitation and Bureau of Contract Administration Joint Board Report No. 1, adopted on August 29, 2007, authorizing execution of Contract Amendment No. 1 to Contract No. C-109787.
3. Copy of the Board Motion, adopted on May 11, 2009, approving the extension of the existing contract on a month-to-month basis for a period not to exceed three (3) months until the proposed Amendment No. 2 to Contract No. C-109787 is fully executed.
4. Copy of LA Sanitation and Bureau of Contract Administration Joint Board Report No. 1, adopted on August 14, 2009, authorizing execution of Contract Amendment No. 2 to Contract No. C-109787.
5. Copy of LA Sanitation and Bureau of Contract Administration Joint Board Report No. 1 adopted on December 23, 2013, exercising the option to extend Contract Amendment No. 2 for two years.
6. Copy of the proposed Contract Amendment No. 3 with GeoEnvironment. Originals will be delivered to the Board Office when Ernesto Libunao, at (310) 648-5319, is notified that the contract amendment is ready for execution.

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FISCAL IMPACT STATEMENT

Financing for Amendment No. 3 to Personal Services Contract C-109787 will be requested through the Hyperion Treatment Plant (HTP) and Terminal Island Water Reclamation Plant (TIWRP) annual Operation and Maintenance budgets. There is no general fund impact resulting from this contract amendment. This contract amendment is funded by the Sewer Construction Maintenance and Operation (SCMO) Fund 760, Account 50LX82, Object 304.

DISCUSSION

Background

In July 1999, the City of Los Angeles (CITY) released a Request for Proposals (RFP) to solicit the best available technology at the most competitive price to transform CITY biosolids from Class B into Class A or greater rating. In January 2001, the CITY began negotiations with GeoEnvironment (formerly known as Terralog) for a pilot project agreement in connection with their proposal. GeoEnvironment proposed the pilot project with placement of biosolids in deep geological formations at the TIWRP. During the period of 2001-2006, GeoEnvironment and the CITY jointly negotiated with United States Environmental Protection Agency (USEPA) for a demonstration permit to inject biosolids into a deep well formation under the TIWRP. On March 13, 2006, the Board authorized execution of an agreement with GeoEnvironment (Contract C-109787) to develop the TIRE project (Transmittal No. 1). Under this agreement, GeoEnvironment designed, procured, and managed the drilling of two (2) wells. On November 6, 2006, the USEPA granted the CITY a five-year pilot project permit (UIC Permit No. CA5060001) to inject biosolids at TIWRP.

The Board authorized execution of the first amendment to Contract No. C-109787 on August 29, 2007 with GeoEnvironment to include a six-month start-up period and to increase the cost ceiling of the contract from \$3,036,000 to \$7,912,000 (Transmittal No. 2). During this time, GeoEnvironment installed equipment and began operation on June 1, 2008. Services were authorized by the Board and continued on May 11, 2009 on a month-to-month basis until the proposed contract Amendment No. 2 to agreement C-109787 was fully executed (Transmittal No. 3).

On August 14, 2009, the Board approved execution of Amendment No. 2 (Transmittal No. 4). Subsequent to the approval by the Board, the City Attorney's Office requested the addition of the Patent License Agreement to the contract agreement. The Patent License Agreement would grant to the CITY an irrevocable, non-exclusive and non-transferrable license to all rights that GeoEnvironment or its Assignee, now possess, or may hereafter acquire, to utilize the technology being used and developed for the TIRE project. This Amendment was for 47 months and raised the contract cost ceiling from \$7,912,000 to \$26,932,952. During this time, GeoEnvironment completed the drilling of one additional well at TIWRP.

On September 16, 2009, GeoEnvironment informed the City of their company's reorganization to focus exclusively on the injection services to the Municipal Service Industry, including ongoing operations of the TIRE project.

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The USEPA issued a second permit (UIC Permit No. R9UIC-CA5-FY11-3R CA) effective December 23, 2013 authorizing the injection of biosolids for an additional period of five (5) years. Then on January 31, 2014, at the completion of the original contract and Amendment periods, and per terms of the contract, GeoEnvironment granted an irrevocable, non-exclusive and non-transferrable right and license to the CITY to use the Licensed Property, in the form of the Patent License Agreement.

On December 23, 2013, the Board authorized the extension of Amendment No. 2 for two years for the period January 31, 2014 until January 31, 2016. (Transmittal No. 5). The extension was used while waiting for the issuance of a second permit from the USEPA and to give time to process Amendment No. 3.

Scope of Work

Currently, the Bureau is injecting approximately 150 wet tons per operating day of bio-slurry material, which includes four truckloads of biosolids from Hyperion Treatment Plant and approximately 53 equivalent wet tons of digested sludge from Terminal Island Water Reclamation Plant into one of the existing wells. To date, over 280 million gallons of bio-slurry has been successfully injected in the injection well. With the new Environmental Protection Agency (EPA) permit, LA Sanitation is planning to expand the project to increase the volume of bio-slurry injected. This would be accomplished through a dual well operation with EPA approval.

The proposed Amendment No. 3 to this contract will authorize GeoEnvironment to continue to provide the injection services, engineering support, and monitoring and reporting of the progress of the pilot study to the EPA for an additional five (5) years (3+1+1) and increase the contract cost ceiling from \$26.93M to \$58.22M to cover the five-year duration of the Amendment. There is no change to the scope of services with the original contract.

Cost Estimate

The total cost ceiling for this contract from May 15, 2006 until the end of Amendment No. 3 is estimated at \$58.22 million.

Justification for Amendment No. 3

This Amendment No. 3 to Contract No. C-109787 will allow the CITY to continue the biosolids injection and testing for an additional period of five (5) years (3+1+1). This activity would continue to prove the viability of the process during the extended EPA permit period. The TIRE project has the potential to open doors to a new innovative option for biosolids management and wastewater byproducts as a renewable resource in an environmentally safe manner. The benefits of this project include the potential production of green renewable energy, reduction of gas emissions resulting from reduced transportation of biosolids, and the sequestration of carbon dioxide.

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In addition, GeoEnvironment has provided satisfactory services to the CITY since the execution of its original contract and has proven that they are a reliable contractor.

MBE/WBE/OBE Subcontractor Outreach Program

The MBE and WBE participation levels established by the CITY in the original RFP were 18 percent and 4 percent, respectively. At contract award, GeoEnvironment pledged 0 percent MBE, 0 percent WBE and 0 percent OBE. As part of Amendment No. 1, GeoEnvironment pledged 0 percent MBE, 0 percent WBE and 33.38 percent OBE participation. As part of Amendment No. 2, GeoEnvironment pledged 0 percent MBE, 0 percent WBE and 25.99 percent OBE participation. As of September 30, 2014, GeoEnvironment has achieved 0 percent MBE, 0 percent WBE and 27.58 percent OBE participation. With this Amendment, the pledged participation levels will be 0.02 percent MBE, 0 percent WBE and 18.18 percent OBE.

Gender/Ethnicity Codes:

C = Caucasian SAA = Subcontinent Asian American
 NA = Native American APA = Asian Pacific American
 AA = African American HA = Hispanic American
 M = Male F = Female

As of September 30, 2014, the achieved subconsultant participation for GeoEnvironment is as follows:

NAME OF SUBCONTRACTOR	MBE/ WBE/ OBE	GENDER/ ETHNICITY	INVOICED TO DATE	PARTICIPATION TO DATE
Alameda Construction Services	MBE	M/AA	\$0	0.00%
Noriega Pipeline Inc.	MBE	M/HA	\$840	0.00%
A-1 Coast Rentals	OBE		\$ 28	0.00%
American Construction & Engineering Inc.	OBE		\$ 8,665	0.03%
Accu-Cut	OBE		\$ 13,150	0.05%
Aguilar Testing Services	OBE		\$ 2,651	0.01%
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Black Gold Pump	OBE		\$ 3,373	0.01%
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Bob Hill Hydraulic Crane	OBE		\$ 1,091	0.00%
Bob-Vac Services, Inc.	OBE		\$ 154	0.00%
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Brandt	OBE		\$30,636	0.12%
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CSM Metal Fabricating	OBE	\$0	0.00%
C.W. Services, Inc.	OBE	\$ 2,974	0.01%
D-MAC Electrical Contractors	OBE	\$ 26,885	0.11%
Davis-Lynch Inc.	OBE	\$ 63,124	0.25%
Dedicated Vacuum Services	OBE	\$ 28,784	0.12%
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Eagle Trucking and Crane Svc.	OBE	\$ 33,692	0.14%
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Eng. Seismology Grp Canada, Inc. (ESG)	OBE	\$ 448,250	1.80%
EPIC	OBE	\$ 1,033	0.00%
Eurofins CalScience	OBE	\$225	0.00%
Falcon Fuels, Inc.	OBE	\$ 1,500	0.01%
FedEx	OBE	\$ 367	0.00%
Flat Top Enterprises, Inc.	OBE	\$ 1,091	0.00%
Gallade Chemical	OBE	\$ 4,358	0.02%
GeoDrilling Fluids Inc.	OBE	\$ 92,370	0.37%
GeoMechanics Technologies, LLC	OBE	\$ 568,097	2.28%
Goldmark Diesel International, Ltd.	OBE	\$ 300,000	1.20%
Halliburton	OBE	\$ 68,324	0.27%
Hill's Welding & Engineering	OBE	\$ 17,975	0.07%
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Kelly Pipe Co., LLC.	OBE	\$ 132,551	0.53%
Kenai Drilling	OBE	\$ 918,922	3.69%
Key Energy Service	OBE	\$ 89,905	0.36%
Lovco Construction, Inc.	OBE	\$ 17,445	0.07%
MD Totco	OBE	\$ 22,668	0.09%
Mi Swaco	OBE	\$314,467	1.26%
Motion Industries	OBE	\$658	0.00%
Murray Plumbing and Heating Corp.	OBE	\$ 36,718	0.15%
National Oilwell Varco	OBE	\$ 12,463	0.05%
Oil Well Service Company	OBE	\$ 17,398	0.07%
Oil Field Tubulars & Supply Co.	OBE	\$ 36,491	0.15%
Pacific Petroleum	OBE	\$ 1,129	0.00%
Patriot Environmental Services	OBE	\$ 12,130	0.05%
Patriot Resources	OBE	\$ 67,627	0.27%
Pensinger's Motor Homes	OBE	\$ 15,273	0.06%

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PetroLog, Inc.	OBE	\$ 51,585	0.21%
Petroleum Solids Control	OBE	\$ 37,193	0.15%
Phillips Steel	OBE	\$ 2,531	0.01%
Pinnacle Technologies	OBE	\$ 9,944	0.04%
Postal Annex	OBE	\$ 56	0.00%
Kuster Co.	OBE	\$14,568	0.06%
Rain for Rent	OBE	\$ 18,541	0.07%
Ray Lombera & Associates	OBE	\$ 650	0.00%
Reed Hycalog	OBE	\$ 27,353	0.11%
Reliable Equipment Rental, Inc.	OBE	\$ 174,503	0.70%
Santa Clara Waste Water	OBE	\$ 795	0.00%
Schlumberger Well Services	OBE	\$ 429,596	1.72%
Scientific Drilling	OBE	\$ 25,548	0.10%
Smith Brothers Crane Rental Inc.	OBE	\$ 5,331	0.02%
Soli-Bond Inc.	OBE	\$ 136,462	0.55%
SOS Crane & Trucking	OBE	\$ 3,821	0.02%
Spectrum Geophysics	OBE	\$ 2,075	0.01%
Superior Electric Motors	OBE	\$36,545	0.15%
T & T Truck and Crane	OBE	\$ 22,684	0.09%
The Regents of the University	OBE	\$ 2,280	0.01%
Tiger Cased Hole Services Inc.	OBE	\$ 8,930	0.04%
TMG Transportation Inc.	OBE	\$ 288	0.00%
Traffic Solutions	OBE	\$ 66	0.00%
Trench Plate Rental Co.	OBE	\$ 148	0.00%
Tryad Service Corp.	OBE	\$ 77	0.00%
Tubular Inspection	OBE	\$ 2,097	0.01%
United Site Services of CA	OBE	\$ 5,386	0.02%
Variable Speed Solutions	OBE	\$840	0.00%
Weatherford US., LP	OBE	\$120,711	0.48%
Well Dynamics	OBE	\$ 273,718	1.10%
West Coast Casing LL	OBE	\$ 1,980	0.01%
Worldwide Equipment Rental	OBE	\$ 17,250	0.07%
Total MBE Participation to date		\$ 840	0.00%
Total WBE Participation to date		\$ 0.00	0.00%
Total OBE Participation to date		\$6,868,785	27.58%
Total MBE/WBE/OBE Participation to date		\$6,869,625	27.58%
Total Amount Invoiced			\$ 24,907,201.50

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With this amendment, the pledged participation levels will be as follows:

Name of Sub-consultants	MBE/ WBE/ OBE	Gender/ Ethnicity	Pledged Value	% of Contract Pledged
Alameda Construction Services*	MBE	M/AA	\$12,820	0.02%
Noriega Pipeline Inc.	MBE	M/HA	\$840	0.00%
A-1 Coast Rentals	OBE		\$28	0.00%
American Construction Management & Engineering Inc.	OBE		\$8,665	0.01%
Accu-Cut	OBE		\$13,150	0.02%
Aguilar Testing Services	OBE		\$2,651	0.00%
Aidyl Corp-Sinclar Drilling Fluids	OBE		\$2,544	0.00%
Avel Roll Off	OBE		\$288	0.00%
C.E.Allen Company (dba AllenCo)	OBE		\$240,000	0.41%
Baker Hughes Inteq.	OBE		\$95,101	0.16%
Berg Electric Corp	OBE		\$207,224	0.36%
Black Gold Pump	OBE		\$3,373	0.01%
BG Oil Tool LLC	OBE		\$5,828	0.01%
BJ Services Company	OBE		\$325,983	0.56%
Bob Hill Hydraulic Crane	OBE		\$16,000	0.03%
Bob-Vac Services, Inc.	OBE		\$154	0.00%
B&L Casing Services	OBE		\$29,789	0.05%
Brandt	OBE		\$30,636	0.05%
Cannon Services, LTD	OBE		\$2,083	0.00%
Chris Co. Bits	OBE		\$10,398	0.02%
Core Lab	OBE		\$18,113	0.03%
CSM Metal Fabricating*	OBE		\$19,509	0.03%
C.W. Services, Inc.	OBE		\$2,974	0.01%
D-MAC Electrical Contractors	OBE		\$26,885	0.05%
Davis-Lynch Inc.	OBE		\$63,124	0.11%
Dedicated Vacuum Services	OBE		\$28,784	0.05%
DeWitt Petroleum	OBE		\$4,432	0.01%
Dion and Sons, Inc.	OBE		\$16	0.00%
Downhole Stabilization	OBE		\$1,142	0.00%
Don Clarke	OBE		\$5,114	0.01%
DMW Industries, Inc.	OBE		\$2,861	0.00%
Driltek Professional Drilling Mgt	OBE		\$221,318	0.38%
Eagle Trucking and Crane Svc.	OBE		\$33,692	0.06%
Cameron West Coast Inc. (formerly Elco, Inc.)	OBE		\$221,049	0.38%
Elec Tech	OBE		\$206,460	0.35%
Energy Tubulars, Inc.	OBE		\$509,559	0.88%
Eng. Seismology Grp Canada, Inc. (ESG)	OBE		\$600,000	1.03%
EPIC	OBE		\$1,033	0.00%

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Eurofins CalScience	OBE	\$225	0.00%
Falcon Fuels, Inc.	OBE	\$1,500	0.00%
FedEx	OBE	\$367	0.00%
Flat Top Enterprises, Inc.	OBE	\$1,091	0.00%
Gallade Chemical	OBE	\$4,358	0.01%
GeoDrilling Fluids Inc.	OBE	\$92,370	0.16%
GeoMechanics Technologies, LLC*	OBE	\$3,500,000	6.01%
Goldmark Diesel International Ltd.	OBE	\$300,000	0.52%
Halliburton	OBE	\$68,324	0.12%
Hill's Welding & Engineering	OBE	\$17,975	0.03%
Hogg Drilling Specialty Const. Inc.	OBE	\$29,840	0.05%
Howell Drilling*	OBE	\$26,150	0.04%
John Guzman Trucking	OBE	\$4,640	0.01%
John Phillips	OBE	\$5,483	0.01%
Kelly Pipe, Co., LLC	OBE	\$132,551	0.23%
Kenai Drilling	OBE	\$918,922	1.58%
Key Energy Service	OBE	\$89,905	0.15%
Lovco Construction, Inc.	OBE	\$17,445	0.03%
MD Totco	OBE	\$22,668	0.04%
Mi Swaco	OBE	\$314,467	0.54%
Motion Industries*	OBE	\$658	0.00%
Murray Plumbing and Heating Corp.	OBE	\$36,718	0.06%
National Oilwell Varco	OBE	\$12,463	0.02%
Oil Well Service Company	OBE	\$17,398	0.03%
Oil Field Tubulars & Supply Co.	OBE	\$36,491	0.06%
Pacific Petroleum	OBE	\$1,129	0.00%
Patriot Environmental Services	OBE	\$12,130	0.02%
Patriot Resources	OBE	\$67,627	0.12%
Pensinger's Motor Homes	OBE	\$15,273	0.03%
PetroLog, Inc.	OBE	\$51,585	0.09%
Petroleum Solids Control	OBE	\$37,193	0.06%
Phillips Steel	OBE	\$2,531	0.00%
Pinnacle Technologies	OBE	\$9,944	0.02%
Postal Annex	OBE	\$56	0.00%
Kuster Co.*	OBE	\$284,436	0.49%
Rain for Rent	OBE	\$60,000	0.10%
Ray Lombera & Associates	OBE	\$650	0.00%
Reed Hycalog	OBE	\$27,353	0.05%
Reliable Equipment Rental, Inc.	OBE	\$174,503	0.30%
Santa Clara Waste Water	OBE	\$795	0.00%
Schlumberger Well Services	OBE	\$429,596	0.74%
Scientific Drilling	OBE	\$25,548	0.04%
Smith Brothers Crane Rental Inc.	OBE	\$5,331	0.01%
Soli-Bond Inc.	OBE	\$136,462	0.23%
SOS Crane & Trucking	OBE	\$3,821	0.01%
Spectrum Geophysics	OBE	\$2,075	0.00%

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Superior Electric Motor Service*	OBE		\$36,545	0.06%
T & T Truck and Crane	OBE		\$22,684	0.04%
The Regents of the University	OBE		\$2,280	0.00%
Tiger Cased Hole Services Inc.	OBE		\$8,930	0.02%
TMG Transportation Inc.	OBE		\$288	0.00%
Traffic Solutions	OBE		\$66	0.00%
Trench Plate Rental Co.	OBE		\$148	0.00%
Tryad Service Corp.	OBE		\$77	0.00%
Tubular Inspection	OBE		\$2,097	0.00%
United Site Services of CA	OBE		\$5,386	0.01%
Variable Speed Solutions	OBE		\$840	0.00%
Weatherford US., LP	OBE		\$240,000	0.41%
Well Dynamics	OBE		\$273,718	0.47%
West Coast Casing LL	OBE		\$1,980	0.00%
Worldwide Equipment Rental	OBE		\$17,250	0.03%
Total MBE Participation			\$13,660	0.02%
Total WBE Participation			\$0.00	0.00%
Total OBE Participation			\$10,572,296	18.16%
Total MBE/WBE/OBE Participation			\$10,585,956	18.18%
Total Contract Amount			\$58,220,507	

***Note:** Eight contractors have been added by outreach between the Amendment No. 2 renewal option execution and the proposed contract Amendment (No. 3): Alameda Construction Services was added by contractor to construct a pipe trench extensions; CSM Metal Fabricating to fabricate miscellaneous metal parts for the pipe trench extensions; Howell Drilling to construct drill part of monitoring well SFI#4 and construct the well cellar for SFI#4; Motion Industries was added as a Sole Source to do the motor replacement project; Probe-Kuster to provide, install, and maintain the new data management systems; Superior Electric Motor to supply a back-up 500 Hp electric motor and variable frequency drive; GeoMechanics Technologies, LLC. to provide well drilling services; and Variable Speed Solutions to provide continuing variable frequency drive diagnostic and repair services.

Under the EPA permit provided for this project, GeoEnvironment drilled the maximum number of wells permitted. Therefore, a good majority of the scope and its subcontractor utilization involved with the drilling of the wells has been accomplished. As a result, any additional usage of Baker Hughes Inteq., Berg Electric Corp., BJ Services Company, Downhole Stabilization, Dritek Professional Drilling Mgt., Energy Tubulars, Inc., Flat Top Enterprises, Inc., Gallade Chemical, Hogg Drilling Specialty Const., Inc., Kelly Pipe, Kenai Drilling, Mi Swaco, Murray Plumbing and Heating Corp., Pensinger's Motor Homes, PetroLog, Inc., Pinnacle Technologies, Smith Brothers Crane Rental Inc., and Tiger Cased Hole Services Inc. would be extraneous to the project. Thus, GeoEnvironment will most likely not meet the original pledged amounts allocated to these aforementioned subcontractors.

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Other City Requirements

GeoEnvironment shall continue to comply with all of the CITY's requirements including:

- Nondiscrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Service Contractor Worker Retention Ordinances
- Americans with Disabilities Act
- Insurance Requirements
- Child Support Obligations
- Business Tax Registration Certificate
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance
- Municipal Lobbying Ordinance
- Non-collusion Affidavit
- City of Los Angeles Contract History
- Los Angeles Residence Information
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- First Source Hiring Ordinance
- Iran Contracting Act of 2010 Compliance Affidavit

Notification of Intent to Contract

The required "Notification of Intent to Contract" was filed with the City Administrative Office (CAO) Clearinghouse on May 13, 2014.

Charter Section 1022

On June 12, 2014, the Personnel Department concluded that CITY employees do not have the expertise to perform the work and that the extension of the contract is to allow for completion of work already in progress.

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate CITY personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration (Department of Public Works) upon completion of this contract.

Contract Responsibility Ordinance

All contractors participating in this project are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

Contract Administration

Responsibility for administration of the contract will be with the Hyperion Treatment Division, LA Sanitation.

Headquarters and Work Force Information

The headquarters address of GeoEnvironment is at 332 E. Foothill Boulevard, Arcadia, California 91006. None of the employees live within the City of Los Angeles.

Approved As To Form

The proposed contract amendment to Contract No. C-109787 has been reviewed and approved as to form by the Office of the City Attorney.

EXPENDITURES HISTORY

Fiscal Year	Expenditures	Total Expenditures	Contract Ceiling
03 - 04	\$ 800,000		
04 - 05	\$ 1,200,000		
05 - 06	\$ 1,966,680		
06 - 07	\$ 340,000		
07 - 08	\$ 1,472,000		
08 - 09	\$ 1,179,410		
09 - 10	\$ 4,161,311		
10 - 11	\$ 3,027,000		
11 - 12	\$ 2,902,475		
12 - 13	\$ 3,219,114		
13 - 14	\$ 3,594,419		
14 - 15	\$ 602,169	\$ 24,464,580	\$ 26,932,952

STATUS OF FINANCING

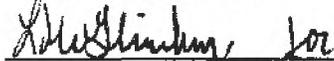
For Fiscal Year 2014-15, approved funds in the amount of \$3,306,509 are available in the Sewer Operations & Maintenance. Fund 760, Account 50LX82, Object 304, Contractual Services. Additional funds will be requested during the budget process for the succeeding fiscal years.

This Contract Amendment No. 3 contains a "Financial Liability Clause" which states that "the CITY's liability under this contract shall only be to the extent of the present CITY appropriation to fund the contract. However, if the CITY shall appropriate funds for any succeeding years, the CITY's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

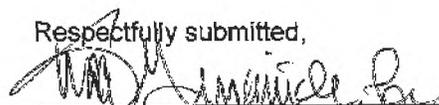
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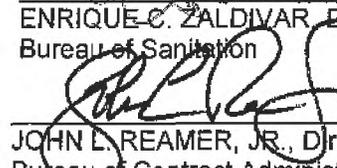
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COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

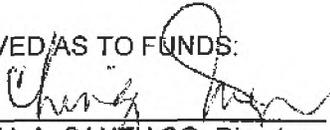

HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

Respectfully submitted,


ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation


JOHN L. REAMER, JR., Director
Bureau of Contract Administration

APPROVED AS TO FUNDS:


VICTORIA A. SANTIAGO, Director
Office of Accounting

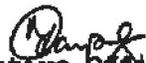
Date:  4/27/15 - 760/50/506X82 - \$3,306,509

Prepared by:
Ernesto Libunao, HTP
(310)648-5319

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
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ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
APR 27 2015


Executive Officer
Board of Public Works

CD: ALL

AUTHORITY TO EXECUTE AMENDMENT NO. 3 TO PERSONAL SERVICES CONTRACT NO. C-109787 WITH GEOENVIRONMENT TECHNOLOGIES, LLC. FOR SPECIALIZED EXPERT ASSISTANCE IN DEVELOPING THE TERMINAL ISLAND RENEWABLE ENERGY (TIRE) PROJECT

RECOMMENDATIONS

Authorize the Director of the Bureau of Sanitation (LA Sanitation) to:

1. Approve and forward this report with transmittals to the Mayor and the City Council with the request that the Board of Public Works (Board) be authorized to execute Amendment No. 3 to Personal Services Contract No. C-109787 with GeoEnvironment Technologies, LLC. (GeoEnvironment) to increase the ceiling cost from \$26.93 million to \$58.22 million with special funding from the Sewer Construction Maintenance and Operating fund, and extend the term of the contract for an additional three (3) years with an option to extend for two terms, one year per term;
2. Upon the Mayor's and City Council's authorization, the President or two (2) members of the Board will execute the amendment; and
3. Return the executed contract amendment to LA Sanitation for further processing. Contact Ernesto Libunao at (310) 648-5319 to arrange for pick up.

TRANSMITTALS

1. Copy of LA Sanitation and Bureau of Contract Administration Joint Board Report No. 1, adopted on March 13, 2006, authorizing execution of a personal services contract with GeoEnvironment (previously known as Terralog Technologies USA, Inc.).
2. Copy of LA Sanitation and Bureau of Contract Administration Joint Board Report No. 1, adopted on August 29, 2007, authorizing execution of Contract Amendment No. 1 to Contract No. C-109787.
3. Copy of the Board Motion, adopted on May 11, 2009, approving the extension of the existing contract on a month-to-month basis for a period not to exceed three (3) months until the proposed Amendment No. 2 to Contract No. C-109787 is fully executed.
4. Copy of LA Sanitation and Bureau of Contract Administration Joint Board Report No. 1, adopted on August 14, 2009, authorizing execution of Contract Amendment No. 2 to Contract No. C-109787.
5. Copy of LA Sanitation and Bureau of Contract Administration Joint Board Report No. 1 adopted on December 23, 2013, exercising the option to extend Contract Amendment No. 2 for two years.
6. Copy of the proposed Contract Amendment No. 3 with GeoEnvironment. Originals will be delivered to the Board Office when Ernesto Libunao, at (310) 648-5319, is notified that the contract amendment is ready for execution.

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FISCAL IMPACT STATEMENT

Financing for Amendment No. 3 to Personal Services Contract C-109787 will be requested through the Hyperion Treatment Plant (HTP) and Terminal Island Water Reclamation Plant (TIWRP) annual Operation and Maintenance budgets. There is no general fund impact resulting from this contract amendment. This contract amendment is funded by the Sewer Construction Maintenance and Operation (SCMO) Fund 760, Account 50LX82, Object 304.

DISCUSSION

Background

In July 1999, the City of Los Angeles (CITY) released a Request for Proposals (RFP) to solicit the best available technology at the most competitive price to transform CITY biosolids from Class B into Class A or greater rating. In January 2001, the CITY began negotiations with GeoEnvironment (formerly known as Terralog) for a pilot project agreement in connection with their proposal. GeoEnvironment proposed the pilot project with placement of biosolids in deep geological formations at the TIWRP. During the period of 2001-2006, GeoEnvironment and the CITY jointly negotiated with United States Environmental Protection Agency (USEPA) for a demonstration permit to inject biosolids into a deep well formation under the TIWRP. On March 13, 2006, the Board authorized execution of an agreement with GeoEnvironment (Contract C-109787) to develop the TIRE project (Transmittal No. 1). Under this agreement, GeoEnvironment designed, procured, and managed the drilling of two (2) wells. On November 6, 2006, the USEPA granted the CITY a five-year pilot project permit (UIC Permit No. CA5060001) to inject biosolids at TIWRP.

The Board authorized execution of the first amendment to Contract No. C-109787 on August 29, 2007 with GeoEnvironment to include a six-month start-up period and to increase the cost ceiling of the contract from \$3,036,000 to \$7,912,000 (Transmittal No. 2). During this time, GeoEnvironment installed equipment and began operation on June 1, 2008. Services were authorized by the Board and continued on May 11, 2009 on a month-to-month basis until the proposed contract Amendment No. 2 to agreement C-109787 was fully executed (Transmittal No. 3).

On August 14, 2009, the Board approved execution of Amendment No. 2 (Transmittal No. 4). Subsequent to the approval by the Board, the City Attorney's Office requested the addition of the Patent License Agreement to the contract agreement. The Patent License Agreement would grant to the CITY an irrevocable, non-exclusive and non-transferrable license to all rights that GeoEnvironment or its Assignee, now possess, or may hereafter acquire, to utilize the technology being used and developed for the TIRE project. This Amendment was for 47 months and raised the contract cost ceiling from \$7,912,000 to \$26,932,952. During this time, GeoEnvironment completed the drilling of one additional well at TIWRP.

On September 16, 2009, GeoEnvironment informed the City of their company's reorganization to focus exclusively on the injection services to the Municipal Service Industry, including ongoing operations of the TIRE project.

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The USEPA issued a second permit (UIC Permit No. R9UIC-CA5-FY11-3R CA) effective December 23, 2013 authorizing the injection of biosolids for an additional period of five (5) years. Then on January 31, 2014, at the completion of the original contract and Amendment periods, and per terms of the contract, GeoEnvironment granted an irrevocable, non-exclusive and non-transferrable right and license to the CITY to use the Licensed Property, in the form of the Patent License Agreement.

On December 23, 2013, the Board authorized the extension of Amendment No. 2 for two years for the period January 31, 2014 until January 31, 2016. (Transmittal No. 5). The extension was used while waiting for the issuance of a second permit from the USEPA and to give time to process Amendment No. 3.

Scope of Work

Currently, the Bureau is injecting approximately 150 wet tons per operating day of bio-slurry material, which includes four truckloads of biosolids from Hyperion Treatment Plant and approximately 53 equivalent wet tons of digested sludge from Terminal Island Water Reclamation Plant into one of the existing wells. To date, over 280 million gallons of bio-slurry has been successfully injected in the injection well. With the new Environmental Protection Agency (EPA) permit, LA Sanitation is planning to expand the project to increase the volume of bio-slurry injected. This would be accomplished through a dual well operation with EPA approval.

The proposed Amendment No. 3 to this contract will authorize GeoEnvironment to continue to provide the injection services, engineering support, and monitoring and reporting of the progress of the pilot study to the EPA for an additional five (5) years (3+1+1) and increase the contract cost ceiling from \$26.93M to \$58.22M to cover the five-year duration of the Amendment. There is no change to the scope of services with the original contract.

Cost Estimate

The total cost ceiling for this contract from May 15, 2006 until the end of Amendment No. 3 is estimated at \$58.22 million.

Justification for Amendment No. 3

This Amendment No. 3 to Contract No. C-109787 will allow the CITY to continue the biosolids injection and testing for an additional period of five (5) years (3+1+1). This activity would continue to prove the viability of the process during the extended EPA permit period. The TIRE project has the potential to open doors to a new innovative option for biosolids management and wastewater byproducts as a renewable resource in an environmentally safe manner. The benefits of this project include the potential production of green renewable energy, reduction of gas emissions resulting from reduced transportation of biosolids, and the sequestration of carbon dioxide.

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In addition, GeoEnvironment has provided satisfactory services to the CITY since the execution of its original contract and has proven that they are a reliable contractor.

MBE/WBE/OBE Subcontractor Outreach Program

The MBE and WBE participation levels established by the CITY in the original RFP were 18 percent and 4 percent, respectively. At contract award, GeoEnvironment pledged 0 percent MBE, 0 percent WBE and 0 percent OBE. As part of Amendment No. 1, GeoEnvironment pledged 0 percent MBE, 0 percent WBE and 33.38 percent OBE participation. As part of Amendment No. 2, GeoEnvironment pledged 0 percent MBE, 0 percent WBE and 25.99 percent OBE participation. As of September 30, 2014, GeoEnvironment has achieved 0 percent MBE, 0 percent WBE and 27.58 percent OBE participation. With this Amendment, the pledged participation levels will be 0.02 percent MBE, 0 percent WBE and 18.18 percent OBE.

Gender/Ethnicity Codes:

C = Caucasian SAA = Subcontinent Asian American
 NA = Native American APA = Asian Pacific American
 AA = African American HA = Hispanic American
 M = Male F = Female

As of September 30, 2014, the achieved subconsultant participation for GeoEnvironment is as follows:

NAME OF SUBCONTRACTOR	MBE/ WBE/ OBE	GENDER/ ETHNICITY	INVOICED TO DATE	PARTICIPATION TO DATE
Alameda Construction Services	MBE	M/AA	\$0	0.00%
Noriega Pipeline Inc.	MBE	M/HA	\$840	0.00%
A-1 Coast Rentals	OBE		\$ 28	0.00%
American Construction & Engineering Inc.	OBE		\$ 8,665	0.03%
Accu-Cut	OBE		\$ 13,150	0.05%
Aguilar Testing Services	OBE		\$ 2,651	0.01%
Aidyl Corp-Sinclair Drilling Fluids	OBE		\$ 2,544	0.01%
Avel Roll Off	OBE		\$ 288	0.00%
C.E.Allen Company (dba AllenCo)	OBE		\$ 85,176	0.34%
Baker Hughes Inteq.	OBE		\$ 95,101	0.38%
Berg Electric Corp	OBE		\$ 207,224	0.83%
Black Gold Pump	OBE		\$ 3,373	0.01%
BG Oil Tool LLC	OBE		\$ 5,828	0.02%
BJ Services Company	OBE		\$ 325,983	1.31%
Bob Hill Hydraulic Crane	OBE		\$ 1,091	0.00%
Bob-Vac Services, Inc.	OBE		\$ 154	0.00%
B&L Casing Services	OBE		\$ 29,789	0.12%
Brandt	OBE		\$30,636	0.12%
Cannon Services, LTD	OBE		\$ 2,083	0.01%
Chris Co. Bits	OBE		\$ 10,398	0.04%
Core Lab	OBE		\$ 18,113	0.07%

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CSM Metal Fabricating	OBE	\$0	0.00%
C.W. Services, Inc.	OBE	\$ 2,974	0.01%
D-MAC Electrical Contractors	OBE	\$ 26,885	0.11%
Davis-Lynch Inc.	OBE	\$ 63,124	0.25%
Dedicated Vacuum Services	OBE	\$ 28,784	0.12%
DeWitt Petroleum	OBE	\$ 4,432	0.02%
Dion and Sons, Inc.	OBE	\$16	0.00%
Downhole Stabilization	OBE	\$ 1,142	0.00%
Don Clarke	OBE	\$ 5,114	0.02%
DMW Industries, Inc.	OBE	\$ 2,861	0.01%
Driltek Professional Drilling Mgt	OBE	\$ 221,318	0.89%
Eagle Trucking and Crane Svc.	OBE	\$ 33,692	0.14%
Cameron West Coast Inc. (formerly Elco, Inc.)	OBE	\$ 221,049	0.89%
Elec Tech	OBE	\$ 206,460	0.83%
Energy Tubulars, Inc.	OBE	\$ 509,559	2.05%
Eng. Seismology Grp Canada, Inc. (ESG)	OBE	\$ 448,250	1.80%
EPIC	OBE	\$ 1,033	0.00%
Eurofins CalScience	OBE	\$225	0.00%
Falcon Fuels, Inc.	OBE	\$ 1,500	0.01%
FedEx	OBE	\$ 367	0.00%
Flat Top Enterprises, Inc.	OBE	\$ 1,091	0.00%
Gallade Chemical	OBE	\$ 4,358	0.02%
GeoDrilling Fluids Inc.	OBE	\$ 92,370	0.37%
GeoMechanics Technologies, LLC	OBE	\$ 568,097	2.28%
Goldmark Diesel International, Ltd.	OBE	\$ 300,000	1.20%
Halliburton	OBE	\$ 68,324	0.27%
Hill's Welding & Engineering	OBE	\$ 17,975	0.07%
Hogg Drilling Specialty Const. Inc.	OBE	\$ 29,840	0.12%
Howell Drilling	OBE	\$26,150	0.10%
John Guzman Trucking	OBE	\$ 4,640	0.02%
John Phillips	OBE	\$ 5,483	0.02%
Kelly Pipe Co., LLC.	OBE	\$ 132,551	0.53%
Kenai Drilling	OBE	\$ 918,922	3.69%
Key Energy Service	OBE	\$ 89,905	0.36%
Lovco Construction, Inc.	OBE	\$ 17,445	0.07%
MD Totco	OBE	\$ 22,668	0.09%
Mi Swaco	OBE	\$314,467	1.26%
Motion Industries	OBE	\$658	0.00%
Murray Plumbing and Heating Corp.	OBE	\$ 36,718	0.15%
National Oilwell Varco	OBE	\$ 12,463	0.05%
Oil Well Service Company	OBE	\$ 17,398	0.07%
Oil Field Tubulars & Supply Co.	OBE	\$ 36,491	0.15%
Pacific Petroleum	OBE	\$ 1,129	0.00%
Patriot Environmental Services	OBE	\$ 12,130	0.05%
Patriot Resources	OBE	\$ 67,627	0.27%
Pensinger's Motor Homes	OBE	\$ 15,273	0.06%

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PetroLog, Inc.	OBE	\$ 51,585	0.21%
Petroleum Solids Control	OBE	\$ 37,193	0.15%
Phillips Steel	OBE	\$ 2,531	0.01%
Pinnacle Technologies	OBE	\$ 9,944	0.04%
Postal Annex	OBE	\$ 56	0.00%
Kuster Co.	OBE	\$14,568	0.06%
Rain for Rent	OBE	\$ 18,541	0.07%
Ray Lombera & Associates	OBE	\$ 650	0.00%
Reed Hycalog	OBE	\$ 27,353	0.11%
Reliable Equipment Rental, Inc.	OBE	\$ 174,503	0.70%
Santa Clara Waste Water	OBE	\$ 795	0.00%
Schlumberger Well Services	OBE	\$ 429,596	1.72%
Scientific Drilling	OBE	\$ 25,548	0.10%
Smith Brothers Crane Rental Inc.	OBE	\$ 5,331	0.02%
Soli-Bond Inc.	OBE	\$ 136,462	0.55%
SOS Crane & Trucking	OBE	\$ 3,821	0.02%
Spectrum Geophysics	OBE	\$ 2,075	0.01%
Superior Electric Motors	OBE	\$36,545	0.15%
T & T Truck and Crane	OBE	\$ 22,684	0.09%
The Regents of the University	OBE	\$ 2,280	0.01%
Tiger Cased Hole Services Inc.	OBE	\$ 8,930	0.04%
TMG Transportation Inc.	OBE	\$ 288	0.00%
Traffic Solutions	OBE	\$ 66	0.00%
Trench Plate Rental Co.	OBE	\$ 148	0.00%
Tryad Service Corp.	OBE	\$ 77	0.00%
Tubular Inspection	OBE	\$ 2,097	0.01%
United Site Services of CA	OBE	\$ 5,386	0.02%
Variable Speed Solutions	OBE	\$840	0.00%
Weatherford US., LP	OBE	\$120,711	0.48%
Well Dynamics	OBE	\$ 273,718	1.10%
West Coast Casing LL	OBE	\$ 1,980	0.01%
Worldwide Equipment Rental	OBE	\$ 17,250	0.07%
Total MBE Participation to date		\$ 840	0.00%
Total WBE Participation to date		\$ 0.00	0.00%
Total OBE Participation to date		\$6,868,785	27.58%
Total MBE/WBE/OBE Participation to date		\$6,869,625	27.58%
Total Amount Invoiced			\$ 24,907,201.50

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With this amendment, the pledged participation levels will be as follows:

Name of Sub-consultants	MBE/ WBE/ OBE	Gender/ Ethnicity	Pledged Value	% of Contract Pledged
Alameda Construction Services*	MBE	M/AA	\$12,820	0.02%
Noriega Pipeline Inc.	MBE	M/HA	\$840	0.00%
A-1 Coast Rentals	OBE		\$28	0.00%
American Construction Management & Engineering Inc.	OBE		\$8,665	0.01%
Accu-Cut	OBE		\$13,150	0.02%
Aguilar Testing Services	OBE		\$2,651	0.00%
Aidyl Corp-Sinclar Drilling Fluids	OBE		\$2,544	0.00%
Avel Roll Off	OBE		\$288	0.00%
C.E Allen Company (dba AllenCo)	OBE		\$240,000	0.41%
Baker Hughes Inteq.	OBE		\$95,101	0.16%
Berg Electric Corp	OBE		\$207,224	0.36%
Black Gold Pump	OBE		\$3,373	0.01%
BG Oil Tool LLC	OBE		\$5,828	0.01%
BJ Services Company	OBE		\$325,983	0.56%
Bob Hill Hydraulic Crane	OBE		\$16,000	0.03%
Bob-Vac Services, Inc.	OBE		\$154	0.00%
B&L Casing Services	OBE		\$29,789	0.05%
Brandt	OBE		\$30,636	0.05%
Cannon Services, LTD	OBE		\$2,083	0.00%
Chris Co. Bits	OBE		\$10,398	0.02%
Core Lab	OBE		\$18,113	0.03%
CSM Metal Fabricating*	OBE		\$19,509	0.03%
C.W. Services, Inc.	OBE		\$2,974	0.01%
D-MAC Electrical Contractors	OBE		\$26,885	0.05%
Davis-Lynch Inc.	OBE		\$63,124	0.11%
Dedicated Vacuum Services	OBE		\$28,784	0.05%
DeWitt Petroleum	OBE		\$4,432	0.01%
Dion and Sons, Inc.	OBE		\$16	0.00%
Downhole Stabilization	OBE		\$1,142	0.00%
Don Clarke	OBE		\$5,114	0.01%
DMW Industries, Inc.	OBE		\$2,861	0.00%
Driteltek Professional Drilling Mgt	OBE		\$221,318	0.38%
Eagle Trucking and Crane Svc.	OBE		\$33,692	0.06%
Cameron West Coast Inc. (formerly Elco, Inc.)	OBE		\$221,049	0.38%
Elec Tech	OBE		\$206,460	0.35%
Energy Tubulars, Inc.	OBE		\$509,559	0.88%
Eng. Seismology Grp Canada, Inc. (ESG)	OBE		\$600,000	1.03%
EPIC	OBE		\$1,033	0.00%

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Eurofins CalScience	OBE	\$225	0.00%
Falcon Fuels, Inc.	OBE	\$1500	0.00%
FedEx	OBE	\$367	0.00%
Flat Top Enterprises, Inc.	OBE	\$1,091	0.00%
Gallade Chemical	OBE	\$4,358	0.01%
GeoDrilling Fluids Inc.	OBE	\$92,370	0.16%
GeoMechanics Technologies, LLC*	OBE	\$3,500,000	6.01%
Goldmark Diesel International Ltd.	OBE	\$300,000	0.52%
Halliburton	OBE	\$68,324	0.12%
Hill's Welding & Engineering	OBE	\$17,975	0.03%
Hogg Drilling Specialty Const. Inc.	OBE	\$29,840	0.05%
Howell Drilling*	OBE	\$26,150	0.04%
John Guzman Trucking	OBE	\$4,640	0.01%
John Phillips	OBE	\$5,483	0.01%
Kelly Pipe, Co., LLC	OBE	\$132,551	0.23%
Kenai Drilling	OBE	\$918,922	1.58%
Key Energy Service	OBE	\$89,905	0.15%
Lovco Construction, Inc.	OBE	\$17,445	0.03%
MD Totco	OBE	\$22,668	0.04%
Mi Swaco	OBE	\$314,467	0.54%
Motion Industries*	OBE	\$658	0.00%
Murray Plumbing and Heating Corp.	OBE	\$36,718	0.06%
National Oilwell Varco	OBE	\$12,463	0.02%
Oil Well Service Company	OBE	\$17,398	0.03%
Oil Field Tubulars & Supply Co.	OBE	\$36,491	0.06%
Pacific Petroleum	OBE	\$1,129	0.00%
Patriot Environmental Services	OBE	\$12,130	0.02%
Patriot Resources	OBE	\$67,627	0.12%
Pensinger's Motor Homes	OBE	\$15,273	0.03%
PetroLog, Inc.	OBE	\$51,585	0.09%
Petroleum Solids Control	OBE	\$37,193	0.06%
Phillips Steel	OBE	\$2,531	0.00%
Pinnacle Technologies	OBE	\$9,944	0.02%
Postal Annex	OBE	\$56	0.00%
Kuster Co.*	OBE	\$284,436	0.49%
Rain for Rent	OBE	\$60,000	0.10%
Ray Lombera & Associates	OBE	\$650	0.00%
Reed Hycalog	OBE	\$27,353	0.05%
Reliable Equipment Rental, Inc.	OBE	\$174,503	0.30%
Santa Clara Waste Water	OBE	\$795	0.00%
Schlumberger Well Services	OBE	\$429,596	0.74%
Scientific Drilling	OBE	\$25,548	0.04%
Smith Brothers Crane Rental Inc.	OBE	\$5,331	0.01%
Soli-Bond Inc.	OBE	\$136,462	0.23%
SOS Crane & Trucking	OBE	\$3,821	0.01%
Spectrum Geophysics	OBE	\$2,075	0.00%

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Superior Electric Motor Service*	OBE		\$36,545	0.06%
T & T Truck and Crane	OBE		\$22,684	0.04%
The Regents of the University	OBE		\$2,280	0.00%
Tiger Cased Hole Services Inc.	OBE		\$8,930	0.02%
TMG Transportation Inc.	OBE		\$288	0.00%
Traffic Solutions	OBE		\$66	0.00%
Trench Plate Rental Co.	OBE		\$148	0.00%
Tryad Service Corp.	OBE		\$77	0.00%
Tubular Inspection	OBE		\$2,097	0.00%
United Site Services of CA	OBE		\$5,386	0.01%
Variable Speed Solutions	OBE		\$840	0.00%
Weatherford US., LP	OBE		\$240,000	0.41%
Well Dynamics	OBE		\$273,718	0.47%
West Coast Casing LL	OBE		\$1,980	0.00%
Worldwide Equipment Rental	OBE		\$17,250	0.03%
Total MBE Participation			\$13,660	0.02%
Total WBE Participation			\$0.00	0.00%
Total OBE Participation			\$10,572,296	18.16%
Total MBE/WBE/OBE Participation			\$10,585,956	18.18%
Total Contract Amount			\$58,220,507	

***Note:** Eight contractors have been added by outreach between the Amendment No. 2 renewal option execution and the proposed contract Amendment (No. 3): Alameda Construction Services was added by contractor to construct a pipe trench extensions; CSM Metal Fabricating to fabricate miscellaneous metal parts for the pipe trench extensions; Howell Drilling to construct drill part of monitoring well SFI#4 and construct the well cellar for SFI#4; Motion Industries was added as a Sole Source to do the motor replacement project; Probe-Kuster to provide, install, and maintain the new data management systems; Superior Electric Motor to supply a back-up 500 Hp electric motor and variable frequency drive; GeoMechanics Technologies, LLC. to provide well drilling services; and Variable Speed Solutions to provide continuing variable frequency drive diagnostic and repair services.

Under the EPA permit provided for this project, GeoEnvironment drilled the maximum number of wells permitted. Therefore, a good majority of the scope and its subcontractor utilization involved with the drilling of the wells has been accomplished. As a result, any additional usage of Baker Hughes Inteq., Berg Electric Corp., BJ Services Company, Downhole Stabilization, Driltek Professional Drilling Mgt., Energy Tubulars, Inc., Flat Top Enterprises, Inc., Gallade Chemical, Hogg Drilling Specialty Const., Inc., Kelly Pipe, Kenai Drilling, Mi Swaco, Murray Plumbing and Heating Corp., Pensinger's Motor Homes, PetroLog, Inc., Pinnacle Technologies, Smith Brothers Crane Rental Inc., and Tiger Cased Hole Services Inc. would be extraneous to the project. Thus, GeoEnvironment will most likely not meet the original pledged amounts allocated to these aforementioned subcontractors.

Other City Requirements

GeoEnvironment shall continue to comply with all of the CITY's requirements including:

- Nondiscrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Service Contractor Worker Retention Ordinances
- Americans with Disabilities Act
- Insurance Requirements
- Child Support Obligations
- Business Tax Registration Certificate
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance
- Municipal Lobbying Ordinance
- Non-collusion Affidavit
- City of Los Angeles Contract History
- Los Angeles Residence Information
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- First Source Hiring Ordinance
- Iran Contracting Act of 2010 Compliance Affidavit

Notification of Intent to Contract

The required "Notification of Intent to Contract" was filed with the City Administrative Office (CAO) Clearinghouse on May 13, 2014.

Charter Section 1022

On June 12, 2014, the Personnel Department concluded that CITY employees do not have the expertise to perform the work and that the extension of the contract is to allow for completion of work already in progress.

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate CITY personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration (Department of Public Works) upon completion of this contract.

Contract Responsibility Ordinance

All contractors participating in this project are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

Contract Administration

Responsibility for administration of the contract will be with the Hyperion Treatment Division, LA Sanitation.

Headquarters and Work Force Information

The headquarters address of GeoEnvironment is at 332 E. Foothill Boulevard, Arcadia, California 91006. None of the employees live within the City of Los Angeles.

Approved As To Form

The proposed contract amendment to Contract No. C-109787 has been reviewed and approved as to form by the Office of the City Attorney.

EXPENDITURES HISTORY

Fiscal Year	Expenditures	Total Expenditures	Contract Ceiling
03 - 04	\$ 800,000		
04 - 05	\$ 1,200,000		
05 - 06	\$ 1,966,680		
06 - 07	\$ 340,000		
07 - 08	\$ 1,472,000		
08 - 09	\$ 1,179,410		
09 - 10	\$ 4,161,311		
10 - 11	\$ 3,027,000		
11 - 12	\$ 2,902,475		
12 - 13	\$ 3,219,114		
13 - 14	\$ 3,594,419		
14 - 15	\$ 602,169	\$ 24,464,580	\$ 26,932,952

STATUS OF FINANCING

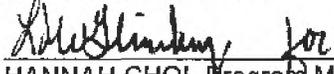
For Fiscal Year 2014-15, approved funds in the amount of \$3,306,509 are available in the Sewer Operations & Maintenance. Fund 760, Account 50LX82, Object 304, Contractual Services. Additional funds will be requested during the budget process for the succeeding fiscal years.

This Contract Amendment No. 3 contains a "Financial Liability Clause" which states that "the CITY's liability under this contract shall only be to the extent of the present CITY appropriation to fund the contract. However, if the CITY shall appropriate funds for any succeeding years, the CITY's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

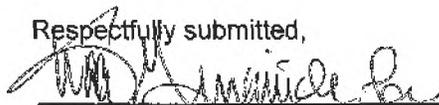
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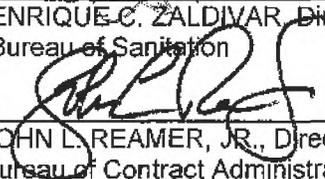
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COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:


HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

Respectfully submitted,


ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation


JOHN L. REAMER, JR., Director
Bureau of Contract Administration

APPROVED AS TO FUNDS:


VICTORIA A. SANTIAGO, Director
Office of Accounting

Date:  4/27/15 - 760/50/50LX82 - \$3,306,509

Prepared by:
Ernesto Libunao, HTP
(310)648-5319

TRANSMITTAL 1

DEPARTMENT OF PUBLIC WORKS

ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
MAR 13 2006

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[Signature]
Secretary

CD: ALL

AUTHORITY TO EXECUTE PERSONAL SERVICES CONTRACT WITH TERRALOG TECHNOLOGIES USA, INC., FOR SPECIALIZED EXPERT ASSISTANCE IN DEVELOPING TERMINAL ISLAND RENEWABLE ENERGY (TIRE)

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor with the request that the Board be authorized to execute this personal services contract with TERRALOG TECHNOLOGIES USA, INC., for specialized and expert assistance in developing renewable energy at the Terminal Island Treatment Plant and related issues at an estimated cost of \$2,760,000. This contract will be in effect for three (3) years.
2. Upon authorization from the Mayor, the President or two members of the Board of Public Works will execute the contract.
3. Return executed contracts to the Bureau of Sanitation for further processing.

TRANSMITTALS

1. Copy of the proposed contract between the City of Los Angeles and TERRALOG TECHNOLOGIES USA, INC.
2. Copy of Board Report on "Authority to Negotiate with Terralog Technologies for Pilot Project Agreement in Connection to the Request for Proposal for Economic Approaches to Class A/EQ BIOSOLIDS" adopted on January 24, 2001.
3. Copy of Board Report on "Authority to Release an RFP for Economic Approaches to Class A/EQ Biosolids", adopted on July 7, 1999.

DISCUSSION

Background

On January 24, 2001, your Board authorized the Director of the Bureau of Sanitation to enter into an agreement with Terralog Technologies regarding economic approach to biosolids management (Transmittal 2).

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Currently, the City's pathogen-free, Class A biosolids material is mainly spread on farmland in Kern County for non-food crops. Recent opposition by Kern County to land application of biosolids has prompted the Bureau of Sanitation to look for new alternatives in biosolids management.

The proposed pilot project involves slurry fracture injection and placement of biosolids in deep geological formation at the Terminal Island Treatment Plant. The environmentally sound technology is proven and used in petroleum industry. The contractor's technical expertise and experience in slurry fracture and geo-mechanics technologies is essential in support of the Bureau's strategic plans.

Consultant Services

TERRALOG was selected among twelve (12) firms who responded to the Request for Proposal, authorized July 1999 (Transmittal 3) due to superior economics and environmental advantages. Through this contract, TERRALOG is to provide engineering and construction management for Slurry Fracture Injection System for the TIRE project. Upon City's approval, TERRALOG will subcontract well drilling and construction.

Summary of Contract Provisions

City drafted a contract with TERRALOG, which agrees to perform as-needed, highly specialized and expert assistance, including:

- ▶ Regulatory support with EPA permit;
- ▶ Slurry Fracture Injection system design;
- ▶ Surface process & equipment design and construction;
- ▶ Drilling contractor bid specification;
- ▶ Drilling injection and monitoring wells;
- ▶ Well construction management;
- ▶ Oversight for well geological sampling and analysis.

CITY REQUIREMENTS and POLICIES

Compliance with Charter Section 1022

Personnel Department has determined that highly specialized knowledge and experience required for this project is not found in the City's Civil Service Classifications.

MBE/WBE/OBE Subcontractor Outreach Program

At the time of distribution of the original RFQ for this contract, the City had established an MBE/WBE/OBE Subcontractor Outreach Program for this project with anticipated MBE and WBE participation levels of 18 and 4 percent respectively. The participation levels

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that Terralog Technologies USA, Inc. pledged in their original proposal were 0 percent MBE, 0 percent WBE and 0 percent OBE. However, in the adopted board report granting authority to negotiate a contract, it was stated that Terralog's final pledged participation levels will be established during contract negotiations with the City and the trucking firms who had responded to their outreach effort.

Subsequent to the adoption of the board report, the Bureau of Sanitation (BOS) found it necessary to change the scope of work, thus excluding the necessity for trucking services. The initial proposed location of Aliso Canyon site was rejected by BOS due to the unfeasibility of driving heavy equipment through the Canyon's roads. The alternate proposed site is the Terminal Island Treatment Plant (TITP). The use of TITP eliminates the need for transporting biosolids from TITP to Aliso Canyon, which poses potential savings to the City estimated in the millions. However, the use of TITP requires the drilling and construction of well injection systems, which were already available at the Aliso Canyon site. BOS staff obtained a list of firms with drilling capabilities from LA MBOC and confirmed with the firms that were contacted that they were unable to drill to depths of 5,000 - 6,000 ft which is required for this project. Terralog has committed to performing a separate outreach for this specialized work but will most likely be able to pledge only OBE participation.

Gender/Ethnicity Codes:

AA = African American	HA = Hispanic American
SAA = Subcontinent Asian American	APA = Asian Pacific American
C = Caucasian	NA = Native American
M = Male	F = Female

The MBE/WBE/OBE subconsultant participation for Terralog Technologies USA, Inc. is as follows:

Subconsultants	Gender/ Ethnic	MBE/ WBE/ OBE	% of Contract	Subcontract Amount
None Listed			0%	\$0.00
Total MBE Pledged Participation			0%	\$0.00
Total WBE Pledged Participation			0%	\$0.00
Total OBE Pledged Participation			0%	\$0.00
Total Contract			0%	\$3,036,000.00

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel

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responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the City Administrative Officer (CAO) upon completion of this contract.

Contractor Responsibility Ordinance

All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677 [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

Headquarters Address & Workforce Information

TERRALOG TECHNOLOGIES USA, INC. local office is located in 332 E. Foothill Blvd., Arcadia, CA 91006. None of the employees live in the City of Los Angeles.

Other City Policies and Requirements

TERRALOG TECHNOLOGIES USA, INC. is in compliance with Affirmative Action/Equal Opportunity Practices, Equal Benefits Ordinance, Living Wage Ordinance, Insurance, City Business Tax Registration, Child Support and Obligation, Slavery Disclosure Ordinance and the Equal Benefits Ordinance. Attachments and forms pertaining to these requirements are included in the contract package.

The City Attorney also approved the contract as to form and legality.

Project Administrator

Regulatory Affairs Division of the Bureau of Sanitation will be responsible for managing this contract.

Program Review Committee (PRC)

On August 10, 2005 PRC approved a total budget up to \$3,036,000.

STATUS OF FINANCING

Funding for this project, including contingency totals \$3,036,000. Funds in the amount of \$3,000,000 are currently available in the accounts shown in the table below. Additional funding in the amount of \$36,000 will be requested in the FY 2006-07 Wastewater Capital Improvement program budget. Funds may be drawn from the Sewer Capital Fund No. 761, the WW Syst Comm Paper A Const Fund No. 70W, or

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any future funds established as a result of commercial paper or bond sales, at the discretion of the Director of the Bureau of Sanitation or her designee. The contract contains a "Financial Liability Clause" which states that "the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

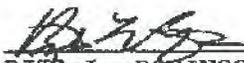
Account	Contract	Contingency	Total
VH76 TITP Renewable Energy	\$800,000	\$0	\$800,000
WH76 TITP Renewable Energy	\$1,200,000	\$0	\$1,200,000
YH76 TITP Renewable Energy	\$760,000	\$240,000	\$1,000,000
Future WCIP budget	\$0	\$36,000	\$36,000
Totals	\$2,760,000	\$276,000	\$3,036,000

(GD ORM RPT VA WFB)

Respectfully submitted,

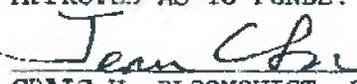
COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:


HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration


RITA L. ROBINSON, Director
Bureau of Sanitation


JOHN L. REAMER, JR. Director
Bureau of Contract Administration

APPROVED AS TO FUNDS:


CRAIG V. BLOOMQUIST, Director
Office of Accounting

Date: 3-2-06

Prepared by:
Ben Attai, RAD
310-648-5085

TRANSMITTAL 2

AS AMENDED *

ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
AUG 29 2007

James G. [Signature]
Secretary

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
AUGUST 29, 2007

CD: ALL

AMENDMENT NO. 1 TO CONTRACT C-109787 WITH TERRALOG TECHNOLOGIES USA, FOR SPECIALIZED EXPERT ASSISTANCE IN DEVELOPING TERMINAL ISLAND RENEWABLE ENERGY (TIRE)

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor with the request that the Board be authorized to execute Amendment No. 1 to Contract C-109787 with **TERRALOG TECHNOLOGIES USA, INC.**, to add six months start up activity which ***was not a** part of the original contract of 3 years, and raise the cost ceiling of the contract from \$3,036,000 to \$7,912,000.
2. Upon authorization from the Mayor, the president or two members of the Board of Public Works will execute the amendment.
3. Return executed amendment to the Bureau of Sanitation for further processing.

TRANSMITTALS

1. One (1) copy of proposed Amendment No. 1 to CONTRACT No. C-109787
2. Copy of Bureaus of Sanitation and Contract Administration Board Report No. 1 adopted March 13, 2006, authorizing execution of a personal services contract with Terralog Technologies USA, Inc.
3. Copy of Terralog Technologies USA, Inc. in letter to BOS dated June 27, 2007 that details their good faith effort outreach to potential subconsultants

DISCUSSION

Background

On March 13, 2006, your Board authorized the Director of the Bureau of Sanitation to enter into an agreement with Terralog Technologies to develop the Terminal Island Renewable Energy Project.

Scope of Work

The Bureau of Sanitation is actively looking for new alternatives in biosolids management. The proposed demonstration project involves slurry fracture injection and placement of biosolids in deep geological formations at Terminal Island Treatment Plant. The contractor's technical

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
AUGUST 29, 2007

Page 2

expertise and experience in slurry fracture and geo-mechanics technologies is essential in support of the Bureau's strategic plans.

The contractor is responsible for planning, engineering and soliciting the sub-contractors to construct the first two wells complete with monitoring instrumentation at the Terminal Island Plant site. The contractor will install Slurry Fracture Injection (SFI) equipment and begin testing and start up of the wells at a maximum rate of 150 wet tons per day for six months. Following successful start up phase, a third monitoring well will be drilled per EPA permit requirement. City and TerraLog will negotiate an operation and maintenance contract to resume injection of biosolids at higher rates up to 400 wet tons per day.

Justification for this Amendment

The additional funds are necessary for the following reasons:

- Additional work by the contractor includes start up and testing for a period of six months. This activity can prove the viability of the slurry fracture injection process before the full scale operation begins;
- EPA has required a 3rd monitoring well to be installed prior to full scale biosolids slurry injection. Construction of well #3 will be determined after considering the geologic, geophysical, fracture simulation, temperature recovery, gas migration modeling, and other data provided from start up phase and data from wells #1 and #2. It is also possible to reverse the role of #3 with the current injection well.
- The original cost estimate was drawn up based on 2001 figures. While the City was waiting for 5 years for the EPA permit, cost of well construction has risen dramatically mainly due to higher price of oil and gas, increased drilling activity in petroleum industry, fewer available rigs.
- Project budget was also affected by additional fluid and core sample collection during drilling and extensive monitoring equipment during injection as required by EPA

Funding History

Original Contract	Expended	Amendment No. 1	New Contract Ceiling
\$3,036,000	\$1,465,653	\$4,876,000	\$7,912,000

City Requirements and Policies

Contractor is in compliance with City policies, including Charter section 1022, Contractor Performance Evaluation, Affirmative Action/Equal Opportunity Practices, Living Wage Ordinance, Insurance Requirements, City Business Tax Registration, Slavery Disclosure Ordinance and the Equal Benefits Ordinance.

The City Attorney has approved the amendment as to form.

BUREAU OF SANITATION
 BUREAU OF CONTRACT ADMINISTRATION
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MBE/WBE/OBE Subcontractor Outreach Program

The anticipated MBE and WBE participation levels established by the City in the original RFQ were 18 and 4 percent, respectively. At contract award, Terralog Technologies USA, Inc. (Terralog) pledged 0 percent MBE, 0 percent WBE and 0 percent OBE. However, Terralog committed to performing a separate subcontractor outreach for this project when the scope of work had changed (Transmittal No. 2). Terralog has since performed a subcontractor outreach, as detailed in their letter to BOS dated June 27, 2007 (Transmittal No. 3). As of June 21, 2007, Terralog has achieved 0 percent MBE, 0 percent WBE, and 3.79 percent OBE. Upon approval of this amendment, Terralog's pledged participation will be 0 percent MBE, 0 percent WBE, and 33.38 percent OBE.

Gender Ethnicity Codes:

AA = African American	HA = Hispanic American
SAA = Subcontinent Asian American	APA = Asian Pacific American
C = Caucasian	NA = Native American
M = Male	F = Female

The MBE/WBE/OBE subconsultant achieved participation levels for **Terralog Technologies USA, Inc.** as of June 21, 2007, as reported by the prime, are:

Subconsultants	MBE/ WBE/ OBE	% of Contract	Value
Drillek Professional Drilling Management	OBE	0.29%	\$8,700.00
Hogg Drilling Specialty Construction, Inc	OBE	1.52%	\$46,000.00
Murray Plumbing and Heating Corp. dba Murray Company	OBE	0.08%	\$2,279.00
Reliable Equipment Rental, Inc.	OBE	1.84%	\$55,860.00
Spectrum Geophysics	OBE	0.07%	\$2,075.00
Total MBE Participation		0.00%	\$0.00
Total WBE Participation		0.00%	\$0.00
Total OBE Participation		3.79%	\$114,914.00
Total Contract Amount			\$3,036,000.00

BUREAU OF SANITATION
 BUREAU OF CONTRACT ADMINISTRATION
 JOINT BOARD REPORT NO. 1
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Upon approval of Amendment No. 1 to Contract C-109787, the MBE/WBE/OBE subconsultant pledged participation levels for Terralog Technologies USA, Inc. are:

Subconsultants	MBE/ WBE/ OBE	% of Contract	Value
B.J. Services Company	OBE	2.85%	\$225,339.00
Baker Hughes Inteq	OBE	1.02%	\$80,992.00
ChrisCo Bits	OBE	0.18%	\$14,000.00
Downhole Stabilization, Inc.	OBE	0.13%	\$10,070.00
Drilltek Professional Drilling Management	OBE	1.19%	\$94,500.00
Elco Filtration & Testing, Inc.	OBE	0.53%	\$42,000.00
Energy Tubulars, Inc.	OBE	4.65%	\$368,069.40
GEO Drilling Fluids, Inc.	OBE	1.14%	\$90,000.00
Hogg Drilling Specialty Construction, Inc.	OBE	0.58%	\$46,000.00
Kenai Drilling Limited	OBE	14.59%	\$1,154,550.00
Murray Plumbing and Heating Corp. dba Murray Company	OBE	0.47%	\$37,318.00
Pensinger's Motor Homes	OBE	0.06%	\$4,725.00
Petrol og, Inc.	OBE	0.47%	\$37,580.00
ReedHycalog, LP	OBE	0.13%	\$10,580.00
Reliable Equipment Rental, Inc.	OBE	0.71%	\$55,860.00
Schlumberger Well Services, a division of Schlumberger Technology	OBE	2.49%	\$196,616.00
Soli-Bond, Inc.	OBE	0.58%	\$46,000.00
Spectrum Geophysics	OBE	0.03%	\$2,075.00
Well Dynamics, a Halliburton-Shell JV	OBE	1.57%	\$124,530.00
Total MBE Participation		0.00%	\$0.00
Total WBE Participation		0.00%	\$0.00
Total OBE Participation		33.38%	\$2,640,804.40
Total Contract Amount			\$7,912,000.00

Contractor Responsibility Ordinance

All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677 [Article 14, Chapter 1, Division 10, L.A.A.C.] Failure to comply with all requirements specified in the Ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein

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 BUREAU OF CONTRACT ADMINISTRATION
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Page 5

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the City Administrative Officer (CAO) upon completion of this contract.

Headquarters Address & Workforce Information

Terralog Technologies USA, Inc., local office is located at 332 East Foothill Blvd, Arcadia, CA 91006. None of the employees live within the City of Los Angeles.

Project Administrator

Regulatory Affairs Division of the Bureau of Sanitation will be responsible for managing this contract.

STATUS OF FINANCING

Funding for this project is not to exceed \$7,912,000. Funds in the amount of \$2,760,000 have already been spent or encumbered. Funds in the amount of \$240,000 have been requested for reappropriation in the Account No. YH76, titled "TITP Renewable Energy." Funds in the amount of \$100,000 have been requested for reappropriation in the Account No. AH76, titled "TITP Renewable Energy (TIRE)." Funding in the amount of \$276,000 is available in Account No. CH76, titled "TITP Renewable Energy (TIRE)." Additional funding in the amount of \$4,536,000 will be requested in future fiscal years in the Wastewater Capital Improvement Program budget. Funds may be drawn from the Sewer Capital Fund No. 761, the WW System Comm Paper B Const Fund No. 70X, or any future funds established as a result of commercial paper or bond sales, at the discretion of the Director of the Bureau of Sanitation or her designee.

The contract contains a "Financial Liability Clause" which states, "the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

Account	Expended/ Encumbered	Requested for Reappropriation/Available	Total
VH76 TITP Renewable Energy	\$800,000	\$0	\$800,000
WH76 TITP Renewable Energy	\$1,200,000	\$0	\$1,200,000
YH76 TITP Renewable Energy	\$760,000	\$240,000	\$1,000,000
AH76 TITP Renewable Energy(TIRE)	\$0	\$100,000	\$100,000
CH76 TITP Renewable Energy(TIRE)	\$0	\$276,000	\$276,000
Future WCIP budget	\$0	\$4,536,000	\$4,536,000
Totals	\$2,760,000	\$5,152,000	\$7,912,000

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
AUGUST 29, 2007

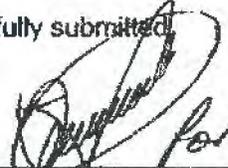
Page 6

(ORM RPT VA TM WFB)

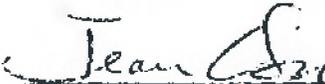
COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:


HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

Respectfully submitted,


RITA L. ROBINSON, Director
Bureau of Sanitation

APPROVED AS TO FUNDS:


CRAIG V. BLOOMQUIST, Director
Office of Accounting

Date: 8/10/07

Prepared by:
Ben Altai, RAD
310-648-5085


JOHN L. REAMER, JR. Director
Bureau of Contract Administration

ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California

For the meeting of May 11, 2009

MAY 11 2009

CD: All

Jorge
Secretary

MOTION

On May 15, 2008, the City of Los Angeles (City) entered into Agreement C-109787 with Terralog Technologies USA Inc. (Terralog), for the Terminal Island Renewable Energy (TIRE) project, which converts the City's biosolids to clean energy through deep well injection and biodegradation at the Terminal Island Water Reclamation Plant. The contract term is for 3 years and due to expire on May 15, 2009. Under C-109787 Terralog constructed two wells and site facilities. On August 29, 2007, the Board of Public Works approved the execution of Amendment No. 1 to Contract C-109787 with Terralog to add 6 months start-up activity, and raise the cost ceiling of the contract from \$3,036,000 to \$7,912,000.

The contractor has completed construction of two wells, slurry injection equipment and facility, and 6-month start up testing. To date, \$5,669,410 has been expended from the project's WCIP budget and \$551,832 from the biosolids O&M budget. The Bureau of Sanitation, Hyperion Treatment Division is currently in negotiation with Terralog for Amendment No. 2 of the contract, which will extend the contract until June 30, 2013, enabling the City to retain the services of Terralog for the duration of the EPA testing period (4 additional years). However, Intellectual Property and Perpetual License to the TIRE technology became major negotiation issues. The City Attorney has been consulted regarding this issue, and negotiations are currently ongoing with the contractor. In order to continue uninterrupted operation and maintenance activities, the City needs to extend the existing Contract No. C109787 with Terralog on a month-to-month basis for a period not to exceed three (3) months until Amendment No. 2 is signed. An increase in the ceiling amount of Contract No. C-109787 from \$7,912,000 to \$8,695,250 is necessary to continue operations until the Amendment No. 2 is signed and executed. Funding for Contract No. C-109787 extension in the amount of \$392,000 for Fiscal Year 2008-2009 is identified in Account # E282, Dept 50 and Object 304. Extending this contract will have no impact on the General Fund because funds are currently available in the 2008-2009 budget Sewer Construction and Maintenance Fund. Funding is addressed in the budget process for Fiscal Year 2009-2010.

IT IS THEREFORE MOVED that the Board of Public Works approve the extension of the existing contract with Terralog (C-109787) on a month-to-month basis for a period not to exceed three (3) months until the proposed Amendment No. 2 to agreement C-109787 is fully executed. Also authorize the Office of Accounting to disburse funds up to \$392,000 over the next two (2) months from Fund 760, Account # E282, Dept 50 and Object 304. Funding for the remaining month will be addressed in the budget process for Fiscal Year 2009-2010 to provide uninterrupted services from Terralog until Amendment No. 2 is fully executed.

Respectfully Submitted,

ENRIQUE C. ZAICWAR, Director
Bureau of Sanitation

Statement as to Funds Approved by:

Craig V. Bloomquist
Craig V. Bloomquist, Director
Office of Accounting
Date: 5/5/09
Author: Nader Tashakor
310-648-5779

Post-It® Fax Note	7871	Date	7-21-09	# of pages	1
To	Nader	From	Jeanette T.		
Co./Dept.	HTP	Co.	BPW		
Phone #	310-648-5779	Phone #	213-978-0375		
Fax #	310-648-5070	Fax #			

TRANSMITTAL 4

DEPARTMENT OF PUBLIC WORKS

**amended 8/13/09

BUREAU OF SANITATION
 BUREAU OF CONTRACT ADMINISTRATION
 JOINT BOARD REPORT NO. 1
 August 14, 2009

ADOPTED BY THE BOARD
 PUBLIC WORKS OF THE CITY
 of Los Angeles California
 AND REFERRED TO THE MAYOR
 AUG 14 2009

CD: ALL



Secretary

AUTHORITY TO EXECUTE AMENDMENT NO. 2 TO CONTRACT C-109787 WITH
 TERRALOG TECHNOLOGIES USA, INC. FOR SPECIALIZED EXPERT ASSISTANCE IN
 DEVELOPING TERMINAL ISLAND RENEWABLE ENERGY (TIRE) PROJECT

RECOMMENDATIONS

Authorize the Director of the Bureau of Sanitation to:

1. Approve and forward this report with transmittals to the Mayor and the City Council with the request that the Board of Public Works (Board) be authorized to execute Amendment No. 2 to Contract C-109787 with Terralog Technologies USA, Inc. (Terralog), to add 47 months operation activity from the execution date of Amendment No. 2 with two (2) two-year options to renew, and to increase the cost ceiling of the contract by \$19,020,952 from \$7,912,000 to \$26,932,952.
2. Upon authorization from the Mayor and the City Council, the president or two members of the Board of Public Works will execute the amendment.
3. Return the executed amendment to the Bureau of Sanitation for further processing. Contact the Board Report Section at (213) 485-4246.
4. Approve the extension of the existing contract with Terralog (C-109787) on a month-to-month basis until the proposed Amendment No. 2 to agreement C-109787 is fully executed.

TRANSMITTALS

1. Copy of proposed Amendment No. 2 to Contract No. C-109787 between the City of Los Angeles (City) and Terralog.
2. Copy of Bureaus of Sanitation and Contract Administration Joint Board Report, adopted on March 13, 2006, authorizing execution of a personal services contract with Terralog.
3. Copy of Bureaus of Sanitation and Contract Administration Joint Board Report, adopted on August 29, 2007, authorizing execution of Amendment No. 1 to Contract No. C-109787 with Terralog.

4. Copy of Bureau of Sanitation Motion, adopted on December 22, 2008, approving a change in source of funding of \$885,000 for the operation activities of the TIRE project for the period January 1, 2009 through the expiration of the contract, May 15, 2009.
5. Copy of Bureau of Sanitation Motion, adopted on May 11, 2009, approving the extension of the existing contract with Terralog (C-109787) on a month-to-month basis for a period not to exceed three (3) months until the proposed Amendment No. 2 to agreement C-109787 is fully executed.
6. Copy of Terralog's letter dated June 27, 2007 regarding their Outreach Efforts for Tire Project.

FISCAL IMPACT

There will be no additional financial impact to the City of Los Angeles (City) for Fiscal Year 09-10. The cost of this amendment for the current fiscal year has been budgeted within Terminal Island Water Reclamation Plant (TIWRP) and Hyperion Treatment Plant (HTP) annual budget appropriations, respectively, and the cost for the subsequent years will be requested in future budgets in the Sewer Operations and Maintenance Fund 760.

DISCUSSION

Background

In July 1999, the City released a Request for Proposals (RFP) for cost-effective approaches to manage Class A/Exceptional Quality (EQ) biosolids. At the time, the biosolids from both HTP and TIWRP were classified as Class B, which could be beneficially used either through land application or composting. The City transported all the City biosolids to Kern County for land application. However, Kern County passed an ordinance that only allowed Class A/EQ biosolids for transportation and land application in the County. Therefore, the City released the RFP to solicit the best available technology at the most competitive price to transform City biosolids into Class A or greater rating.

In January 2001, the City began negotiating with Terralog Technologies for a pilot project agreement in connection with the RFP for economic approaches to Class A/EQ biosolids. Terralog proposed the pilot project with slurry fracture injection and placement of biosolids in deep geological formations at the TIWRP.

On March 13, 2006, the Board authorized execution of an agreement with Terralog to develop the Terminal Island Renewable Energy Project (Transmittal No. 2). Under this agreement, Terralog designed, procured, and managed the drilling of two (2) wells. On November 6, 2006, the City obtained a five-year pilot project permit from the United States Environmental Protection Agency (EPA) to inject biosolids at TIWRP.

On August 29, 2007, the Board authorized execution of the first amendment to Contract No. C-109787 with Terralog to include a six-month start-up period and to increase the cost ceiling of the contract from \$3,036,000 to \$7,912,000 (Transmittal No. 3). Terralog completed the drilling of two (2) wells at the TIWRP and installed slurry fracture equipment to begin injection into the wells on June 1, 2008.

On December 22, 2008, the Board adopted a motion, authorizing a change in source of funding of \$885,000 for the operation activities of this project for the period January 1, 2009 through the expiration of the contract, May 15, 2009. (Transmittal No. 4)

On May 11, 2009, the Board adopted a motion, authorizing the extension of the existing contract with Terralog (C-109787) on a month-to-month basis for a period not to exceed three (3) months until the proposed Amendment No. 2 to agreement C-109787 is fully executed. (Transmittal No. 5)

This Amendment No. 2 will extend the contract from the date of execution for an additional 47 months of continued operation activity with two (2) two-year options to renew, and to increase the cost ceiling of the contract by \$19,020,952 from \$7,912,000 to \$26,932,952.

Scope of Work

This proposed Amendment No. 2 authorizes Terralog to perform the following activities:

- Provide surface equipment for injection
- Provide staff for injection
- Engineering and construction management as needed
- Inject digested or undigested sludge from TIWRP
- Inject brine from TIWRP
- Inject biosolids from HTP
- Monitor and report on progress of the pilot study to the EPA
- Grant a perpetual license to the City to use the technology for deep well injection

Justification for this Amendment

Additional funds are necessary for the following reasons:

- Continuation of biosolids injection and testing for a period of forty seven (47) months. This activity can continue to prove the viability of the slurry fracture injection process during the EPA permit period;
- The original contract and Amendment No. 1 did not include the operational phase of this project.

Funding History

Original Contract	\$3,036,000
Amendment No.1	\$4,876,000
Amendment No.2	\$19,020,952
Total	\$26,932,952

City of Los Angeles Contractual Requirements and Policies

Terralog has agreed to comply with the following applicable contractual requirements:

- Nondiscrimination/Equal Employment/Affirmative Action
- Living Wage and Service Contractor Worker Retention Ordinances
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance
- Child Support Obligations Ordinance
- Business Tax Registration Certificate
- Municipal Lobbying Ordinance
- Insurance Requirements
- Americans with Disabilities Act
- Non-collusion Affidavit
- Contract History
- Los Angeles Residence Information

MBE/WBE/OBE Subcontractor Outreach Program

The original MBE and WBE participation levels established by the City in the original RFP were 18 and 4 percent, respectively. At contract award, Terralog pledged 0 percent MBE, 0 percent WBE. As part of Amendment No. 1, Terralog pledged 0 percent MBE, 0 percent WBE and 33.38 percent OBE participation. As of July 13, 2009, the actual participation level was 48.86 percent OBE.

Terralog has continued to commit in performing an outreach for specialized work for this project. Mi Swaco was added as a subcontractor, with a pledge of \$1,000,000 using the outreach effort as described in their letter dated June 27, 2007. Bureau of Sanitation staff obtained a list of firms with the capability of injecting slurry at high pressure from LA MBOC and confirmed with the firms that were contacted that they do not match their expertise and are not interested on this project.

The project manager reviews the amount invoiced and compare to schedule and MBE/WBE/OBE Utilization Profile.

BUREAU OF SANITATION
 BUREAU OF CONTRACT ADMINISTRATION
 JOINT BOARD REPORT NO.
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As of July 13, 2009, the OBE subconsultant participation for Terralog was as follows**:

Sub-consultants	MBE/ WBE/ OBE	Pledge % of Contract	Pledge Value	Actual Value	Actual % of Contract
B.J. Services Company	OBE	2.85%	\$225,339.00	\$294,556.16	3.72%
Baker Hughes Inteq	OBE	1.02%	\$80,992.00	\$89,501.00	1.13%
ChrisCo Bits	OBE	0.18%	\$14,000.00	\$3,788.75	0.05%
Downhole Stabilization, Inc.	OBE	0.13%	\$10,070.00	\$22,837.11	0.29%
Driltek Professional Drilling Management	OBE	1.19%	\$94,500.00	\$137,930.41	1.74%
Elco Filtration & Testing, Inc.	OBE	0.53%	\$42,000.00	\$174,138.68	2.20%
Energy Tubulars, Inc.	OBE	4.65%	\$368,069.40	\$470,559.68	5.95%
GEO Drilling Fluids, Inc.	OBE	1.14%	\$90,000.00	\$37,346.47	0.47%
Hogg Drilling Specialty Construction, Inc.	OBE	0.58%	\$46,000.00	\$23,000.00	0.29%
Kenai Drilling Limited	OBE	14.59%	\$1,154,550.00	\$875,622.42	11.07%
Murray Plumbing and Heating Corp.	OBE	0.47%	\$37,318.00	\$36,718.26	0.46%
Pensinger's Motor Homes	OBE	0.06%	\$4,725.00	\$14,906.79	0.19%
PetroLog, Inc.	OBE	0.47%	\$37,580.00	\$45,300.00	0.57%
ReedHycalog, LP	OBE	0.13%	\$10,580.00	\$27,352.71	0.35%
Reliable Equipment Rental, Inc.	OBE	0.71%	\$55,860.00	\$104,307.90	3.36%
Schlumberger Well Services	OBE	2.49%	\$196,616.00	\$280,294.44	3.54%
Soli-Bond, Inc.	OBE	0.58%	\$46,000.00	\$82,887.47	1.05%
Spectrum Geophysics	OBE	0.03%	\$2,075.00	\$2,075.00	0.03%
Well Dynamics, a Halliburton-Shell JV	OBE	1.57%	\$124,530.00	\$273,717.77	3.46%
AllenCo	OBE	0.19%	\$15,000.00	\$15,644.10	0.20%
Berg Electric Corp	OBE	3.10%	\$245,000.00	\$187,158.00	2.37%
ESG Canada Inc.	OBE	9.48%	\$750,000.00	\$358,272.23	4.53%
Key Energy Service	OBE	1.05%	\$83,000.00	\$89,905.18	1.14%
Oil Well Service Company	OBE	0.20%	\$16,000.00	\$17,398.16	0.22%
Pinnacle Technologies	OBE	5.06%	\$400,000.00	\$9,944.00	0.13%
Gallade Chemical	OBE	0.20%	\$16,000.00	\$3,958.99	0.05%
Smith Brothers Crane Rental Inc	OBE	0.08%	\$6,000.00	\$2,116.80	0.03%
Tiger Cased Hole Services Inc	OBE	0.17%	\$13,500.00	\$8,930.05	0.11%
Total MBE Participation		0.00%	\$0.00	\$0.00	0.00%
Total WBE Participation		0.00%	\$0.00	\$0.00	0.00%
Total OBE Participation			\$4,185,304.40	\$3,690,168.53	48.86%
Total Amount Invoiced			\$7,552,534.37		

BUREAU OF SANITATION
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The operation phase of the contract will have less construction and third-party involvement; and most of the work will be performed by Terralog staff. Therefore, the pledged participation level will be 25.99** percent OBE with this amendment.

The OBE subconsultant participation, including Amendment No. 2 will be as follows**:

Sub-consultants	MBE/ WBE/ OBE	Pledged Value	% of Contract Pledged
B.J. Services Company	OBE	\$380,000	1.41%
Baker Hughes Inteq	OBE	\$160,000	0.59%
ChrisCo Bits	OBE	\$14,000	0.05%
Downhole Stabilization, Inc.	OBE	\$30,000	0.11%
Dritek Professional Drilling Management	OBE	\$270,000	1.00%
Elco Filtration & Testing, Inc.	OBE	\$174,138.68	0.65%
Energy Tubulars, Inc.	OBE	\$940,000	3.49%
ESG	OBE	\$750,000	2.78%
GEO Drilling Fluids, Inc.	OBE	\$105,000	0.39%
Hogg Drilling Specialty Construction, Inc.	OBE	\$46,000	0.17%
Kenai Drilling Limited	OBE	\$1,325,000	4.92%
MI Swaco	OBE	\$1,000,000	3.71%
Murray Plumbing and Heating Corp.	OBE	\$37,318	0.14%
Pensinger's Motor Homes	OBE	\$21,000	0.08%
PetroLog, Inc.	OBE	\$67,500	0.25%
Pinnacle	OBE	\$400,000	1.49%
ReedHycalog, LP	OBE	\$27,352.71	0.10%
Reliable Equipment Rental, Inc.	OBE	\$104,307.90	0.39%
Schlumberger Well Services	OBE	\$350,000	1.30%
Soli-Bond, Inc.	OBE	\$120,000	0.45%
Spectrum Geophysics	OBE	\$2,075	0.01%
Well Dynamics	OBE	\$273,317.73	1.01%
Allen Company	OBE	\$15,644.10	0.06%
Berg Electric Corp	OBE	\$245,000	0.91%
Key Energy Service	OBE	\$89,905.18	0.33%
Oil Well Service Company	OBE	\$17,398.16	0.06%
Gallade Chemical	OBE	\$16,000	0.06%
Smith Brothers Crane Rental Inc.	OBE	\$6,000	0.02%
Tiger Cased Hole Services Inc	OBE	\$13,500	0.05%
Total MBE Participation		\$0	0.00%
Total WBE Participation		\$0	0.00%
Total OBE Participation		\$7,000,857.50	25.99%
Total Contract Amount		\$26,932,952	

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Seven subcontractors listed above namely: Allen Company, Berg Electric Corporation, Key Energy Service, Oil Well Service Company, Gallade Chemical, Smith Brothers Crane Rental Inc., and Tiger Cased Hole Services Inc. will not be utilized for the future services required for Amendment No. 2.

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City Personnel responsible for the quality control of this contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of this contract.

Contractor Responsibility Ordinance

All contractors participating in this project are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the contract subject to termination pursuant to the conditions expressed therein.

Compliance with Charter Section 1022

The Charter Section 1022 CAO determination request was filed with CAO office on July 16, 2009. The CAO determination was received on August 5, 2009, which concludes that there is insufficient staff to perform the work proposed to be contracted and additional staff cannot be employed and trained in a timely manner to meet the department's need.

Notification of Intent to Contract

The "Notification of Intent to Contract" form was filed with the CAO Clearinghouse on March 14, 2008.

Headquarters Address & Workforce Information

Terralog Technologies USA, Inc. is located at 332 East Foothill Blvd, Arcadia, CA 91006. None of the employees live within the City of Los Angeles.

Contract Administration

Responsibility for administering this contract will be with the Hyperion Treatment Division -- Biosolids Section.

City Attorney Review

The City Attorney has reviewed this contract and has approved it as to form.

STATUS OF FINANCING

Funding for this project will not exceed \$26,932,952, including Wastewater Capital Improvement Program (WCIP) funds. The estimated costs break down for these services are:

Fiscal Year	Estimated Costs	Fund	
		761	760
08-09	\$ 6,978,680	\$5,778,680	\$1,200,000
09-10	\$ 3,979,200		\$ 3,979,200
10-11	\$ 5,291,378		\$ 5,291,378
11-12	\$ 5,291,378		\$ 5,291,378
12-13	\$ 5,392,316		\$ 5,392,316
Total	\$ 26,932,952	\$5,779,441	\$21,155,032

Funds in the amount of \$3,979,200 are available in the Sewer Operations & Maintenance, Contractual Services, as follows:

FY	Division	Fund	Account	Object	Line #	Amount
09-10	HTP	760	F282	304	50	\$3,076,200
	TIWRP	760	F282	304	132	\$903,000
Total						\$3,979,200

The remaining fund requirements of \$15,975,072 will be budgeted in the subsequent fiscal years in the Sewer Operations & Maintenance Fund 760.

The contract contains a "Financial Liability Clause" which states, "the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

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Funds in the amount of \$3,979,200 are available in the Sewer Operations & Maintenance, Contractual Services, as follows:

FY	Division	Fund	Account	Object	Line #	Amount
09-10	HTP	760	F282	304	50	\$3,076,200
	TIWRP	760	F282	304	132	\$903,000
Total						\$3,979,200

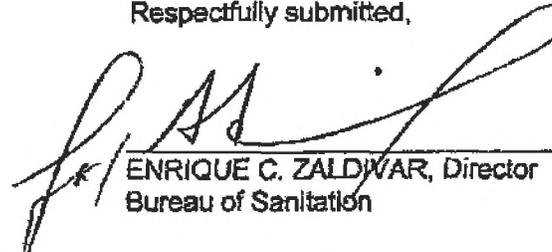
The remaining fund requirements of \$15,975,072 will be budgeted in the subsequent fiscal years in the Sewer Operations & Maintenance Fund 760.

The contract contains a "Financial Liability Clause" which states, "the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

Respectfully submitted,

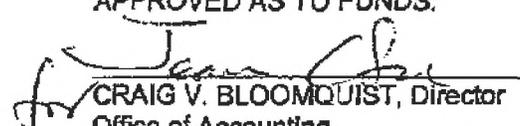
COMPLIANCE REVIEW PERFORMED
 AND APPROVED BY:


 HANNAH CHOI, Program Manager
 Office of Contract Compliance
 Bureau of Contract Administration


 ENRIQUE C. ZALDIVAR, Director
 Bureau of Sanitation


 JOHN L. REAMER, JR. Director
 Bureau of Contract Administration

APPROVED AS TO FUNDS:


 CRAIG V. BLOOMQUIST, Director
 Office of Accounting
 Date: 8/12/09

Prepared by:
 Ernesto Libunao, HTD
 310-648-5319

November 10, 2009

Addendum to the Board Report for Terralog Technologies USA, Inc. Amendment No. 2 adopted on August 14, 2009

Subsequent to the approval by the Board on August 14, 2009, of the execution of Amendment No. 2 to Contract C-109787 between the City of Los Angeles (City) and Terralog Technologies USA, Inc. (Terralog) for specialized expert assistance in developing the Terminal Island Renewable (T.I.R.E.) Project, the City Attorneys' Office requested the addition of the Patent License Agreement to the contract agreement. The Patent License Agreement will grant to the City an irrevocable, non-exclusive and non-transferrable license to all rights that Terralog or its Assignee now possess, or may hereafter acquire, to utilize the technology being used and developed for the T.I.R.E. project, including improvements to that technology hereafter developed, for use by the City at facilities owned or operated by the City that inject biosolids into the ground.

Also, Terralog sent a letter dated September 16, 2009 (attached) informing the City that they had undergone an internal reorganization to separate the Oilfield Services side of the business from the new Municipal Services side of the business. Terralog Technologies USA, Inc. will continue to provide injection services to the Oil and Gas Industry, while a new organization, GeoEnvironment Technologies, LLC has been formed to focus exclusively on injection services to the Municipal Industry, including ongoing operations of the T.I.R.E. project. The letter also requested the City to assign the contract to the new organization maintaining all the terms, conditions, and provisions, in accordance with Article 18 of the contract.

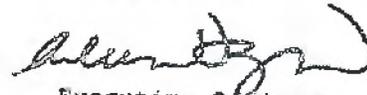
The City has concurred with the request in accordance with Article 18 of the Contract Agreement. The License Agreement language of Contract Amendment No. 2 was changed from "Terralog" to "Terralog or its Assignee" as per the recommendation of the City Attorneys' Office.

TRANSMITTAL 5

DEPARTMENT OF PUBLIC WORKS

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ADOPTED BY THE BOARD
 PUBLIC WORKS OF THE CITY
 of Los Angeles California
 AND REFERRED TO THE MAYOR
 DEC 23 2013


 Executive Officer

CD: ALL

AUTHORITY TO EXERCISE THE TWO-YEAR RENEWAL OPTION IN AMENDMENT NO.2 TO PERSONAL SERVICES CONTRACT NO. C-109787 WITH GEOENVIRONMENT TECHNOLOGIES, LLC. ALSO KNOWN AS TERRALOG TECHNOLOGIES USA, INC. (TERRALOG) FOR SPECIALIZED EXPERT ASSISTANCE IN DEVELOPING THE TERMINAL ISLAND RENEWABLE ENERGY PROJECT

RECOMMENDATIONS

Approve and forward this report with transmittals to the Mayor and City Council with the request that the Board of Public Works (Board) be authorized to exercise the two-year renewal option in Amendment no. 2 to Contract no.109787 between the City of Los Angeles (CITY) and GeoEnvironment Technologies, LLC. (GeoEnvironment), also known as Terralog Technologies USA, Inc. (Terralog), for specialized expert assistance in developing the Terminal Island Renewable Energy (TIRE) project. All terms and conditions remain in effect. The total contract cost ceiling also remains unchanged at \$26.9 million.

FISCAL IMPACT STATEMENT

There is no general fund impact resulting from exercising this renewal option. This renewal option is funded by the Sewer Construction Maintenance and Operation (SCMO) Fund.

TRANSMITTALS

1. Copy of Bureaus of Sanitation and Contract Administration Joint Board Report No. 1, adopted on March 13, 2006, authorizing execution of a personal services contract with Terralog.
2. Copy of Bureaus of Sanitation and Contract Administration Joint Board Report No. 1, adopted on August 29, 2007, authorizing execution of Amendment No. 1 to Contract No. C-109787 with Terralog.
3. Copy of the Motion adopted on December 22, 2008, authorizing the change in source of funding for the operation activities.
4. Copy of the Motion adopted on May 11, 2009 approving the extension of the existing contract with Terralog on a month-to-month basis for a period not to exceed three (3) months until the proposed Amendment no. 2 to agreement C-109787 is fully executed.
5. Copy of the Bureaus of Sanitation and Contract Administration Joint Board Report No. 1, adopted on August 14, 2009, authorizing execution of Amendment No. 2 to Contract No. C-109787 with Terralog.

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6. Copy of the letter from GeoEnvironment to the Bureau of Sanitation, dated September 16, 2009 regarding the company's reorganization.
7. Copy of the letter from the Bureau of Sanitation to Terralog, dated November 3, 2009, acknowledging Terralog's reorganization.
8. Copy of the adopted City Council Action dated February 17, 2010 authorizing the Board of Public Works to execute a second amendment to Contract 109787 with Terralog Technologies USA, Inc. or its assignee.
9. Copy of Amendment No. 2 to Contract No. C-109787, executed on March 1, 2010.

DISCUSSION

Background

In July 1999, the CITY released a Request for Proposals (RFP) for cost-effective approaches to manage Class "A" Exceptional Quality (EQ) biosolids. At the time, the biosolids from both Hyperion Treatment Plant (HTP) and Terminal Island Water Reclamation Plant (TIWRP) were classified as Class "B" biosolids, which could be beneficially used either through land application or composting. As a result, the CITY transported all the CITY biosolids to Kern County for land application. However, in 1999, Kern County passed an ordinance that only allowed Class "A" EQ biosolids for transportation and land application in its County. Therefore, the CITY released an RFP to solicit the best available technology at the most competitive price to transform CITY biosolids from Class B into Class A or greater rating.

In January 2001, the CITY began negotiations with Terralog for a pilot project agreement in connection with their proposal in response to the RFP for economic approaches to Class A/EQ biosolids. Terralog proposed the pilot project with slurry fracture injection and placement of biosolids in deep geological formations at the TIWRP.

On March 13, 2006, the Board authorized execution of an agreement with Terralog to develop the TIRE project (Transmittal No. 1). Under this agreement, Terralog designed, procured, and managed the drilling of two (2) wells. On November 6, 2006, the CITY obtained a five-year pilot project permit from the United States Environmental Protection Agency (EPA) to inject biosolids at TIWRP.

On August 29, 2007, the Board authorized execution of the first amendment to Contract No. C-109787 with Terralog to include a six-month start-up period and to increase the cost ceiling of the contract from \$3,036,000 to \$7,912,000 (Transmittal No. 2). Terralog completed the drilling of two (2) wells at the TIWRP and installed slurry fracture equipment to begin injection into the wells on June 1, 2008.

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On December 22, 2008, the Board adopted a motion, authorizing a change in the source of funding of \$885,000 for the operation activities of this project for the period January 1, 2009 through the expiration of the contract, May 15, 2009 (Transmittal No. 3).

On May 11, 2009, the Board adopted a motion authorizing the extension of the existing contract with Terralog (C-109787) on a month-to-month basis until the proposed Amendment No. 2 to agreement C-109787 was fully executed (Transmittal No. 4).

On August 14, 2009, the Board approved and forwarded to the Mayor and City Council the execution of Amendment No. 2 to Contract C-109787 between the CITY and Terralog for specialized expert assistance in developing the Terminal Island Renewable (T.I.R.E.) Project (Transmittal No. 5). Subsequent to the approval by the Board, the City Attorneys' Office requested the addition of the Patent License Agreement to the contract agreement. The Patent License Agreement will grant to the CITY an irrevocable, non-exclusive and non-transferrable license to all rights that GeoEnvironment or its Assignee, now possess, or may hereafter acquire, to utilize the technology being used and developed for the TIRE project (including improvements to that technology hereafter developed for use by the CITY at facilities owned or operated by the CITY that inject biosolids into the ground).

In a letter dated September 16, 2009, Terralog informed the CITY that they had internally reorganized to separate the Oilfield Services division from the new Municipal Services division (Transmittal No. 6). Terralog will continue to provide injection services to the Oil and Gas Industry; however a new organization called GeoEnvironment Technologies, LLC has been created to focus exclusively on injection services to the Municipal Service Industry, including ongoing operations of the T.I.R.E. project. This letter also requested the CITY to acknowledge the new organization to maintain all the terms, conditions, and provisions, in accordance with Article 18 of Contract No. 109787 (Transmittal No. 7). The CITY concurred with this request in accordance with Article 18 of the Contract Agreement. The License Agreement language of Contract Amendment No. 2 was changed from "Terralog" to "Terralog or its Assignee" as per the recommendation of the City Attorney.

On February 12, 2010, the City Council adopted the recommendation to authorize the Board to execute a second amendment to Contract No. 109878 with Terralog or its assignee for continued implementation of the CITY's TIRE project (Transmittal No. 8)

On March 1, 2010, the Board executed Amendment No. 2 that extended the contract for an additional 47 months of continued operation activity with two, 2-year options to renew (Transmittal No. 9).

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At the end of 47 months of operation (January 31, 2014) and forty-seven (47) monthly payments paid by the CITY of Structured Fees, GeoEnvironment will grant an irrevocable, non-exclusive and non-transferrable right and license to the CITY to use the Licensed Property, in the form of the Patent License Agreement attached to Amendment No. 2 as Exhibit N.

Work

This renewal option will authorize GeoEnvironment to continue to perform the following activities:

- Provide surface equipment for injection
- Provide staff for injection
- Engineering and construction management as needed
- Inject digested or undigested sludge from TIWRP
- Inject brine from TIWRP
- Inject biosolids from HTP
- Monitor and report on progress of the pilot study to the EPA

Cost Estimate

The total cost ceiling of Amendment No. 2 (\$26.9 million) remains the same and does not change by exercising this two-year renewal option.

Justification for Exercising the Renewal Option

The extension of the contract term to January 31, 2016 will allow the CITY to continue the biosolids injection and testing for a period of two years. This activity would continue to prove the viability of the slurry fracture injection process during the EPA permit period. The TIRE project has the potential to open doors to a new innovative option for biosolids management and wastewater byproducts as a renewable resource in an environmentally safe manner. There is the potential of producing green renewable energy, resulting in reduced gas emissions. Another benefit is the sequestration of carbon dioxide.

In addition, GeoEnvironment has provided satisfactory services to the CITY since the execution of its original contract and has proven that they are a reliable contractor.

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MBE/WBE/OBE Subcontractor Outreach Program

The original MBE and WBE participation levels established by the CITY in the original RFP were 18 and 4 percent, respectively. At contract award, Terralog pledged 0 percent MBE, 0 percent WBE and 0 percent OBE. As part of Amendment No. 1, Terralog pledged 0 percent MBE, 0 percent WBE and 33.38 percent OBE participation and achieved 48.86 percent OBE participation. As part of Amendment No. 2, Terralog pledged 0 percent MBE, 0 percent WBE and 25.99 percent OBE participation. As of July 31, 2013, GeoEnvironment's actual participation level was 0.01 percent MBE, 0 percent WBE and 38.60 percent OBE.

As of July 31, 2013, the achieved subconsultant participation for GeoEnvironment was as follows:

NAME OF SUBCONTRACTOR	MBE/ WBE/ OBE	GENDER/ ETHNICITY	INVOICED TO DATE	PARTICIPATION TO DATE
CalScience Labs	MBE	M/HA	\$225	0.00%
Noriega Pipeline Inc.	MBE	M/APA	\$ 840	0.00%
A-1 Coast Rentals*	OBE		\$28	0.00%
ACME*	OBE		\$ 8,665	0.04%
Accu-Cut	OBE		\$ 13,150	0.06%
Aguilar Testing Services**	OBE		\$ 1,411	0.01%
Aidyl Corp-Sinclar Drilling Fluids*	OBE		\$ 2,544	0.01%
Avel Roll Off*	OBE		\$288	0.00%
C.E. Allen Co. (dba AllenCo)	OBE		\$ 85,176	0.41%
Baker Hughes Inteq.	OBE		\$ 95,101	0.46%
Berg Electric Corp	OBE		\$ 207,224	1.00%
Black Gold Pump**	OBE		\$704	0.00%
BG Oil Tool LLC*	OBE		\$ 5,828	0.03%
BJ Services Company	OBE		\$ 325,983	1.57%
Bob Hill Hydraulic Crane*	OBE		\$ 1,091	0.01%
Bob-Vac Services, Inc.*	OBE		\$ 154	0.00%
B&L Casing Services*	OBE		\$ 29,789	0.14%
Brandt*	OBE		\$30,636	0.15%
Cameron West Coast (formerly Elco, Inc.)	OBE		\$ 221,049	1.06%
Cannon Services, LTD*	OBE		\$ 2,083	0.01%
Chris Co. Bits	OBE		\$17,330	0.08%
Core Lab*	OBE		\$ 18,113	0.09%

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C.W. Services*	OBE	\$ 2,974	0.01%
D-MAC Electrical Contractors	OBE	\$ 26,885	0.13%
Davis-Lynch Inc*	OBE	\$ 63,124	0.30%
Dedicated Vacuum Services**	OBE	\$ 28,784	0.14%
DeWitt*	OBE	\$ 7,386	0.04%
Dion and Sons, Inc.**	OBE	\$ 27	0.00%
Downhole Stabilization	OBE	\$ 22,837	0.11%
Don Clarke*	OBE	\$ 5,114	0.02%
DMW Industries, Inc.**	OBE	\$ 2,861	0.01%
Dritek Professional Drilling Mgt	OBE	\$ 221,318	1.06%
Eagle Trucking and Crane Svc.*	OBE	\$ 33,692	0.16%
Elec Tech	OBE	\$ 206,460	0.99%
Energy Tubulars, Inc.	OBE	\$ 509,559	2.45%
Eng. Seismology Grp Canada, Inc.	OBE	\$ 430,250	2.07%
EPIC*	OBE	\$ 1,033	0.00%
Falcon Fuels*	OBE	\$ 2,500	0.01%
FedEx**	OBE	\$ 367	0.00%
Flat Top Enterprises, Inc.**	OBE	\$ 1,091	0.01%
Gallade Chemical	OBE	\$ 7,263	0.03%
GeoDrilling Fluids Inc.	OBE	\$ 92,370	0.44%
Goldmark Diesel Equipment*	OBE	\$ 500,000	2.41%
Halliburton*	OBE	\$ 68,324	0.33%
Hill's Welding & Engineering**	OBE	\$ 17,975	0.09%
Hogg Drilling Specialty Const. Inc.	OBE	\$ 29,840	0.14%
John Guzman Trucking*	OBE	\$ 2,265	0.01%
John Phillips*	OBE	\$ 5,483	0.03%
Kelly Pipe*	OBE	\$ 220,919	1.06%
Kenai Drilling	OBE	\$ 918,922	4.42%
Key Energy Service	OBE	\$ 89,905	0.43%
Lovco Construction, Inc.*	OBE	\$ 17,445	0.08%
MD Totco*	OBE	\$ 22,668	0.11%
MiSwaco	OBE	\$ 524,111	2.52%
Murray Plumbing & Heating Corp.	OBE	\$ 36,718	0.18%

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National Oil Well Varco*	OBE	\$ 12,463	0.06%
Oil Well Service Company	OBE	\$ 17,398	0.08%
Oil Field Tubulars and Supply*	OBE	\$ 60,818	0.29%
Pacific Petroleum*	OBE	\$ 22,581	0.11%
Patriot Environmental Services**	OBE	\$ 12,130	0.06%
Patriot Resources**	OBE	\$ 1,352,533	6.51%
Pensinger's Motor Homes	OBE	\$ 15,273	0.07%
PetroLog, Inc.	OBE	\$ 51,585	0.25%
Petroleum Solids Control*	OBE	\$ 37,193	0.18%
Phillips Steel*	OBE	\$ 2,531	0.01%
Pinnacle Technologies	OBE	\$ 9,944	0.05%
Postal Annex**	OBE	\$ 56	0.00%
Rain for Rent*	OBE	\$ 18,541	0.09%
Ray Lombera & Associates	OBE	\$ 650	0.00%
Reed Hycalog	OBE	\$ 27,353	0.13%
Reliable Equipment Rental, Inc.	OBE	\$ 174,503	0.84%
Santa Clara Waste Water*	OBE	\$ 795	0.00%
Schlumberger Well Services	OBE	\$ 429,596	2.07%
Scientific Drilling*	OBE	\$ 25,548	0.12%
Smith Brothers Crane Rental Inc.	OBE	\$ 5,331	0.03%
Soli-Bond Inc.	OBE	\$ 136,462	0.66%
SOS Crane & Trucking*	OBE	\$ 3,821	0.02%
Spectrum Geophysics	OBE	\$ 2,075	0.01%
T & T Truck and Crane*	OBE	\$ 22,684	0.11%
The Regents of the University*	OBE	\$ 2,280	0.01%
Tiger Cased Hole Services Inc.	OBE	\$ 8,930	0.04%
TMG Transportation Inc.**	OBE	\$ 288	0.00%
Traffic Solutions*	OBE	\$ 66	0.00%
Trench Plate Rental Co.*	OBE	\$ 148	0.00%
Tryad Service Corp.*	OBE	\$ 129	0.00%
Tubular Inspection*	OBE	\$ 2,097	0.01%
United Site Services of CA*	OBE	\$ 6,174	0.02%
Weatherford US., LP*	OBE	\$ 83,437	0.40%

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Weil Dynamics	OBE	\$ 273,718	1.32%
West Coast Casing LL*	OBE	\$ 1,980	0.01%
Worldwide Equipment Rental**	OBE	\$ 17,250	0.08%
Total MBE Participation		\$ 1,065	0.01%
Total WBE Participation		\$ 0	0%
Total OBE Participation		\$ 8,024,178	38.60%
Total MBE/WBE/OBE Participation		\$ 8,025,243	38.60%
Total Amount Invoiced			\$20,788,254

*Ongoing use of subcontractor. Added without outreach.

** One time use of subcontractor. Added without outreach.

During an audit of this Amendment, the Bureau of Sanitation (BOS) discovered the Contractor could not provide documentation to confirm several subcontractors were added through a proper outreach. BOS Centralized Contracts Unit (CCU) found that these supplemental outreaches were either not properly performed or performed in a timely manner. As a result, there was an inability to verify the selection(s) and process. However, the current Project Manager for the Contractor has assured BOS that all current and future outreaches will be properly conducted and documented.

Table 2: For this 2-year renewal option, the OBE subconsultant participation levels for GeoEnvironment will be as follows:

NAME OF SUBCONTRACTOR	MBE/ WBE/ OBE	GENDER/ ETHNICITY	PLEGGED SUBCONTRACTOR AMOUNT	% OF PLEGGED CONTRACT
CalScience Labs	MBE	M/HA	\$1,000	0.00%
Noriega Pipeline Inc.	MBE	M/APA	\$12,000	0.04%
A-1 Coast Rentals	OBE		\$1,000	0.00%
ACME	OBE		\$ 12,000	0.04%
Accu-Cut	OBE		\$ 50,000	0.19%
Aguilar Testing Services	OBE		\$ 1,411	0.01%
Aidyl Corp-Sinclar Drilling Fluids	OBE		\$ 5,000	0.02%
Avel Roll Off	OBE		\$ 600	0.00%
C.E. AllenCo. (dba AllenCo)	OBE		\$ 150,000	0.56%
Baker Hughes Inteq.	OBE		\$ 120,000	0.45%
Berg Electric Corp	OBE		\$ 220,000	0.82%
Black Gold Pump	OBE		\$ 704	0.00%

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BG Oil Tool LLC	OBE	\$ 10,000	0.04%
BJ Services Company	OBE	\$ 400,000	1.49%
Bob Hill Hydraulic Crane	OBE	\$ 4,000	0.01%
Bob-Vac Services, Inc.	OBE	\$ 1,000	0.00%
B&L Casing Services	OBE	\$ 45,000	0.17%
Brandt	OBE	\$ 48,000	0.18%
Cameron West Coast (formerly Eico, Inc.)	OBE	\$ 275,000	1.02%
Cannon Services, LTD	OBE	\$ 4,400	0.02%
Chris Co. Bits	OBE	\$ 30,000	0.11%
Core Lab	OBE	\$ 26,000	0.10%
C.W. Services	OBE	\$ 5,000	0.02%
D-MAC Electrical Contractors	OBE	\$ 66,000	0.25%
Davis-Lynch Inc.	OBE	\$ 80,000	0.30%
Dedicated Vacuum Services	OBE	\$ 28,784	0.11%
DeWitt	OBE	\$ 16,000	0.06%
Dion and Sons, Inc.	OBE	\$ 27	0.00%
Downhole Stabilization	OBE	\$ 39,000	0.14%
Don Clarke	OBE	\$ 12,000	0.04%
DMW Industries, Inc.	OBE	\$ 2,861	0.01%
Driltek Professional Drilling Mgt	OBE	\$ 300,000	1.11%
Eagle Trucking and Crane Svc.	OBE	\$ 50,000	0.19%
Elec Tech	OBE	\$ 220,000	0.82%
Energy Tubulars, Inc.	OBE	\$ 625,000	2.32%
Eng. Seismology Grp Canada, Inc.	OBE	\$ 600,000	2.23%
EPIC	OBE	\$ 2,200	0.01%
Falcon Fuels	OBE	\$ 6,000	0.02%
FedEx	OBE	\$ 367	0.00%
Flat Top Enterprises, Inc.	OBE	\$ 1,091	0.00%
Gallade Chemical	OBE	\$ 10,000	0.04%
GeoDrilling Fluids Inc	OBE	\$ 120,000	0.45%
Goldmark Diesel Equipment	OBE	\$750,000	2.78%
Halliburton	OBE	\$ 120,000	0.45%
Hill's Welding & Engineering	OBE	\$ 17,975	0.07%
Hogg Drilling Specialty Const. Inc.	OBE	\$ 75,000	0.28%
John Guzman Trucking	OBE	\$ 5,400	0.02%
John Phillips	OBE	\$ 8,000	0.03%
Kelly Pipe	OBE	\$ 330,000	1.23%
Kenai Drilling	OBE	\$ 1,600,000	5.94%
Key Energy Service	OBE	\$ 135,000	0.50%

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Lovco Construction, Inc.	OBE		\$ 64,000	0.24%
MD Totco	OBE		\$ 34,000	0.13%
MiSwaco	OBE		\$ 524,111	1.95%
Murray Plumbing and Heating Corp.	OBE		\$ 40,000	0.15%
National Oil Well Varco	OBE		\$ 28,000	0.10%
Oil Well Service Company	OBE		\$ 26,000	0.10%
Oil Field Tubulars and Supply	OBE		\$ 90,000	0.33%
Pacific Petroleum	OBE		\$ 34,000	0.13%
Patriot Environmental Services	OBE		\$ 12,130	0.05%
Patriot Resources	OBE		\$ 1,352,533	5.02%
Pensinger's Motor Homes	OBE		\$ 28,000	0.10%
PetroLog, Inc.	OBE		\$ 76,000	0.28%
Petroleum Solids Control	OBE		\$ 56,000	0.21%
Phillips Steel	OBE		\$ 12,000	0.04%
Pinnacle Technologies	OBE		\$ 12,000	0.04%
Postal Annex	OBE		\$ 56	0.00%
Rain for Rent	OBE		\$ 40,000	0.15%
Ray Lombera & Associates	OBE		\$ 1,200	0.00%
Reed Hycalog	OBE		\$ 32,000	0.12%
Reliable Equipment Rental, Inc.	OBE		\$ 200,000	0.74%
Santa Clara Waste Water	OBE		\$ 2,400	0.01%
Schfumberger Well Services	OBE		\$ 560,000	2.08%
Scientific Drilling	OBE		\$ 32,000	0.12%
Smith Brothers Crane Rental Inc.	OBE		\$ 8,000	0.03%
Soli-Bond Inc.	OBE		\$ 180,000	0.67%
SOS Crane & Trucking	OBE		\$ 6,400	0.02%
Spectrum Geophysics	OBE		\$ 2,800	0.01%
T & T Truck and Crane	OBE		\$ 32,000	0.12%
The Regents of the University	OBE		\$ 6,000	0.02%
Tiger Cased Hole Services Inc.	OBE		\$ 12,000	0.04%
TMG Transportation Inc.	OBE		\$ 288	0.00%
Traffic Solutions	OBE		\$ 1,000	0.00%
Trench Plate Rental Co.	OBE		\$ 1,000	0.00%
Tryad Service Corp.	OBE		\$ 1,000	0.00%
Tubular Inspection	OBE		\$ 2,800	0.01%
United Site Services of CA	OBE		\$ 7,200	0.03%
Variable Speed Solutions*	OBE		\$ 3,200	0.01%
Weatherford US., LP	OBE		\$ 96,000	0.36%
Well Dynamics	OBE		\$ 400,000	1.49%
West Coast Casing LL	OBE		\$ 3,400	0.01%
Worldwide Equipment Rental	OBE		\$ 17,250	0.06%
Total MBE Participation			\$13,000	0.06%

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Total WBE Participation			\$ 0	0.00%
Total OBE Participation			\$10,666,588	39.60%
Total MBE/WBE/OBE Participation			\$10,679,588	39.65%
Total Contract Amount			\$ 26,932,952	

*Variable Speed Solutions was added without the performance of an outreach. This subcontractor was added to increase the efficiency of a new 500 horsepower motor and existing motor drive module.

Other City Requirements

GeoEnvironment shall continue to comply with all of the CITY's requirements including:

- Nondiscrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Service Contractor Worker Retention Ordinances
- Americans with Disabilities Act
- Insurance Requirements
- Child Support Obligations
- Business Tax Registration Certificate
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance
- Municipal Lobbying Ordinance
- Non-collusion Affidavit
- City of Los Angeles Contract History
- Los Angeles Residence Information
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- First Source Hiring Ordinance

Notification of Intent to Contract

The required "Notification of Intent to Contract" was filed with the City Administrative Office (CAO) Clearinghouse on March 14, 2008.

Charter Section 1022

On March 8, 2013, the Personnel Department concluded that CITY employees do not have the expertise to perform the work and that the extension of the contract is to allow for completion of work already in progress.

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate CITY personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration (Department of Public Works) upon completion of this contract.

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Contract Responsibility Ordinance

All contractors participating in this project are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

Contract Administration

Responsibility for administration of the contract will be with the Hyperion Treatment Division, Bureau of Sanitation.

Headquarters and Work Force Information

The headquarters address of GeoEnvironment is at 332 E. Foothill Boulevard, Arcadia, California 91006. None of the employees live within the City of Los Angeles.

Approved as to Form

City Attorney reviewed this renewal option to Contract No. C-109787 and approved it as to form.

FUNDING HISTORY

Year	Expenditures	Total Expenditures	Contract Ceiling
2004	\$ 800,000		
2005	\$ 1,200,000		
2006	\$ 1,966,680		
2007	\$ 340,000		
2008	\$ 1,472,000		
2009	\$ 1,179,410		
2010	\$ 4,161,311		
2011	\$ 3,027,000		
2012	\$ 2,902,475		
2013	\$ 3,739,378	\$ 20,788,254	\$ 26,932,952

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STATUS OF FINANCING

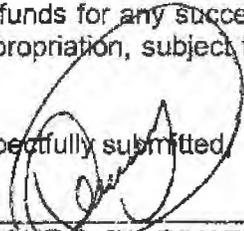
For Fiscal Year 2013-14, approved funds in the amount of \$4,554,374 are available in the Sewer Operations & Maintenance Contractual Services account, as follows:

FY	Division	Fund	Account	Object	Line #	Amount
13-14	HTP	760	50KX82	304	38	\$3,801,974
	TIWRP	760	50KX82	304	138	\$ 752,400
Total						\$4,554,374

Additional funds will be requested during the budget process for the succeeding fiscal years.

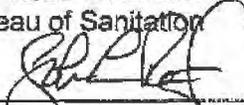
This Contract Amendment No. 2 contains a "Financial Liability Clause" which states that "the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

Respectfully submitted,


 ENRIQUE C. ZALDIVAR, Director
 Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
 AND APPROVED BY:


 HANNAH CHOI, Program Manager
 Office of Contract Compliance
 Bureau of Contract Administration


 JOHN D. REAMER, JR., Director
 Bureau of Contract Administration

APPROVED AS TO FUNDS:


 VICTORIA A. SANTIAGO, Director
 Office of Accounting
 Date: 12/18/13

Prepared by:
 Ernesto Libunao, HTP
 (310)648-5319

TRANSMITTAL 6

C-109787-3

AMENDMENT NO. 3

TO

CONTRACT AGREEMENT C-109787

BETWEEN THE

CITY OF LOS ANGELES

AND

GEOENVIRONMENT TECHNOLOGIES, LLC.

ALSO KNOWN AS

TERRALOG TECHNOLOGIES USA, INC.

FOR

TERMINAL ISLAND RENEWABLE ENERGY (T.I.R.E.) PROJECT

BUREAU OF SANITATION

DEPARTMENT OF PUBLIC WORKS

CITY OF LOS ANGELES

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- EXHIBIT D – TASK AGREEMENT FORM (TAF)
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**AMENDMENT NO. 3
TO CONTRACT NUMBER C-109787
BETWEEN THE CITY OF LOS ANGELES AND
GEOENVIRONMENT TECHNOLOGIES, LLC.**

This AMENDMENT NO. 3 to CONTRACT NO. C-109787, made and entered into by and between the City of Los Angeles, California, a municipal corporation acting by order of and through its Board of Public Works (hereinafter referred to as the "CITY") and GeoEnvironment Technologies, LLC., also known as Terralog Technologies USA, Inc. (TERRALOG) a corporation, (hereinafter referred to as "GEOENVIRONMENT"), is set forth as follows:

WITNESSETH

WHEREAS, Biosolids are nutrient-rich organic materials, which are the by-product of the wastewater treatment process that can be beneficially used; and

WHEREAS, the CITY currently produces approximately 670 wet tons per day of biosolids at the Hyperion and Terminal Island Water Reclamation Plants; and

WHEREAS, the CITY terminated the discharge of biosolids into Santa Monica Bay on November 1, 1987, and is committed to keeping the biosolids out of the Bay; and

WHEREAS, the CITY is committed to finding innovative and creative means of beneficially using the biosolids; and

WHEREAS, TERRALOG submitted a proposal in response to the CITY's Request for Proposals for Economic Approaches to Class A/EQ Biosolids; and

WHEREAS, TERRALOG was selected from the top five (5) proposers based on viability of their method of processing the CITY's biosolids; and

WHEREAS, the CITY executed Contract C-109787 on May 15, 2006 with TERRALOG to develop the Terminal Island Renewable Energy Project for the purpose of injecting the CITY biosolids in deep geological formations ("Original Contract"); and

WHEREAS, TERRALOG's project involves the conversion of the CITY's biosolids to methane by natural biodegradation; and

WHEREAS, TERRALOG uses its deep well injection expertise and processes to inject biosolids into suitable subsurface geologic formations; and

WHEREAS, TERRALOG has demonstrated the ability and has agreed to perform the above-referenced tasks in an environmentally sound manner in material compliance with all applicable laws, regulations, rules and other requirements of local, state and federal governments; and

WHEREAS, the CITY executed Amendment No. 1 to Contract C-109787 on September 28, 2007 to increase the contract ceiling by \$4,876,000 from \$3,036,000 to \$7,912,000 to cover the higher cost of drilling and monitoring, and to revise the scope of the work to include the start-up and testing ("Amendment No. 1"); and

WHEREAS, on May 11, 2009, the Board of Public Works adopted a motion to extend Contract C-109787 on a month-to-month basis for a period of three (3) months; and

WHEREAS, on March 1, 2010, the CITY executed Amendment No. 2 to Contract C-109787 to extend the contract for an additional 47 months of continued operation activity with two, 2-year options to renew and increased the contract ceiling from \$7,912,000 to \$26,932,952; and

WHEREAS, on August 14, 2009, subsequent to the approval of Contract Amendment No. 2 by the Board, the City Attorneys' Office requested the addition of the Patent License Agreement to the contract agreement. The Patent License Agreement will grant to the CITY an irrevocable, non-exclusive and non-transferrable license to all rights that TERRALOG or its Assignee, now possess, or may hereafter acquire, to utilize the technology being used and developed for the T.I.R.E. project; and

WHEREAS, in a letter dated September 16, 2009, TERRALOG informed the CITY that they had internally reorganized to separate the Oilfield Services division from the new Municipal Services division. GeoEnvironment Technologies, LLC had been created to focus exclusively on injection services for the Municipal Service Industry, including ongoing operations of the T.I.R.E. Project. This letter also requested the CITY acknowledge GeoEnvironment Technologies, LLC and to maintain all the terms, conditions, and provisions, in accordance with Article 18 of Contract No. C-109787. The

CITY concurred with this request in accordance with Article 18 of Contract No. C-109787. The License Agreement language of Contract Amendment No. 2 was changed from "Terralog" to "Terralog or its Assignee" as per the recommendation of the City Attorney; and

WHEREAS, on December 23, 2013, the Environmental Protection Agency (EPA) issued Permit #CA5060001 and authorized the injection of biosolids for a period of five (5) years effective immediately upon the date of issuance; and

WHEREAS, on January 31, 2014, GeoEnvironment granted an irrevocable, non-exclusive and non-transferrable right and license to the CITY to use the Licensed Property, in the form of the Patent License Agreement; and

WHEREAS, on March 5, 2014, the CITY authorized the extension of Amendment No. 2 for two years commencing January 31, 2014 until January 31, 2016; and

WHEREAS, this Amendment No. 3 to Contract C-109787 will provide equipment, personnel and expertise to conduct the Deep Well Injection and comply with the EPA permit and requirements ; and

WHEREAS, this Amendment No. 3 will extend the term of Contract C-109787 for three (3) additional years from the date of execution of this amendment with the option to extend for two terms, one year each term; and

WHEREAS, the contract ceiling shall be increased by \$31,287,555 from \$26,932,952 to \$58,220,507 to cover the cost of this contract Amendment;

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this Agreement, it is understood and agreed by and between the parties hereto as follows:

ARTICLE 1 - SECTION HEADINGS

Modify this Article to read as follows:

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the CITY or GEOENVIRONMENT. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

ARTICLE 2 - DEFINITIONS

Add the following definitions to this Article to read as follows:

GeoEnvironment Technologies, LLC - Aka GEOENVIRONMENT and formerly known as Terralog Technologies USA, Inc.

ARTICLE 3 - PROJECT DESCRIPTION

Modify the second paragraph of this Article to read as follows:

GEOENVIRONMENT shall operate the facility for an additional three (3) years from the date of execution of this amendment with the option to extend for two terms, one year each term as detailed in **EXHIBIT A**.

ARTICLE 4 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY GEOENVIRONMENT

Modify Article 4.3 to read as follows:

GEOENVIRONMENT shall maintain all records, in their original form, pertaining to the performance of this Contract, including records of financial transactions. These records shall be retained for a period of no less than four (4) years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract and within the four (4) years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. GEOENVIRONMENT shall provide any reports requested by the CITY regarding performance of this Contract within thirty (30) business days of the request by the CITY. Any subcontract entered into by GEOENVIRONMENT, as authorized under the terms of this Contract, shall include a like provision for work to be performed under this Contract.

Scope of project services is outlined in **EXHIBIT A**. The modification adds new task of operation to the responsibilities of GEOENVIRONMENT.

ARTICLE 5 - KEY PROJECT PERSONNEL

Modify Sub-article 5.2 to read as follows:

CITY designates Mark Starr, Senior Environmental Engineer, as its Project Director, representing the CITY in all matters within the scope of this Agreement relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the CITY's Project Director. The CITY's Project Director may designate project leads to direct specific tasks under this Agreement.

Add the following paragraph to this article to read as follows:

GEOENVIRONMENT agrees that personnel assigned to these positions at the commencement of services under this Agreement shall serve in these positions as long as required by the Contract, and GEOENVIRONMENT shall not change personnel assigned to these positions without the prior consent and approval of CITY's Project Director, whose consent shall not be withheld unreasonably.

ARTICLE 6 - TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

Modify this Article to read as follows:

This Amendment No. 3 will extend the term of Contract C-109787 for three years from the date of execution of this Amendment, unless terminated as provided under Article 7, or extended by amendment, or change order to this Agreement. Upon 180 days advance written notice, the CITY has the option to extend this Agreement for two terms, one year each; term subject to mutual agreement of the Parties and approval of the Board.

ARTICLE 7 - TERMINATION

No Change to this Article.

ARTICLE 8 - SUBCONSULTANT APPROVAL

Add this paragraph to this article to read as follows:

GEOENVIRONMENT shall not substitute subcontractors listed in this Agreement without the prior written approval of the CITY. GEOENVIRONMENT shall not add subcontractors to assist in the performance of this Agreement without the prior written approval of the CITY. If the CITY permits the use of subcontractors, GEOENVIRONMENT shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve GEOENVIRONMENT'S Subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay GEOENVIRONMENT'S Subcontractors, and nothing herein creates any privity of contract between the CITY and the Subcontractors.

ARTICLE 9 - COMPENSATION, INVOICING AND PAYMENT

Modify Sub-article 9.2 to read as follows:

9.2 Compensation

The Contract Ceiling of this Agreement between GEOENVIRONMENT and the CITY shall be raised from \$26,932,952 to \$58,220,507. Any extension to the Agreement term, modification to the Scope of Project Services or increase in the contract ceiling shall be done in accordance with Articles 9.3.4. Compensation shall be subject to satisfactory documentation submitted by GEOENVIRONMENT to the CITY that invoiced work has been performed and completed.

The Contract Ceiling reflects the amount the CITY estimated and appropriated to spend on this project. The CITY is not obligated to pay GEOENVIRONMENT the whole amount but only what is invoiced. The third party cost will be paid to GEOENVIRONMENT as set forth in this agreement.

GEOENVIRONMENT agrees to perform the work specified in Article 4, and the CITY shall compensate GEOENVIRONMENT in accordance with the Billing Salary Rates or Fixed Amounts provided herein as EXHIBIT B and incorporated herein by this reference and the agreed upon work as described in the Scope of Services.

Any requests for increases in monthly fees, billing salary rates due to raise(s), or cost of living increases of GEOENVIRONMENT or its sub-consultants' staff shall include justification and indicate the resultant benefits to the CITY. GEOENVIRONMENT may request such increases once each year after the anniversary date of this amendment. Such approved increases shall take effect following the CITY's approval but no sooner than the beginning of anniversary date of this amendment, retroactive to date of GEOENVIRONMENT's request after the anniversary. All such increases and movement

from one of the billing salary rates are subject to approval by the CITY. Such approval will not be unreasonably withheld.

Modify Sub Article 9.3.1 to read as follows:

Each month, GEOENVIRONMENT shall invoice the CITY indicating the amount due and payable by the CITY for services rendered in the prior month. The CITY's sole payment obligation for all services to be provided by GEOENVIRONMENT in accordance with this AGREEMENT shall be the monthly fee as described in this AGREEMENT.

GEOENVIRONMENT shall submit to the CITY, no later than the 25th day of the month, an original and two (2) copies of an invoice in a form acceptable to the CITY, which shall include, but not limited to, the monthly fee due GEOENVIRONMENT. The information provided in each invoice shall include, but not limited to:

1. Summary of invoice – a summary of invoice will include: date of operation, number of loads, tonnages, cost calculation, and the total amount due.
2. Summary of load – a summary of loads will be broken down and must include the date, load number, ticket number, plant of origin, weight in pounds, weight in tons, total number of trucks, total weight in pounds, and total weight in tons.
3. Weight tickets – The CITY and GEOENVIRONMENT agreed to use the City of Los Angeles weight records for the biosolids loads. If the CITY scale is not calibrated or not working properly, then a public scale may be used with the approval of both parties. If public scale is used, original weight ticket for all loads may be requested to substantiate invoices.
4. Additional documents – any other documents the CITY reasonably requires as necessary for the performance of the Agreement.

Add the following paragraph to Article 9.3.3 (b):

A Subcontractor Utilization Attachment, [EXHIBIT I], shall also be submitted as part of the monthly invoice. GEOENVIRONMENT must provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. No such invoices shall be paid without the Subcontractor Utilization Invoice Attachment. All invoices shall be subject to audit for a period of four (4) years from the termination of this Agreement.

ARTICLE 10 - AMENDMENTS, CHANGES OR MODIFICATIONS

No Change to this Article.

ARTICLE 11 - INDEMNIFICATION AND INSURANCE

Modify Sub-article 11.5 to read as follows:

During the term of this Contract and without limiting the GEOENVIRONMENT'S indemnification of the CITY, GEOENVIRONMENT shall provide and maintain at its own expense during the term of this Contract a program of insurance having the coverage and limits customarily carried and actually arranged by GEOENVIRONMENT but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in EXHIBIT C hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in EXHIBIT C, and which can also be found at the Board of Public Work's website: <http://bpw.lacity.org/Secretariat/Insurance.html>, in the form Instructions and Information on Complying with CITY Insurance Requirements, rev 05/12, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. GEOENVIRONMENT shall comply with all insurance Contractual Requirements shown on EXHIBIT C hereto. EXHIBIT C is hereby incorporated by reference and made a part of this Contract.

ARTICLE 12 - PUBLIC RECORDS ACT

No Change to this Article.

ARTICLE 13 - INDEPENDENT CONTRACTORS

No Change to this Article.

ARTICLE 14 - WARRANTY AND RESPONSIBILITY OF CONSULTANT

No Change in this Article.

ARTICLE 15 - OWNERSHIP OF PROPERTY

No Change in this Article.

ARTICLE 16 - NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION

Modify Article 16 to read as follows:

16.1 Nondiscrimination

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. GEOENVIRONMENT shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Contract, GEOENVIRONMENT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by GEOENVIRONMENT, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of GEOENVIRONMENT to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject GEOENVIRONMENT to the imposition of any and all sanctions allowed by law, including but not limited to termination of GEOENVIRONMENT'S Contract with the CITY.

16.2 Equal Employment Practices

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of this Contract, GEOENVIRONMENT agrees and represents that it will provide equal employment practices and GEOENVIRONMENT and each Subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. GEOENVIRONMENT agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. GEOENVIRONMENT will, in all solicitations or advertisements for employees placed by or on behalf of GEOENVIRONMENT, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, GEOENVIRONMENT shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. GEOENVIRONMENT shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts within ten (10) business days of such request by the CITY. On their or either of their request GEOENVIRONMENT shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to GEOENVIRONMENT.

F. Upon a finding duly made that GEOENVIRONMENT has failed to comply with the Equal Employment Practices provisions of a CITY contract, the Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that

GEOENVIRONMENT is an irresponsible bidder or proposer pursuant to the provisions of Section 10.40 of the City of Los Angeles Administrative Code, et seq. In the event of such a determination, GEOENVIRONMENT shall be disqualified from being awarded a contract with the CITY for a period of two years, or until GEOENVIRONMENT shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.

H. Intentionally blank.

I. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, GEOENVIRONMENT shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. Any subcontract entered into by GEOENVIRONMENT, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of GEOENVIRONMENT to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject GEOENVIRONMENT to the imposition of any and all sanctions allowed by law, including but not limited to termination of GEOENVIRONMENT'S Contract with the CITY.

16.3 Affirmative Action Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of a CITY contract, GEOENVIRONMENT certifies and represents that GEOENVIRONMENT and each Subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. GEOENVIRONMENT shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. GEOENVIRONMENT will, in all solicitations or advertisements for employees placed by or on behalf of GEOENVIRONMENT, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, GEOENVIRONMENT shall certify on an electronic or hard copy form to be supplied, that GEOENVIRONMENT has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. GEOENVIRONMENT shall permit access to and may be required to provide certified copies of all of its records within ten (10) days pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to GEOENVIRONMENT.

F. Upon a finding duly made that GEOENVIRONMENT has breached the Affirmative Action Program provisions of a CITY contract, the CONTRACT may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that GEOENVIRONMENT is an irresponsible bidder or proposer pursuant to the provisions of the City of Los Angeles Administrative Code 10.40, et seq. In the event of such determination, GEOENVIRONMENT shall be disqualified from being awarded a contract with the CITY for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that GEOENVIRONMENT has been guilty of willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to GEOENVIRONMENT by the CITY under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.

H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.

I. Intentionally blank.

J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. GEOENVIRONMENT shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the Contract. The awarding authority may also require contractors and suppliers to take part in a pre-

registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, GEOENVIRONMENT may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, GEOENVIRONMENT must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the Contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

2. GEOENVIRONMENT may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and GEOENVIRONMENT.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.

P. Intentionally blank.

Q. All Contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the Contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the GEOENVIRONMENT to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject GEOENVIRONMENT to the imposition of any and all sanctions allowed by law, including but not limited to termination of GEOENVIRONMENT'S Contract with the CITY.

ARTICLE 17 - MBE/WBE/OBE SUBCONTRACTOR OUTREACH PROGRAM

No Change to this Article.

ARTICLE 18 - SUCCESSORS AND ASSIGNS

No Change to this Article.

ARTICLE 19 - CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

Modify this Article to read as follows:

All notices shall be made in writing and may be given by personal delivery, regular mail, facsimile transmission or electronic mail. Notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To The CITY

Project Director:

Mr. Mark Starr
Sr. Environmental Engineer
Hyperion Treatment Division
12000 Vista del Mar
Playa del Rey, CA 90293
BUS: (310) 648-5801
FAX: (310) 648-5070
Email: mark.starr@lacity.org

Operations Manager:

Plant Manager
Terminal Island Water Reclamation Plant
445 Ferry Street
San Pedro, CA 90731
BUS: (310) 732-4705
FAX: (310) 732-4714

To GEOENVIRONMENT

Mr. Mike Bruno
President
GEOENVIRONMENT Technologies USA, Inc.
103 E. Lemon Avenue, Suite 212
Monrovia, CA 91016
BUS: (626) 305-8460
FAX: (626) 305-8462
Email: msbruno@geomechanicstech.com

Although memos may be sent to other staff for administrative purposes, all official contract documents shall be sent to and from these principals, unless others have been duly authorized for specific contractual purposes as described in Articles 4 and 5. Successors and Superiors to these individuals within the CITY and the Contractor's firm may exercise authority and assume responsibility as if they were the above named principals.

The CITY and GEOENVIRONMENT shall inform the other of any change in office location or contact information at least fifteen (15) calendar days in advance of such change(s).

ARTICLE 20 - FORCE MAJEURE

No Change to this Article.

ARTICLE 21 - SEVERABILITY

No Change to this Article.

ARTICLE 22 - DISPUTES

No Change to this Article.

ARTICLE 23 - ENTIRE AGREEMENT

No Change to this Article.

ARTICLE 24 - APPLICABLE LAW

Modify this Article to read as follows:

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by this Agreement must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. GEOENVIRONMENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of the Agreement shall not be affected thereby.

ARTICLE 25 - CITY BUSINESS TAX REGISTRATION

No Change to this Article.

ARTICLE 26 - BONDS

No Change to this Article.

ARTICLE 27 - CHILD CARE POLICY

No Change to this Article.

ARTICLE 28 - CHILD SUPPORT ASSIGNMENT ORDERS

No Change to this Article.

ARTICLE 29 - LIVING WAGE ORDINANCE & SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

No Change to this Article.

ARTICLE 30 - AMERICANS WITH DISABILITIES ACT

No Change to this Article.

ARTICLE 31 - EQUAL BENEFITS ORDINANCE

No Change to this Article.

ARTICLE 32 - SLAVERY DISCLOSURE ORDINANCE

No Change to this Article.

ARTICLE 33 - WAIVER

No Change to this Article.

ARTICLE 34 - PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

No Change to this Article.

ARTICLE 35 - DISCOUNT TERMS

No Change to this Article.

ARTICLE 36 - CONTRACTOR PERFORMANCE EVALUATION

No Change to this Article.

ARTICLE 37 - PERMITS

Modify this Article to read as follows:

GEOENVIRONMENT and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all permits, licenses, certifications, and other documents necessary for GEOENVIRONMENT'S performance of the services hereunder and shall pay any fees required therefore. GEOENVIRONMENT certifies to immediately notify within two (2) business days, the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

ARTICLE 38 - CLAIMS FOR LABOR AND MATERIALS

Modify this Article to read as follows:

GEOENVIRONMENT shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by GEOENVIRONMENT hereunder), against GEOENVIRONMENT'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE 39 - CONTRACTOR RESPONSIBILITY ORDINANCE

No Change to this Article.

ARTICLE 40 - BREACH

No Change to this Article.

ARTICLE 41 - MUNICIPAL LOBBYING ORDINANCE

No Change in this Article.

ARTICLE 42 - INTELLECTUAL PROPERTY INDEMNIFICATION

No Change in this Article.

ARTICLE 43 – INTELLECTUAL PROPERTY WARRANTY

No Change in this Article.

(Add) ARTICLE 44 - FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

1. GEOENVIRONMENT shall, prior to the execution of the Contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that GEOENVIRONMENT estimate they will need to fill in order to perform the services under the Contract. The Department of Public Works Office of Contract Compliance is the DAA.
2. GEOENVIRONMENT further pledges that it will, during the term of the Contract, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, GEOENVIRONMENT shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who GEOENVIRONMENT interviewed and the reasons why referred individuals were not hired.
3. Any Subcontract entered into by GEOENVIRONMENT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

GEOENVIRONMENT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that GEOENVIRONMENT intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of GEOENVIRONMENT'S subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the CITY'S authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this Contract and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that GEOENVIRONMENT has violated provisions of the FSHO.

(Add) ARTICLE 45 - COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING

GEOENVIRONMENT, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office if the contract is valued at \$100,000 or more and requires approval of a CITY elected official. Additionally, GEOENVIRONMENT is required to provide and update certain information to the CITY as specified by law. Any contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract # _____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies

includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

GEOENVIRONMENT, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this Agreement and pursue any and all legal remedies that may be available.

ARTICLE 46 - IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

CITY OF LOS ANGELES

**GEOENVIRONMENT TECHNOLOGIES
USA, INC.**

By: _____

By: _____

Mike Bruno

Title: Commissioner, Board of Public Works

Title: President

Date: _____

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

Approved as to Form:

MICHAEL N. FEUER, City Attorney

By: _____
John A. Carvalho

Title: Deputy City Attorney

Date: _____

ATTEST:

HOLLY WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

EXHIBIT A –SCOPE OF WORK

MODIFY EXHIBIT A TO READ AS FOLLOWS:

GEOENVIRONMENT shall:

1. Be responsible for coordinating all its services with the CITY and its personnel, unless otherwise noted;
2. Provide all the Slurry Disposal Unit (SDU) equipment, including pumping equipment, mix tank, piping from/to mix tank-pumps-well, on pad control valves and sensors, data acquisition and control system, wiring between injection equipment and control room, equipment mobilization, installation and commission, and wiring between on-pad valves/sensors and control room. The processing and injection system must have sufficient capacity to inject a minimum of 150 wet tons of total wet cake, i.e., a combination of TIWRP's digested sludge (converted to equivalent wet tons) and HTP biosolids (delivered in wet tons) per operating day;
3. Ensure the Slurry Fracture Injection (SFI) Facility, SDU and other equipment are operating according to design intentions;
4. Maintain its SDU equipment throughout the Term of this Agreement, and provide all tools, parts, materials, supplies and personnel necessary to accomplish this;
5. Be responsible for the field operations related to the Deep Well Injection of biosolids using SFI technology including material handling at the SFI Facility, injection equipment, and maintaining the wells and associated systems within its jurisdiction at TIWRP. All activities shall be coordinated with the CITY's project manager and/or its designee;
6. Provide monitoring and sampling of the injection and monitoring wells dictated by the EPA's Underground Injection Control (UIC) Permit No. R9UIC-CA5-FY11-3R for the SFI Operations;
7. Provide personnel for field operations, field crews, and Project Technical Support, repair and maintenance of equipment;
8. Ensure safety of the site by complying with all Federal, State and Local rules and regulations, CITY's safety procedures, and SFI operation safety procedures;
9. Comply with the CITY's Biosolids Environmental Management Systems (EMS) as specified in Exhibit M of this agreement;

10. Provide project technical support services suitable to conduct SFI operations and monitor its performance. Specifically, such project technical support shall provide personnel and technical expertise to address the following issues:
 - Monitoring the injection operations, determining the formation response to the injection process in terms of formation pressurization, fracture orientation, and fracture containment
 - Determining the operating parameters that allow for sustained injection of material into an unconsolidated sand formation, facilitate containment of the injected material, and facilitate optimization of formation storage capacity;
 - Additional consultation on well injection, well integrity and well maintenance;
11. Provide additional engineering and regulatory support on an “as needed” basis related to the TIRE project that may be requested by the CITY, within its scope of qualifications;
12. Provide budget estimate for all down-hole monitoring equipment, third party testing, monitoring and analysis costs;
13. Supply the CITY with weekly & monthly reports containing significant issues. Significant issues to be included in the report, but not limited to are shown in Table A1.

Table A1. Placement well SFI proposed parameters and operating data

Average daily rate of placement	gallons per minute (gpm)
Average daily volume of injectate	gallons (gals)
Maximum daily volume of injectate	gallons (gals)
Average daily biosolids placement	wet tons
Average daily brine placement	gallons
Average daily digested sludge placement	gallons
Average placement pressure	psig
Maximum placement pressure	psig
Solids concentrations	%

14. Supply the CITY with a copy of all reports and communications submitted to EPA on testing and sampling of injection and monitoring wells, including evaluation of containment of the injectate within the Target Zone;
15. Provide a copy and advise City in writing prior to publishing any report, article, presentation, patent request or publication;

16. Submit an annual summary report to CITY within thirty (30) days of each anniversary and a final summary report within sixty (60) days every five (5) year anniversary of the TIRE project. The annual report to include but not limited to the following information: all data from the monthly reports, all injection material identified and quantified, the cost per ton of biosolids injection and per wet ton equivalent of digested sludge injection, all modifications to the equipment and process, all findings and reports to EPA and other entities;
17. Maintain operating hours at least five (5) days a week;
18. GEOENVIRONMENT shall provide training to City whenever City makes the request, subject to practical operating logistics during normal operating hours;
19. GEOENVIRONMENT to relinquish all equipment and/or parts purchased on behalf of the SDU operation by the City independently or through GEOENVIRONMENT. All equipment purchased by or for the City independently or through GEOENVIRONMENT shall become the City's sole property. GEOENVIRONMENT shall not claim ownership of any such equipment and/or parts at termination of this contract. This excludes leased or rental equipment by GEOENVIRONMENT or equipment purchased independently by GEOENVIRONMENT.

The CITY shall:

1. Provide suitable electrical and water supply at the site;
2. Deliver Biosolids to the injection site;
3. Deliver digested sludge (pipeline or vacuum trucks) to the injection site;
4. Deliver brine (pipeline or vacuum trucks) to the injection site;
5. Deliver thickened waste activated sludge (TWAS) to the injection site if this option is chosen;
6. Deliver waste activated sludge (WAS) and raw sludge to the injection site if option chosen;
7. Deliver mix-water (high pressure effluent) to the injection site suitable for SFI operations, as may be required;
8. Provide site security;
9. Provide control room office space;
10. Provide and maintain all off-pad pipelines, control valves, sensors and wiring;

11. Provide and maintain a suitable project area and surface pad for GEOENVIRONMENT to deliver and install its Slurry Disposal Equipment as described in Article 4 in this Agreement;
12. Have the right to provide equipment, labor and make capital improvements to the site, when such changes/improvements would reduce costs or improve operation.

For clarification purposes but not limiting the generality of the foregoing, the following Table A.2 summarizes the roles and responsibilities of the CITY and GEOENVIRONMENT:

TABLE A.2: SUMMARY OF CITY AND GEOENVIRONMENT RESPONSIBILITIES

Description	Financial Responsibility	Management Responsibility
<i>Processing and Injection equipment</i>		
Pumping Equipment	GEOENVIRONMENT	GEOENVIRONMENT
Mix Tank	GEOENVIRONMENT	GEOENVIRONMENT
Piping from/to Mix Tank-Pumps-Well	GEOENVIRONMENT	GEOENVIRONMENT
Conveyor/auger System from Pit to Mix Tank	GEOENVIRONMENT	GEOENVIRONMENT
On-pad control valves and sensors	GEOENVIRONMENT	GEOENVIRONMENT
On-pad Data Acquisition and Control System	GEOENVIRONMENT	GEOENVIRONMENT
Wiring between injection equipment and control room	GEOENVIRONMENT	GEOENVIRONMENT
Wiring between on-pad valves/sensors and control room	GEOENVIRONMENT	GEOENVIRONMENT
Equipment Mobilization	GEOENVIRONMENT	GEOENVIRONMENT
Equipment Installation and Commission	GEOENVIRONMENT	GEOENVIRONMENT
<i>Operations and Maintenance</i>		
Technical Engineering	GEOENVIRONMENT	GEOENVIRONMENT
Data Analysis and Management	GEOENVIRONMENT	GEOENVIRONMENT
Reporting and Documentation	GEOENVIRONMENT	GEOENVIRONMENT
Regulatory Liaison	GEOENVIRONMENT	GEOENVIRONMENT
Monitoring Systems Management	GEOENVIRONMENT	GEOENVIRONMENT
Operations Management	GEOENVIRONMENT	GEOENVIRONMENT
Field Operations		
Operating Labor	GEOENVIRONMENT	GEOENVIRONMENT
On-pad Equipment Maintenance/Repair, Parts	GEOENVIRONMENT	GEOENVIRONMENT
On-pad piping and sensors maintenance/repair	GEOENVIRONMENT	GEOENVIRONMENT
Off-pad equipment, piping, sensors maintenance, repair, parts	CITY	CITY
Lubricants	GEOENVIRONMENT	GEOENVIRONMENT
Phone Bills	GEOENVIRONMENT	GEOENVIRONMENT
Site cleaning, trash removal	GEOENVIRONMENT	GEOENVIRONMENT
Site Security	CITY	CITY

Electricity Consumption	CITY	CITY
Well Maintenance/Work overs	GEOENVIRONMENT	GEOENVIRONMENT
3rd Party Well logs, sampling, and testing	GEOENVIRONMENT	GEOENVIRONMENT
3rd Party Geophysical monitoring	GEOENVIRONMENT	GEOENVIRONMENT
New Well Drilling or Modification to Existing Wells	CITY	GEOENVIRONMENT
Well Abandonment	CITY	GEOENVIRONMENT
Trucking and Scheduling of Biosolids, etc.	CITY	CITY
Conveyance of sludge, brine and other wastes to the site	CITY	CITY
Modifications to the physical site, including pad, sump, wells, power supply system	CITY	CITY

EXHIBIT B - COMPENSATION

Modify Exhibit B to read as follows:

Payment to GEOENVIRONMENT for services under this Amendment will begin on the execution date of this amendment.

The **CITY** shall pay **GEOENVIRONMENT** for SDU operation, Project Management, and Prime Contractor Services as Stipulated in this Contract Amendment. This includes but not limited to the following services:

Equipment

- All surface piping and pumps to convey digested sludge, biosolids slurry, brine, and High Pressure Effluent (HPE) on pad
- Slurrification system within the biosolids receiving pit
- A screen system and oversize grit hoppers
- Mixing tank system
- A high pressure pump and motor system
- High pressure manifold and damper system
- High pressure piping from pumps to wellhead
- Surface pressure and temperature sensor gauges.

Technical Services

- Field personnel to manage all operations and safety
- Engineering site supervision
- Engineering and geology support for regulatory liaison
- Engineering analysis of pressure and temperature behavior
- Reservoir simulation modeling and reporting

- Monthly gas sampling
- Quarterly fluid sample collection
- Microseismic monitoring
- Pressure and temperature monitoring
- Data monitoring, data management, and access to web-based viewing system
- Weekly operations summary reports
- Quarterly Technical reports to City and EPA
- Annual reporting to City and EPA
- Other services requested by the CITY.

Maintenance Services

- Weekly service and maintenance of all surface equipment
 - Expendable replacement parts (pistons, valves, liners) both GEOENVIRONMENT and City pumps
- Well maintenance, including any necessary cleanouts and installation and maintenance of downhole monitoring systems.

1. Fee Schedule for Services

Payment to GEOENVIRONMENT for services under this Amendment will begin on the execution day of this Amendment.

In consideration of the services performed by GEOENVIRONMENT under this AGREEMENT, GEOENVIRONMENT shall invoice CITY and CITY shall compensate GEOENVIRONMENT pursuant to Article 9 and as otherwise agreed in writing by both parties. GEOENVIRONMENT agrees that the compensation herein includes all its overhead, capital costs, permit fees, profits and any and all other costs of the project.

GEOENVIRONMENT agrees that the cost to the CITY for this project shall be based on the average daily tonnage of Total Wet Cake, T, during the monthly billing period and the number of operating days, D, in the billing period. The cost shall be as follows:

\$ /wet ton	Monthly Average of Total Wet Cake/Operating Day
\$76	For the first 150 tons/operating day
\$61	For any amount greater than 150 tons /operating day

The daily tonnage of total wet cake injected will be the sum of HTP biosolids in wet tons and TIWRP digested sludge computed in equivalent tons of wet cake.

Equivalent Wet Ton is the calculated tonnage of TIWRP's digested sludge injected in an operating day based on the formula given below:

$$= \text{Gallons of TIWRP Digested Sludge} \times 26.8 \text{ U.S. Tons}/100,000 \text{ gallons}$$

The table below shows the calculated equivalent wet tons per 25,000 gallons of TIWRP digested sludge:

Gallons of sludge	Tons of Equivalent wet cake
25,000	6.7
50,000	13.4
75,000	20.1
100,000	26.8
125,000	33.5
150,000	40.2
175,000	46.9
200,000	53.6

The monthly average of total wet cake injected will be the sum of the daily tonnage of total wet cake injected for the month divided by the number of operating days of the month.

In the event the City fails to provide 150 tons on any operating day and GEOENVIRONMENT is prepared to operate and inject material, the minimum daily fee is \$11,400.

Minimum Daily Fee = 150 tons/operating day X \$76/wet ton = \$11,400.

The Minimum Daily Fee will be included into the pricing based on the "monthly average of total wet cake". The daily tonnage of total wet cake for each of those operating days in which the City fails to provide 150 tons will be set to 150 tons for monthly average calculations.

Operating Day

Each day during the month in which injection operations proceed or can proceed subject to equipment, availability of the well and formation.

Uncontrollable Circumstances:

- a. For purposes of this AGREEMENT, GEOENVIRONMENT and the CITY agree that special events or conditions relating to scale-up of the Technology, sizing of facility equipment, life span and replacement of FACILITY equipment, unanticipated costs of maintenance at the facility, or other issues related to the design of the FACILITY shall be determined if an adjustment in the Monthly Fee shall be allowed.

- b. "Change in Law" means any of the following that occurs after the date of this AGREEMENT:
 - (a) the enactment, adoption, promulgation, modification, repeal, issuance, or written change in administrative or judicial interpretation of any applicable law, unless such applicable law was officially proposed on or before the date hereof to become effective on or prior to a specified date after the date hereof without any further discretionary action by any federal, state, city, county, regional or other local governmental body, administrative agency or governmental official having jurisdiction;
 - (b) the issuance of a valid and enforceable order, decree or judgment of any federal, state, or local court, administrative agency or governmental officer or body, if that order, decree or judgment is not also the result of negligent or willful action or failure to act of the party relying thereon;
 - or (c) the denial of an application for, or suspension, termination, interruption, or imposition of any new material condition in connection with the renewal or failure to renew, of any governmental permit, license, consent, authorization or approval to the extent that such denial, suspension, termination, interruption, imposition or failure substantially interferes with the performance of a Party of its material obligations hereunder, if that denial, suspension,

termination, interruption, imposition or failure is not also the result of negligent or willful action or failure to act of the party relying thereon. Without limiting the foregoing, the imposition, as a result of an event described in any of clauses (a)-(c) of this definition, of a permitting requirement applicable to the facility not included in the technology required in accordance with the Technical Specifications shall be a Change in Law.

2. Regulatory Support and Miscellaneous Engineering Support

GEOENVIRONMENT shall provide additional regulatory support and miscellaneous engineering tasks requested by the CITY on an "as-needed" basis up to eight (8) hours a day at an hourly fee of \$112.50 for time devoted by professional staff.

3. 3rd Party Contract Management

GEOENVIRONMENT shall provide oversight and contract management for 3rd party contracts associated with drilling any additional wells and/or with any additional projects requested by the CITY or required by regulatory agencies. The CITY shall pay GEOENVIRONMENT the actual 3rd party contract costs plus 8.5% for contract management and administrative fee. Such third party contracts may include, but not limited to efforts related to:

- pad construction or modification;
- pipeline construction or modification;
- material supply for wells, pipelines, or TIRE facility (excluding GEOENVIRONMENT's injection equipment);
- any third party analysis or research;
- other third party contracts requested by CITY.

4. Demobilization and Transport Fee

In the event the project is terminated prior to expiration of the contract as stated in Article 7, the demobilization and transport fees shall not exceed \$75,000.

5. Annual Cost Adjustment in Accordance with CPI

Commencing on the anniversary of execution of this Amendment, and on an annual basis thereafter, the Processing Cost per wet ton shall be adjusted in accordance with the change in Consumer Price Index (CPI-U) for the Los Angeles-Long Beach area for the prior 12-month period as published by the US Bureau of Labor Statistics. This adjustment shall be limited to a maximum of 5%.

6. Costs payable by CITY

- Drilling of any additional wells.
- Physical site modifications to pad, sump, roadways, and electrical supply system.

7. Costs payable by GEOENVIRONMENT

- All costs associated with surface processing and injection equipment. This includes but not limited to all parts and repairs for equipments above the ground, including mix tank, piping on pad, transfer pumps, injection pumps, screens on pad, and to comply with applicable laws and regulations related to such surface equipment and injection operation.
- All downhole monitoring equipment, all third party monitoring, sampling and analysis costs including micro-seismic analysis, gas sampling collection and analyses, and all other monitoring, testing and analysis required by the regulatory agencies related to the TIRE project.
- All well workovers and well maintenance (excluding drilling of new wells).

8. Mobilization, Transport, and Set-up Fee

Mobilization for expanded equipment that may be requested by the City will be paid at actual cost.

EXHIBIT C – INSURANCE REQUIREMENTS
EXHIBIT D – TASK AGREEMENT FORM (TAF)
EXHIBIT E – CHILD SUPPORT
EXHIBIT F – AMERICANS WITH DISABILITIES ACT
EXHIBIT G – EQUAL BENEFITS ORDINANCE
EXHIBIT H – LIVING WAGE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCES
EXHIBIT I – MBE/WBE/OBE UTILIZATION PROFILE
EXHIBIT J – MUNICIPAL LOBBYING ORDINANCE BIDDER CERTIFICATION
EXHIBIT K – NONDISCRIMINATION, EQUAL EMPLOYMENT, AFFIRMATIVE ACTION PLAN
EXHIBIT L – SLAVERY DISCLOSURE ORDINANCE
EXHIBIT M – ENVIRONMENTAL MANAGEMENT SYSTEM
EXHIBIT N – PATENT LICENSE AGREEMENT
EXHIBIT O – CONTRACT HISTORY
EXHIBIT P – LA RESIDENCE INFORMATION
EXHIBIT Q – NON-COLLUSION AFFIDAVIT
EXHIBIT R – IRAN CONTRACTING ACT OF 2010
EXHIBIT S – CONTRACTOR CONTRIBUTION /FUNDRAISING
EXHIBIT T – FIRST SOURCE HIRING ORDINANCE
EXHIBIT U – BUSINESS TAX REGISTRATION CERTIFICATE
EXHIBIT V – CONTRACTOR RESPONSIBILITY ORDINANCE

EXHIBIT C – INSURANCE REQUIREMENTS**CITY OF LOS ANGELES****INSTRUCTIONS AND INFORMATION****ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen 146) included in your CITY documents.
2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number (“CA number”) has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY’s online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the CITY. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA®** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however **submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed**. All Certificates must provide a thirty (30) days’ cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interest May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers’ Compensation Law.
- Professional Liability insurance

Verification of approved insurance and bonds may be obtained by checking **Track4LA®**, the CITY’s online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed,, have your insurance broker or agent submit a new ACORD 25 Certificate or edit the existing ACORD 25 Certificate through Track4LA® at <http://track4la.lacity.org>
5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.
6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on CITY premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.
7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.
8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or copy of the state's Consent To Self-Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/insuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g. uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.
10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or operated by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/03/2014

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

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

PRODUCER Maureen Martinez Insurance Agcy 28309 NEWHALL RANCH RD VALENCIA CA 91355	CONTACT NAME: Richard Martinez PHONE (A/C, No, Ext): 6612578700 FAX (A/C, No): E-MAIL ADDRESS: richmartinez28@sbcglobal.net INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER B : Farmers Insurance Exchange</td> <td>21652</td> </tr> <tr> <td>INSURER C : Tower Insurance Company of New York</td> <td>44300</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A : Nautilus Insurance Company	17370	INSURER B : Farmers Insurance Exchange	21652	INSURER C : Tower Insurance Company of New York	44300	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED GeoEnvironment Technologies 103 E. Lemon Avenue Suite 212 Monrovia CA 91016															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	Y	Y	ecp200068903	01/01/2015	01/01/2016	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
	GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	604872220	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC065256928	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	POLLUTION COVERAGE	Y	Y	ecp200068903	01/01/2015	01/01/2016	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 C-109787 TERMINAL ISLAND RENEWABLE ENERGY PROJECT
 WASTE WATER MANAGEMENT AND CONSULTING

CERTIFICATE HOLDER City of Los Angeles and all of its Agencies, Boards and Departments 200 North Main Street City Hall East, Suite 1240 Los Angeles CA 90012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Richard Martinez
---	---

Required Insurance and Minimum Limits

Name: Terralog Technologies USA

Date: 04/22/2008

Agreement/Reference: Terminal Island Renewable Energy Project

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> General Liability	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct <input checked="" type="checkbox"/> Fire Legal Liability <input type="checkbox"/> _____	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)	<u>\$2,000,000</u>
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake <input type="checkbox"/> _____	
<input checked="" type="checkbox"/> Pollution Liability	<u>\$1,000,000</u>
<input type="checkbox"/> _____	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/> Crime Insurance	

Other: 1. If contractor is a sole proprietor and decides to not cover herself/himself, please complete the form entitled "Request For Waiver of Workers' Compensation" located at www.lacity.org/cao/risk.
2. Auto Liability in compliance with the financial responsibility laws of the State of California.
Provided to Nader Tashakor

EXHIBIT D – TASK AGREEMENT FORM (TAF)

CITY OF LOS ANGELES CONTRACT NO. C-109787

TAF No. 1: Miscellaneous Short-Term Assignments

GeoEnvironment Technologies Project No. xxx.xx

TAF Estimated Budget: _____ Date: _____

CITY BOS Task Agreement Manager: Mark Starr, 310-648-5801

GeoEnvironment Task Agreement Manager: Jeff Couture, 626-305-0400

A. BASIS OF INITIATION OF TAF

1. Purpose

To accomplish and document short-term tasks requiring GeoEnvironment's expertise or added staff on urgent or necessary issues.

2. Date of Discussion and Key Correspondence

The CITY's project manager requests GeoEnvironment to provide services necessary to accomplish short-term miscellaneous assignments upon request from the authorized Bureau of Sanitation (BOS) staff listed in Section 3 below, beginning (mm/dd/yyyy).

3. Name of BOS Staff Requesting GeoEnvironment Assistance

Mark Starr, BOS

B. SCOPE OF ANTICIPATED TASKS

CITY shall contact GeoEnvironment to request assistance, verbally or in writing, for which GeoEnvironment and Subconsultants shall provide for the operation and maintenance of deep well injection of biosolids – and related work for assignments. CITY staff authorized to request such work are the BOS Director and Assistant Directors, BOS Division Managers, CITY's Project Manager, or and RAD Assistant Division Manager.

C. TENTATIVE SCHEDULE FOR COMPLETION OF WORK

GeoEnvironment shall confirm specific work by email to CITY's Project Manager or his/her designee within two (2) working days and shall include an estimate of assigned staff, labor hours, direct costs, schedule, and GeoEnvironment Task Number to be used for billing purposes. Each assignment under this TAF is authorized to begin upon receipt of request from the Bureau of Sanitation staff listed in *Scope*, above, and shall be completed within estimated labor hours, direct cost, and schedule. Once work starts on an assignment,

GeoEnvironment shall contact BOS if the original estimate of labor hours appears to be inadequate for approval to continue the assignment. GeoEnvironment shall notify BOS when each short-term assignment conducted under this TAF is completed.

D. ANTICIPATED USE OF SUBCONSULTANTS ON GeoEnvironment Team

Any of the approved Subconsultants listed in the GeoEnvironment Contract No. C-XXXXXX may be part of the project team for use on this TAF.

E. COST ESTIMATE AND COST ACCOUNTING NUMBER

Estimated costs for this TAF are \$XXX,XXX for the period of XXX 1, 2014 through XXX 30, 2019. GeoEnvironment shall submit monthly invoices in a format that will clearly identify and document the costs incurred by GeoEnvironment and the Subconsultant(s) under this TAF.

F. GEOENVIRONMENT ANTICIPATED PRINCIPAL AND LEAD STAFF ASSIGNMENTS

Task Manager: _____ Lead Staff: varies with assignment.

G. TAF SIGNATURES

Work performed under this TAF is governed by Contract No. C-XXXXXX between the CITY of Los Angeles and GeoEnvironment. The CITY of Los Angeles, Bureau of Sanitation and GeoEnvironment Technologies agree to the above stated terms of this TAF. The terms of this TAF can only be modified by written amendment agreed to by CITY's Project Manager.

BOS Project Manager: _____ Date: _____

GeoEnvironment Project Manager: _____ Date: _____

TAF CLOSEOUT

Date TAF Completed: _____

Date Work Order Closed Out: _____

Amount Expended on TAF: _____

EXHIBIT E - CHILD SUPPORT

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that Terralog Technologies Inc. will:

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

City/County/State Los Angeles / Los Angeles / CA Date 10-15-2014
Geo Environment Technologies, LLC 103 E. Lamon Ave, Ste 212, Monrovia, CA 91016
Name of Business Address
 Jeff Coutone
Signature of Authorized Officer or Representative Print Name
General Manager 626-305-0400
Title Telephone Number

EXHIBIT F - AMERICANS WITH DISABILITIES ACT

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The CONSULTANT/Borrower/Agency (hereafter CONSULTANT) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.
2. The CONSULTANT will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.
3. The CONSULTANT will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The CONSULTANT will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

CONTRACT NUMBER C-109787

Geo Environment Technologies, LLC
CONSULTANT/BORROWER/AGENCY

Jeff Couture, General Manager
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

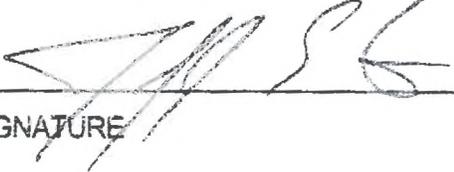
 10-15-2014
SIGNATURE DATE

EXHIBIT G - EQUAL BENEFITS ORDINANCE

EBO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eoee@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: GeoEnvironment Technologies BAVN Company ID # 61091

Company Address: 103 E Lemon Ave #212

City: Monrovia State: CA Zip: 91016

Contact Person: Jeff Couture Phone: 310-305-1388 e-mail: jcouture@geoenvironment-technologies.com

Approximate Number of Employees in the United States: 8

Approximate Number of Employees in the City of Los Angeles: 8

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- I have no employees.
I provide no benefits.
I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
I provide equal benefits as required by the City of Los Angeles EBO.
I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date)
Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

GeoEnvironment Technologies will comply with the Equal Benefits Ordinance requirements

as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 17th day of September, in the year 2014, at Monrovia, CA
Signature: Michael S. Bruno
Mailing Address: 103 E. Lamon Ave #212
City, State, Zip Code: Monrovia, CA 91010
Title: President
EIN/TIN: 80-0322415

EXHIBIT C – INSURANCE REQUIREMENTS

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

- 1. Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen 146) included in your CITY documents.
- 2. When to submit** Normally, no work may begin until a CITY insurance certificate approval number (“CA number”) has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
- 3. Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY’s online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the CITY. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA®** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however ***submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.*** All Certificates must provide a thirty (30) days’ cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interest May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org .

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers’ Compensation Law.
- Professional Liability insurance

Verification of approved insurance and bonds may be obtained by checking **Track4LA®**, the CITY’s online insurance compliance system, at <http://track4la.lacity.org> .

4. **Renewal** When an existing policy is renewed,, have your insurance broker or agent submit a new ACORD 25 Certificate or edit the existing ACORD 25 Certificate through Track4LA® at <http://track4la.lacity.org>
5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.
6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on CITY premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.
7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.
8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or copy of the state's Consent To Self-Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao/lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g. uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.
10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or operated by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/03/2014

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

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

PRODUCER Maureen Martinez Insurance Agy 28309 NEWHALL RANCH RD VALENCIA CA 91355		CONTACT NAME: Richard Martinez PHONE (A/C No, Ext): 6612578700 E-MAIL ADDRESS: richmartinez8@sbcglobal.net FAX (A/C, No):	
INSURED GeoEnvironment Technologies 103 E. Lemon Avenue Suite 212 Monrovia CA 91016		INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company NAIC # 17370 INSURER B: Farmers Insurance Exchange 21652 INSURER C: Tower Insurance Company of New York 44300 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	Y	Y	ecp200068903	01/01/2015	01/01/2016	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPOP AGG \$5,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	604872220	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yns, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC065256928	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	POLLUTION COVERAGE	Y	Y	ecp200068903	01/01/2015	01/01/2016	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 C-109787 TERMINAL ISLAND RENEWABLE ENERGY PROJECT
 WASTE WATER MANAGEMENT AND CONSULTING

CERTIFICATE HOLDER

City of Los Angeles and all of its Agencies, Boards and Departments
 200 North Main Street
 City Hall East, Suite 1240
 Los Angeles CA 90012

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 Richard Martinez

Required Insurance and Minimum Limits

Name: Terralog Technologies USA Date: 04/22/2008

Agreement/Reference: Terminal Island Renewable Energy Project
 Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> General Liability	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct <input checked="" type="checkbox"/> Fire Legal Liability <input type="checkbox"/> _____	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)	<u>\$2,000,000</u>
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake <input type="checkbox"/> _____	
<input checked="" type="checkbox"/> Pollution Liability	<u>\$1,000,000</u>
<input type="checkbox"/> _____	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/> Crime Insurance	

Other: 1) If contractor is a sole proprietor and decides to not cover herself/himself, please complete the form entitled "Request For Waiver of Workers' Compensation" located at www.iactly.org/cao/risk
 2. Auto Liability in compliance with the financial responsibility laws of the State of California. Provided to Nader Tashakor

EXHIBIT D – TASK AGREEMENT FORM (TAF)

CITY OF LOS ANGELES CONTRACT NO. C-109787

TAF No. 1: Miscellaneous Short-Term Assignments

GeoEnvironment Technologies Project No. xxx.xx

TAF Estimated Budget: _____ Date: _____

CITY BOS Task Agreement Manager: Mark Starr, 310-648-5801

GeoEnvironment Task Agreement Manager: Jeff Couture, 626-305-0400

A. BASIS OF INITIATION OF TAF

1. Purpose

To accomplish and document short-term tasks requiring GeoEnvironment's expertise or added staff on urgent or necessary issues.

2. Date of Discussion and Key Correspondence

The CITY's project manager requests GeoEnvironment to provide services necessary to accomplish short-term miscellaneous assignments upon request from the authorized Bureau of Sanitation (BOS) staff listed in Section 3 below, beginning (mm/dd/yyyy).

3. Name of BOS Staff Requesting GeoEnvironment Assistance

Mark Starr, BOS

B. SCOPE OF ANTICIPATED TASKS

CITY shall contact GeoEnvironment to request assistance, verbally or in writing, for which GeoEnvironment and Subconsultants shall provide for the operation and maintenance of deep well injection of biosolids – and related work for assignments. CITY staff authorized to request such work are the BOS Director and Assistant Directors, BOS Division Managers, CITY's Project Manager, or and RAD Assistant Division Manager.

C. TENTATIVE SCHEDULE FOR COMPLETION OF WORK

GeoEnvironment shall confirm specific work by email to CITY's Project Manager or his/her designee within two (2) working days and shall include an estimate of assigned staff, labor hours, direct costs, schedule, and GeoEnvironment Task Number to be used for billing purposes. Each assignment under this TAF is authorized to begin upon receipt of request from the Bureau of Sanitation staff listed in *Scope*, above, and shall be completed within estimated labor hours, direct cost, and schedule. Once work starts on an assignment,

GeoEnvironment shall contact BOS if the original estimate of labor hours appears to be inadequate for approval to continue the assignment. GeoEnvironment shall notify BOS when each short-term assignment conducted under this TAF is completed.

D. ANTICIPATED USE OF SUBCONSULTANTS ON GeoEnvironment Team

Any of the approved Subconsultants listed in the GeoEnvironment Contract No. C-XXXXXX may be part of the project team for use on this TAF.

E. COST ESTIMATE AND COST ACCOUNTING NUMBER

Estimated costs for this TAF are \$XXX,XXX for the period of XXX 1, 2014 through XXX 30, 2019. GeoEnvironment shall submit monthly invoices in a format that will clearly identify and document the costs incurred by GeoEnvironment and the Subconsultant(s) under this TAF.

F. GEOENVIRONMENT ANTICIPATED PRINCIPAL AND LEAD STAFF ASSIGNMENTS

Task Manager:

Lead Staff: varies with assignment.

G. TAF SIGNATURES

Work performed under this TAF is governed by Contract No. C-XXXXXX between the CITY of Los Angeles and GeoEnvironment. The CITY of Los Angeles, Bureau of Sanitation and GeoEnvironment Technologies agree to the above stated terms of this TAF. The terms of this TAF can only be modified by written amendment agreed to by CITY's Project Manager.

BOS Project Manager: _____ Date: _____

GeoEnvironment Project Manager: _____ Date: _____

TAF CLOSEOUT

Date TAF Completed: _____

Date Work Order Closed Out: _____

Amount Expended on TAF: _____

EXHIBIT E - CHILD SUPPORT

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that Terralog Technologies Inc. will:

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

City/County/State Los Angeles / Los Angeles / CA Date 10-15-2014
Gsa Environment Technologies, LLC 103 E. Lamon Ave, Ste 212, Monrovia, CA 91016
Name of Business Address
 Jeff Couture
Signature of Authorized Officer or Representative Print Name
General Manager 626-305-0400
Title Telephone Number

EXHIBIT F - AMERICANS WITH DISABILITIES ACT

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The CONSULTANT/Borrower/Agency (hereafter CONSULTANT) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.

2. The CONSULTANT will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.

3. The CONSULTANT will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

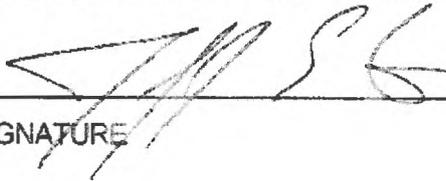
4. The CONSULTANT will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

CONTRACT NUMBER C-109787

GeoEnvironment Technologies, LLC
CONSULTANT/BORROWER/AGENCY

Jeff Couture, General Manager
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

10-15-2014
DATE

EXHIBIT G - EQUAL BENEFITS ORDINANCE

EBO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.ecoc@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: GeoEnvironment Technologies BAVN Company ID # 61091

Company Address: 103 E. Lemon Ave #212

City: Monrovia State: CA Zip: 91016

Contact Person: Jeff Couture Phone: 810-305-1388 Email: jc@geoenvironment-technologies.com

Approximate Number of Employees in the United States: 8

Approximate Number of Employees in the City of Los Angeles: 8

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- I have no employees.
- I provide no benefits.
- I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- I provide equal benefits as required by the City of Los Angeles EBO.
- I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

GeoEnvironment Technologies will comply with the Equal Benefits Ordinance requirements
Company Name

as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 11th day of September, in the year 2014, at Monrovia, CA
(City) (State)

[Signature]
Signature

103 E. Lemon Ave #212
Mailing Address

Michael S. Bruno
Name of Signatory (please print)

Monrovia, CA 91010
City, State, Zip Code

President
Title

80-0322415
EIN/TIN

LWO – EMPLOYEE INFORMATION FORM
REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- ▣ As of July 1, 2014 a wage of at least \$11.03 per hour with health benefits of \$1.25 per hour, or \$12.28 per hour without health benefits (to be adjusted annually) (Regulation #4);
- ▣ At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- ▣ At least 10 additional days off per year of uncompensated time off for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- ▣ Making less than \$12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- ▣ Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name GeoEnvironment Tech. LLC Email Address: jcouture@geoenvironment-technologies.com
2. STATE the number of employees working ON THIS CITY CONTRACT: 9
3. ****ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
4. ****INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. ****Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees?** Yes No
 If YES, STATE how much, if any, employees pay for co-premiums: \$ 0.00

****NOTE:** Payroll information need not be submitted if ALL employees working on this City agreement earn an hourly wage of at least \$15 per hour. If so, check the box below.

I certify under penalty of perjury that I do not have any employees earning less than \$15 per hour working on this City contract.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Jeff Couture
 Print Name of Person Completing This Form

[Signature]
 Signature of Person Completing This Form

General Manager 626-305-0400
 Title Phone #

10-15-2014
 Date

AWARDING DEPARTMENT USE ONLY:

Dept: PW Dept Contact: Ernesto Libanwa Contact Phone: (310) 648-5319 Contract #: C109787

Payroll Details

Hours and Earnings				Taxes		Deductions		Employer		
Description	Hours	Rate	Amount	Tax	Amount	Deduction	Amount	Net Pay	Liability	Amount
Pay Frequency: Semimonthly										
Department: 01 - PROFESSIONAL										
Employee: BRUNO, MICHAEL S			SSN: xxx-xx-5244							
Regular	0.00		6,250.00	FED FIT	2,242.24	SIMPLE IRA %	375.00	1,691.71	FED SOCSEC-ER	387.50
	0.00		6,250.00	FED SOCSEC	387.50		375.00		FED MEDCARE-ER	90.63
				FED	90.62					478.13
				MEDCARE						
				CA SIT	1,462.93					
					4,183.29					
Check Date: 10/03/2014 / Direct Deposit / Checking / Account No: XXXXX9055 \$1,691.71										
Employee: LAO, KYLE H			SSN: xxx-xx-3307							
Regular	71.00	15.0000	1,065.00	FED FIT	77.41			956.03	FED SOCSEC-ER	66.03
REIMB	0.00		70.59	FED SOCSEC	66.03				FED MEDCARE-ER	15.44
	71.00		1,135.59	FED	15.44					81.47
				MEDCARE						
				CA SIT	10.03					
				CA SDI	10.65					
					179.56					
Check Date: 10/03/2014 / Direct Deposit / Checking / Account No: XXXXX6151 \$956.03										
Department Totals: 01 - PROFESSIONAL										
Regular	71.00		\$7,315.00	FED FIT	\$2,318.65	SIMPLE IRA %	\$375.00	\$2,647.74	FED SOCSEC-ER	\$453.63
REIMB	0.00		\$70.59	FED SOCSEC	\$453.53		\$375.00		FED MEDCARE-ER	\$106.07
	71.00		\$7,385.59	FED	\$106.06					\$559.60
				MEDCARE						
				CA SIT	\$1,472.96					
				CA SDI	\$10.65					
					\$4,362.85					
Total Employees - 01 - PROFESSIONAL: 2										
Department: 02 - FIELD										
Employee: BARRY, PHILLIP H			SSN: xxx-xx-2150							
Regular	0.00		4,250.00	FED SOCSEC	254.06	SIMPLE IRA %	122.93	3,156.17	FED SOCSEC-ER	254.06
REIMB	0.00		58.76	FED	59.42	MEDINS	107.21		FED MEDCARE-ER	59.42
INSREM	0.00		56.03	MEDCARE		LTDINS	45.01			313.48
Mileage	0.00		195.49	CA SDI	40.96	State tax levy 1	462.00			
reimbursement					354.46	Wage assignment	312.50			
non-taxable	0.00		4,560.28			1	1,049.65			
Check Date: 10/03/2014 / Direct Deposit / Checking / Account No: XXXXX6050 \$3,156.17										
Employee: COUTURE, JEFFREY E			SSN: xxx-xx-6070							
Regular	0.00		4,500.00	FED FIT	553.13	SIMPLE IRA %	225.00	3,679.03	FED SOCSEC-ER	279.00
REIMB	0.00		65.29	FED SOCSEC	279.00		225.00		FED MEDCARE-ER	65.25
INSREM	0.00		148.04							344.25

Company: GEOENVIRONMENT
TECHNOLOGIES LLC

Check date: 10/3/2014 - Payroll 1
Pay Period: 09/16/2014 to: 09/30/2014

Payroll Details

Gross Pay			Deductions			Employer				
Code	Rate	Amount	Code	Amount	Deduction	Amount	Net Pay	Liability	Amount	
Mileage reimbursement non-taxable	0.00	306.80	FED	65.25						
			MEDCARE							
			CA SIT	173.72						
	0.00	5,020.13	CA SDI	45.00						
				1,116.10						
Check Date: 10/03/2014 / Direct Deposit / Checking / Account No: XXXXXX1677 \$725.00										
Check Date: 10/03/2014 / Direct Deposit / Checking / Account No: XXXXXX5308 \$250.00										
Check Date: 10/03/2014 / Direct Deposit / Checking / Account No: XXXXXX7303 \$2,704.03										
Employee: HALL, HARLAND CHRISTIAN S			SSN: xxx-xx-3915							
Regular	88.00	34.0000	2,112.00	FED FIT	249.25	MEDINS	68.56	1.935 98	FED SOCSEC-ER	151.91
Overtime	10.75	36.0000	387.00	FED SOCSEC	151.32		68.56		FED MEDCARE-ER	35.53
Bonus	0.00		19.75	FED	35.53					187.44
	98.75		2,518.75	MEDCARE						
				CA SIT	55.01					
				CA SDI	24.50					
					518.27					
Check Date: 10/03/2014 / Direct Deposit / Checking / Account No: XXXXXXXX3027 \$1,915.95										
Check Date: 10/03/2014 / Direct Deposit / Checking / Account No: XXXXXXXX3027 \$18.03										
Employee: HARRIS, JC			SSN: xxx-xx-3026							
Regular	80.00	36.5000	2,920.00	FED FIT	491.56	SIMPLE IRA %	91.70	1.894 19	FED SOCSEC-ER	189.53
Overtime	2.50	54.7500	136.88	FED SOCSEC	189.53	SIMPLE IRA	50.00		FED MEDCARE-ER	44.32
	82.50		3,056.88	FED	44.33	catch-up \$				233.85
				MEDCARE			141.70			
				CA SIT	165.00					
				CA SDI	30.57					
					920.99					
Check Date: 10/03/2014 / Direct Deposit / Checking / Account No: XXXXXX7759 \$1,954.19										
Employee: JURADO, MICHAEL			SSN: xxx-xx-1088							
Regular	72.00	28.0000	2,016.00	FED SOCSEC	219.99	MEDINS	7.66	3.267 62	FED SOCSEC-ER	220.00
Overtime	26.00	42.0000	1,092.00	FED	51.45		7.66		FED MEDCARE-ER	51.45
Sick	16.00	28.0000	448.00	MEDCARE						271.45
INSREM	0.00		26.20	CA SDI	35.48					
	114.00		3,582.20		306.92					
Check Date: 10/03/2014 / Direct Deposit / Checking / Account No: XXXXXX9972 \$3,267.62										
Employee: Milan, Ricardo M			SSN: xxx-xx-3686							
Regular	40.50	24.0000	972.00	FED FIT	118.81			1.223 20	FED SOCSEC-ER	93.25
Overtime	10.25	36.0000	369.00	FED SOCSEC	93.25				FED MEDCARE-ER	21.80
Bonus	0.00		163.00	FED	21.81				FED FUTA	9.03
	50.75		1,504.00	MEDCARE					CA SUI-ER	69.19
				CA SIT	31.89					193.27
				CA SDI	15.04					
					280.80					

Company: GEOENVIRONMENT
TECHNOLOGIES LLC

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Date Printed: 10/27/2014 19:15

Check date: 10/3/2014 - Payroll 1
Pay Period: 09/16/2014 to: 09/30/2014

Run Number: 0038

21040247 - RY/TVQ

Payroll Details

	Tax	Deductions	Net Pay	Employer
				Liability Amount

Check Date: 10/03/2014 / Direct Deposit / Checking / Account No: XXXXX2665 \$1,074.30

Check Date: 10/03/2014 / Direct Deposit / Checking / Account No: XXXXX2665 \$148.90

Employee: **ZAVALA, EDWIN A**

SSN: xxx-xx-5155

Regular	57.75	27.5000	2,413.13	FED FIT	707.04	MEDINS	131.95	2,451.74	FED SOCSEC-ER	241.40
Overtime	27.25	41.2500	1,124.06	FED SOCSEC	241.40	Wage assignment	169.50		FED MEDCARE-ER	56.45
Bonus	0.00		405.75	FED	56.45					297.85
Double-time	1.50	55.0000	82.50	MEDCARE			301.45			
	116.50		4,025.44	CA SIT	226.43					
				CA SDI	39.93					
					1,272.25					

Check Date: 10/03/2014 / Direct Deposit / Checking / Account No: XXXXX8035 \$2,112.28

Check Date: 10/03/2014 / Direct Deposit / Checking / Account No: XXXXX8035 \$339.46

Department Totals: 02 - FIELD

Regular	369.25	\$19,183.13	FED FIT	\$2,119.79	SIMPLE IRA %	\$439.63	\$17,788.93	FED SOCSEC-ER	\$1,429.15
Overtime	78.75	\$3,108.94	FED SOCSEC	\$1,429.15	SIMPLE IRA	\$50.00		FED MEDCARE-ER	\$334.22
Sick	16.00	\$448.00	FED	\$334.24	catch-up \$			FED FUTA	\$9.03
Bonus	0.00	\$589.50	MEDCARE		MEDINS	\$315.38		CA SUI-ER	\$69.19
Double-time	1.50	\$82.50	CA SIT	\$654.05	LTDINS	\$45.01			\$1,841.59
REIMB	0.00	\$124.95	CA SDI	\$230.30	State tax levy 1	\$482.00			
INSREM	0.00	\$230.27		\$4,767.73	Wage assignment	\$482.00			
Mileage reimbursement non-taxable	0.00	\$502.29			1				
									\$1,794.02
	462.50	\$24,267.66							

Total Employees - 02 - FIELD: 7

Pay Frequency Totals: Semimonthly

Regular	439.25	\$26,498.13	FED FIT	\$4,439.44	SIMPLE IRA %	\$814.63	\$20,353.67	FED SOCSEC-ER	\$1,882.68
Overtime	78.75	\$3,108.94	FED SOCSEC	\$1,882.68	SIMPLE IRA	\$50.00		FED MEDCARE-ER	\$440.29
Sick	16.00	\$448.00	FED	\$440.30	catch-up \$			FED FUTA	\$9.03
Bonus	0.00	\$589.50	MEDCARE		MEDINS	\$315.38		CA SUI-ER	\$69.19
Double-time	1.50	\$82.50	CA SIT	\$2,127.01	LTDINS	\$45.01			\$2,401.19
REIMB	0.00	\$194.64	CA SDI	\$241.15	State tax levy 1	\$482.00			
INSREM	0.00	\$230.27		\$9,130.58	Wage assignment	\$482.00			
Mileage reimbursement non-taxable	0.00	\$502.29			1				
									\$2,169.02
	533.50	\$31,853.27							

Total Employees - Semimonthly: 8

Company Totals:

Regular	439.25	\$26,498.13	FED FIT	\$4,439.44	SIMPLE IRA %	\$814.63	\$20,353.67	FED SOCSEC-ER	\$1,882.68
Overtime	78.75	\$3,108.94	FED SOCSEC	\$1,882.68	SIMPLE IRA	\$50.00		FED MEDCARE-ER	\$440.29
Sick	16.00	\$448.00	FED	\$440.30	catch-up \$			FED FUTA	\$9.03
Bonus	0.00	\$589.50	MEDCARE		MEDINS	\$315.38		CA SUI-ER	\$69.19

Company: GEOENVIRONMENT TECHNOLOGIES LLC

Check date: 10/3/2014 - Payroll 1
Pay Period: 09/16/2014 to: 09/30/2014

Payroll Details

		Taxes		Deductions		Employer	
						Liability	Amount
Double-time	1.50	\$82.60	CA SIT	\$2,127.01	LTDRNS	\$45.01	\$2,401.19
REIMS	0.00	\$194.64	CA SDI	\$241.15	State tax levy 1	\$482.00	
INSREM	0.00	\$239.27		\$9,130.58	Wage assignment	\$482.00	
Mileage	0.00	\$502.29			1		
reimbursement non-taxable						\$2,169.02	
	533.50	\$918.80					
Total Employees - Company: 9		\$31,853.27					

Company: GEOENVIRONMENT
 TECHNOLOGIES LLC
 Check date: 10/3/2014 - Payroll 1
 Pay Period: 09/16/2014 to: 09/30/2014

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 Run Number: 0038

Date Printed: 10/27/2014 19:15

21040247 - RY/TVQ

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDED DEPARTMENT within 30 DAYS of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

SECTION I: CONTRACTOR INFORMATION

- 1) Company Name: GeoEnvironment Technologies, LLC Contact Person: Jeff Couture Phone Number: 626-305-0400
 2) Do you have subcontractors working on this City contract? Yes No
 If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDED DEPARTMENT.
 If YES, a) STATE the number of your subcontractors ON THIS CITY CONTRACT: 9
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (CXS) ¹	II One- Person Contractor ²	III CBA ³	IV Occupational License ⁴	V Small Business ⁵	VI Gov. entity ⁶
1. Subcontractor Name: <u>Alameda Construction Services</u> 2. Contact Person: <u>Marlon Buenaventura</u> Phone #: <u>310-635-3277</u> 3. Address: <u>2528 E. 125th St, Compton, CA 90222</u> 4. Purpose of Subcontract: <u>SFI#3 Pipe Trench</u> 5. Amount of Subcontract: <u>\$ 12,820</u> 6. Term: Start Date <u>10 / 1 / 2014</u> End Date <u>11 / 15 / 2014</u> 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: <u>AllenCo</u> 2. Contact Person: <u>Tim Parker</u> Phone #: <u>562-989-6100</u> 3. Address: <u>2109 Gundry Av, Signal Hill, CA 90755</u> 4. Purpose of Subcontract: <u>Well workovers</u> 5. Amount of Subcontract: <u>\$ 75,000</u> 6. Term: Start Date <u>9 / 2 / 2014</u> End Date <u>9 / 26 / 2014</u> 7. Does the subcontract exceed \$25,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: <u>Bob Hill Hydraulic Crane</u> 2. Contact Person: <u>Todd</u> Phone #: <u>310-830-6450</u> 3. Address: <u>East 223rd St, Long Beach, CA 90810</u> 4. Purpose of Subcontract: <u>Crane services</u> 5. Amount of Subcontract: <u>\$ 2,400</u> 6. Term: Start Date <u>9 / 19 / 2014</u> End Date <u>10 / 10 / 2014</u> 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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SECTION I: CONTRACTOR INFORMATION

- 1) Company Name: GeoEnvironment Technologies, LLC Contact Person: Jeff Couture Phone Number: 626-305-0400
- 2) Do you have subcontractors working on this City contract? Yes No
 If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: 9
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) ¹	II One- Person Contractor ²	III CBA ³	IV Occupational License ⁴	V Small Business ⁵	VI Gov. entity ⁶
1. Subcontractor Name: <u>CSM Metal Fabricating</u> 2. Contact Person: <u>Dave Hodges</u> Phone #: <u>213-748-7321</u> 3. Address: <u>1800 San Pedro St, Los Angeles, CA 90015</u> 4. Purpose of Subcontract: <u>SFI#3 Pipe Trench - misc. metal fab.</u> 5. Amount of Subcontract: <u>\$ 19,509</u> 6. Term: Start Date <u>10 / 1 / 2014</u> End Date <u>10 / 15 / 2014</u> 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: <u>Engineering Seismology Group, Inc.</u> 2. Contact Person: <u>Dan Shaltry</u> Phone #: <u>613-548-8287</u> 3. Address: <u>20 Hyperion Ct, Kingston, Ontario, Canada</u> 4. Purpose of Subcontract: <u>Seismic monitoring</u> 5. Amount of Subcontract: <u>\$ 600,000</u> 6. Term: Start Date <u>12 / 30 / 2009</u> End Date <u> / / </u> 7. Does the subcontract exceed \$25,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: <u>GeoMechanics Technologies LLC</u> 2. Contact Person: <u>Jean Young</u> Phone #: <u>626-305-8460</u> 3. Address: <u>103 E. Lemon Av, Suite 200, Monrovia, CA 91016</u> 4. Purpose of Subcontract: <u>Well Drilling and Analysis Services</u> 5. Amount of Subcontract: <u>\$ 3,500,000</u> 6. Term: Start Date <u>1 / 1 / 2010</u> End Date <u> / / </u> 7. Does the subcontract exceed \$25,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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- 2) Do you have subcontractors working on this City contract? Yes No
 If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDDING DEPARTMENT.
 If YES, a) STATE the number of your subcontractors ON THIS CITY CONTRACT: 9
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) ¹	II One- Person Contractor ²	III CBA ³	IV Occupational License ⁴	V Small Business ⁵	VI Gov. entity ⁶
1. Subcontractor Name: <u>Probe - Kuster</u> 2. Contact Person: <u>Lee Adams</u> Phone #: <u>281-987-2244</u> 3. Address: <u>6824 N. Sam Houston Pkwy, W. Houston, TX 77064</u> 4. Purpose of Subcontract: <u>Well monitoring equipment sales/service</u> 5. Amount of Subcontract: <u>\$ 284,436</u> 6. Term: Start Date <u>9 / 1 / 2014</u> End Date <u> / / </u> 7. Does the subcontract exceed \$25,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: <u>Rain for Rent</u> 2. Contact Person: <u>Phil Johnson</u> Phone #: <u>562-595-7760</u> 3. Address: <u>1301 E. Spring St, long Beach, CA 90806</u> 4. Purpose of Subcontract: <u>Equipment Rental</u> 5. Amount of Subcontract: <u>\$ 60,000</u> 6. Term: Start Date <u>7 / 1 / 2008</u> End Date <u> / / </u> 7. Does the subcontract exceed \$25,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: <u>Weatherford US, LP</u> 2. Contact Person: <u>John Olson</u> Phone #: <u>562-595-0931</u> 3. Address: <u>3356 Lime Av, Signal Hill, CA 90755</u> 4. Purpose of Subcontract: <u>Well equipment and services</u> 5. Amount of Subcontract: <u>\$ 120,000</u> 6. Term: Start Date <u>9 / 2 / 2014</u> End Date <u>9 / 23 / 2014</u> 7. Does the subcontract exceed \$25,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

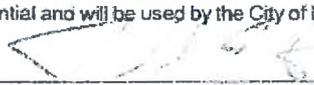
SECTION II: SUBCONTRACTOR INFORMATION (continued)						
PART A		PART B				
		CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III.				
		I 501 (c)(3) ¹	II One- Person Contract ²	III CBA ³	IV Occupational License ⁴	V Small Business ⁵
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)						
1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V, and submit this form and all supporting documentation to the Awarding Department for approval.						
2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption. Continue to Section IV.						
EXEMPTION		SUPPORTING DOCUMENTATION REQUIRED				
One-person contractors, lessee, licensee 501(c)(3) non-profit organization		LW 13 - Departmental Exemption Form http://www.law.com/lawyerdirectories/lawyerdirectories/occlw/occlw-exemption-form.html				
Occupational license required		LW 10 - OCC Exemption Form http://www.law.com/lawyerdirectories/lawyerdirectories/occlw/occlw-exemption-form.html				
Collective bargaining agreement w/supersession language		LW 26 - Small Business Exemption Form (English & Spanish) http://www.law.com/lawyerdirectories/lawyerdirectories/occlw/occlw-exemption-form.html				
Small Business						
Governmental Entity		NONE REQUIRED.				
SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)						
Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.						
1) Employee Information Form		LW 6 - http://www.law.com/lawyerdirectories/lawyerdirectories/occlw/occlw-exemption-form.html				
2) Subcontractor Information Form		LW 18 - http://www.law.com/lawyerdirectories/lawyerdirectories/occlw/occlw-exemption-form.html				
3) Subcontractor Declaration of Compliance Form (retain)		LW 5 - http://www.law.com/lawyerdirectories/lawyerdirectories/occlw/occlw-exemption-form.html				
SECTION V: SIGNATURE						
I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.						
<u>Jeff Couture</u> Print Name of Person Completing This Form		 Signature of Person Completing This Form				
<u>General Manager</u> Title		<u>626-305-0400</u> Phone #		<u>October 15, 2014</u> Date		
AWARDING DEPARTMENT USE ONLY:						
Dept: <u>PW</u> Dept Contact: <u>Ernesto Libunao</u> Contact Phone: <u>(310) 448-5318</u> Contract #: <u>C-109787</u>						

EXHIBIT J - MUNICIPAL LOBBYING ORDINANCE BIDDER CERTIFICATION



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 128
 (213) 978-1990

**Bidder Certification
 CEC Form 50**

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

Original filing Amended filing (original signed on 05/15/06; last amendment signed on 03/01/10)

Bid/Contract/BAVN Number: C-109787-3	Awarding Authority (Department): Bureau of Sanitation
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Name of Bidder: GeoEnvironment Technologies, LLC	Phone: 626-305-0400
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Address:
 103 E. Lemon Av, Suite 212, Monrovia, CA 91016

Email:
 jcouture@geoenvironment-technologies.com

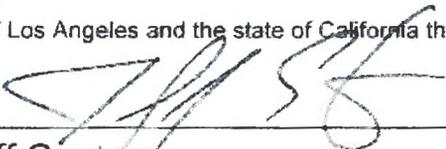
CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public;
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: October 7, 2014

Signature: 

Name: Jeff Couture

Title: General Manager

Los Angeles Administrative Code § 10.40.1

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

- (l) **"Public lease or license"**.

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

EXHIBIT K - NONDISCRIMINATION, EQUAL EMPLOYMENT, AFFIRMATIVE ACTION PLAN

CITY OF LOS ANGELES

**NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES
CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR**

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 171 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

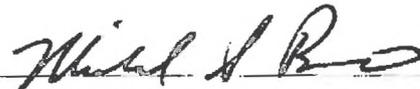
L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Equal Employment Practices Provisions Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of \$1,000 or more.

GeoEnvironment Technologies LLC

COMPANY NAME



AUTHORIZED SIGNATURE

103 E. Lemon Ave #212

ADDRESS

President

NAME AND TITLE (TYPE OR PRINT)

Monrovia, CA 91016

CITY, COUNTY, STATE, ZIP

626 - 305 - 0400, msbruno@geoenvironment-technologies.com

TELEPHONE #/EMAIL

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bea.eooc@lacity.org

AFFIRMATIVE ACTION PLAN

The following contracts are subject to the City of Los Angeles Affirmative Action Program as required by the Los Angeles Administrative Code (LAAC) Section 10.8.4 et seq.:

- Every non-construction contract of \$100,000 or more;
- Every construction contract of \$5,000 or more.

Purpose - An affirmative action program is a management tool designed to ensure equal employment opportunity. A central premise underlying affirmative action is that, absent discrimination, over time a contractor's workforce, generally, will reflect the gender, racial and ethnic profile of the available labor pools. Therefore, as part of its affirmative action program, a contractor monitors and examines its employment decisions and compensation systems to ensure equal employment practices, and takes steps to correct underutilization of women and minorities.

Contractors are subject to all provisions contained in LAAC Section 10.8.4 et seq., which can be found at <http://bea.lacity.org>. The excerpts below are provided to serve as a starting point for satisfying these requirements:

LAAC Section 10.8.4(B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

LAAC Section 10.8.4(K) The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract.

LAAC Section 10.8.4(M) The Affirmative Action Plan required to be submitted shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors, and suppliers of all racial and ethnic groups, provided, however that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage;
6. The entry of qualified women, minority, and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

LAAC Section 10.8.4(L) All contractors subject to the provisions of the section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City, and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor.

CONTRACTOR DECLARATION

In pursuit of accomplishing the intent of the City's Affirmative Action Program, the contractor certifies and agrees to immediately implement good faith efforts, measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

- (a) Recruit and make efforts to obtain such employees.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
- (d) Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
- (e) Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts.

Requirements For Construction Contractors ONLY

Construction contractors are additionally subject to all provisions contained in LAAC Section 10.13 et. seq. which can be found at <http://bca.lacity.org>. As part of these provisions, construction contractors are required to:

1. Submit an Anticipated Employment Utilization Report (AEUR) with each new bid for purposes of effectuating this Affirmative Action Plan for the specific project. The AEUR can be found in the bid documents or at <http://bca.lacity.org>.
2. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity (EEO) Officer. Such individual must have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

<u>Jeffrey Cantore</u>	<u>Facilities & Engineering</u>
NAME OF EEO OFFICER	TITLE
<u>antman@managementtechnologies.com</u>	<u>310-305-1362</u>
EMAIL	PHONE NUMBER

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan. I certify under penalty of perjury under the laws of the State of California that I have read and understood the foregoing requirements of LAAC Section 10.5 et seq. and agree to comply with them while under contract as set forth therein.

Executed this 10 day of September, in the year 2014 at Monterey Park, CA
(CITY) (STATE)

<u>Management Technologies, LLC</u>	<u>(626) 305-1362</u>
COMPANY NAME	TELEPHONE NUMBER
<u>Michael S. Brown</u>	<u>105 E. Vermont Ave #702</u>
AUTHORIZED SIGNATURE	ADDRESS
<u>Michael S. Brown, President</u>	<u>Monterey Park, CA 91754</u>
NAME AND TITLE (PRINT)	CITY, COUNTY, STATE, ZIP

EXHIBIT L - SLAVERY DISCLOSURE ORDINANCE

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments on LABAVN (www.labavn.org) before a Contract or Contract Amendment can be executed. The Affidavit must only be submitted once on LABAVN, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, Michael S. Bruno, am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

<u>GeoEnvironment Technologies</u>	<u>626-305-0400</u>	<u>80-0322415</u>	<u>61091</u>
Company Name	Phone	Federal ID #	BAVN Company ID #
<u>103 E. Lemon Ave #212</u>	<u>Monrovia</u>	<u>CA</u>	<u>91016</u>
Street Address	City	State	Zip

3. The Company came into existence in 2010 (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from, Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that (mark only the option(s) that apply):

The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on Sept. 12, 2013 at Monrovia CA
(Date) (City) (State)
Signature  Title: President

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury

Company means any person, firm, corporation, partnership or combination of these

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services; the performance of any work or service; the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era

Investment means to make use of an Enslaved Person for future benefits or advantages

Participation means having been a Slaveholder during the Slavery Era

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons

Slavery Era means that period of time in the United States of America prior to 1865

Slaveholder means holders of Enslaved Persons; owners of business enterprises using Enslaved Persons; owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons; merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to Enslaved Persons

EXHIBIT N - PATENT LICENSE AGREEMENT

PATENT LICENSE

THIS PATENT LICENSE AGREEMENT (this "LICENSE AGREEMENT") is entered into as of the ___th day of _____, 2009 (the "Effective Date"), by and between **TERRALOG TECHNOLOGIES USA, INC.**, a California Corporation, with offices at 332 East Foothill Boulevard, Arcadia, California 91006, hereinafter "TERRALOG" and **THE CITY OF LOS ANGELES**, with offices at 12000 Vista del Mar, Playa del Rey, California 90293, hereinafter the "CITY"

RECITALS

WHEREAS, TERRALOG and the CITY have entered into Contract No. C-109787, as amended from time to time, whereby TERRALOG participated in the Terminal Island Renewable Energy Project, hereinafter the "T.I.R.E. Project," for the purpose of injecting the CITY's biosolids into the ground and, potentially, converting the CITY's biosolids to methane by natural biodegradation;

WHEREAS TERRALOG has developed methods disclosed in United States Patent Nos. 6,287,248, 6,409,650, 6,491,616 and 6,962,561, which describe and claim the technology utilized in the T.I.R.E. project;

WHEREAS TERRALOG may have filed, or caused to be filed, additional United States Patent Applications, and may hereafter file, or cause to be filed, additional United States Patent Applications which describe and claim any aspect of the "Method for Biosolids Disposal and Methane Generation" described in the above-listed patents or utilized as part of the T.I.R.E. Project, as well as improvements to that technology;

WHEREAS, TERRALOG desires to grant to the CITY a non-exclusive and non-transferable right and license to use the Licensed Property (as hereinafter defined) at the Terminal Island Treatment Plant and at the Hyperion Treatment Plant and any other facilities owned or operated by the CITY that inject biosolids into the ground;

WHEREAS, the CITY desires to obtain the non-exclusive and non-transferable right and license to use the Licensed Property as described herein;

WHEREAS, TERRALOG and the CITY agree that the purpose of this License Agreement is for TERRALOG or its Assignee to grant to the CITY an irrevocable, non-exclusive and non-transferrable license to utilize all rights that Terralog or its Assignee now has, or may hereafter acquire, to the technology being used and developed in the T.I.R.E. project, including improvements to that technology hereafter developed, for use by the CITY at facilities owned or operated by the CITY that inject biosolids into the ground; and

NOW THEREFORE, contingent on payment as set forth in Contract License C-109787 and further herein, mutual covenants herein contained, and intending to be legally bound hereby, TERRALOG and the CITY hereby agree as follows:

ARTICLE I – DEFINITIONS

1.1 Patents. "Patents" mean United States Patent Nos. 6,287,248, 6,409,650, 6,491,616 and 6,962,561, as well as any other patents now existing or hereafter granted which are owned or licensed by TERRALOG, which claim or describe any aspect of the "Method for Biosolids Disposal and Methane Generation" described in the above-listed patents or utilized as part of the T.I.R.E. Project including improvements to that technology hereafter developed.

1.2 Effective Date. The term "Effective Date" is the date in which Contract C-109787 and this License Agreement are executed.

1.3 Licensed Property. "Licensed Property" means the Patents listed or described in Article 1.1 above, as well as all other patents and patent applications, including but not limited to all continuations, continuation-in-parts, divisionals, reexaminations, reissues, and provisionals, that claim or describe any aspect of the "Method for Biosolids Disposal and Methane Generation" described in the Patents or utilized as part of the T.I.R.E. Project, including improvements to that technology hereafter developed. Licensed Property includes patents or patent applications that may be filed, issued, or acquired subsequent to the execution of this License Agreement.

Licensed Property further includes all other intellectual property rights associated with the "Method for Biosolids Disposal and Methane Generation" described in the Patents or utilized as part of the T.I.R.E. Project, including improvements to that technology hereafter developed, including but not limited to, all copyright, trademark, service marks, and trade secrets.

Licensed Property further includes any patent or other intellectual property rights licensed to TERRALOG or its Assignee, including but not limited to any rights for injection technology, for utilizing the "Method for Biosolids Disposal and Methane Generation" described in the Patents or utilized as part of the T.I.R.E. Project, including improvements to that technology hereafter developed, which TERRALOG or its Assignee acquires by license or other means.

1.4 Licensed Territory. "Licensed Territory" means any facility either owned or operated by the City that includes the injection of biosolids into the ground and, potentially, converting the biosolids to methane, including but not limited to the City of Los Angeles Terminal Island Treatment Plant and the City of Los Angeles Hyperion Treatment Plant.

1.5 Date of Payment Satisfaction. "Date of Payment Satisfaction" means the date consideration totals of Six Million Twenty Thousand Seven Hundred and Ten Dollars (\$6,020,710.00).

1.6 Term. "Term" means from the Date of Payment Satisfaction until the expiration date of the last to expire patent or other intellectual property right of the Licensed Property.

1.7 Person. "Person" means any natural person, corporation, company, partnership, limited partnership, limited liability company, firm, association, trust, government, governmental agency, or any other entity, whether acting in an individual, fiduciary or other capacity.

1.8 Transfer. Transfer means assigned, pledged, sold, mortgaged, sublicensed or otherwise hypothecated or disposed of, either directly or indirectly, in whole or in part, by operation of law or otherwise.

1.9 Assignee. Assignee shall mean any affiliated entity to TERRALOG to which Contract C109787 is subsequently assigned by mutual consent between TERRALOG and CITY.

ARTICLE II – LICENSES

2.1 License Grant. Subject to the terms and conditions set forth in this License Agreement, TERRALOG or its Assignee hereby grants to CITY, and CITY hereby accepts, an irrevocable, non-exclusive, and non-transferable, license of the Licensed Property, to solely use the Licensed Property at the Licensed Territory. No license is granted hereunder for the use of the Licensed Property for any purpose other than as specifically set forth in this Section 2.1.

2.2 TERRALOG retains and reserves any and all rights to use and exploit, and to grant to any other Person the right to use and exploit, the Licensed Property.

2.3 Transfer of License. The license granted herein is strictly personal to CITY. Neither this Agreement nor any of the rights granted to or obligations undertaken by CITY hereunder may be transferred to any Person without the prior written approval of TERRALOG, which may be withheld in TERRALOG's sole discretion; any attempted transfer shall be null, void, and of no force or effect.

ARTICLE III – CONSIDERATION

3.1 In consideration of the License Agreement to be delivered by TERRALOG or its Assignee, which are contingent and thus in effect on the Date of Payment Satisfaction, CITY provides forty-eight (47) monthly payments of One-Hundred Two Thousand (\$128,100.00), or payments equal to Six Million Twenty Thousand Seven Hundred and Ten dollars (\$6,020,710.00), as set forth in Contract C-109787,

Amendment 2, Exhibit B – Compensation, whichever occurs first, on or after the Effective Date as set forth herein.

ARTICLE IV – WARRANTIES AND INDEMNIFICATION

4.1 Full Power and Authority. Each of TERRALOG and CITY hereby represents and warrants to the other party that: (i) TERRALOG or its Assignee has the full and complete right to license the Licensed Property to CITY, (ii) TERRALOG and CITY have the full corporate power and authority to enter into this License Agreement and to carry out its obligations hereunder; (iii) this License Agreement has been duly authorized by all necessary action on its part; (iv) this License Agreement has been duly executed and delivered by its authorized representative.

4.2 Warranty. TERRALOG or its Assignee represents and warrants that CITY'S use of the Licensed Property will not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

4.3. Warranty Exclusions. Except as expressly set forth herein, TERRALOG disclaims any and all promises, representations, and warranties, expressed or implied, with respect to the Licensed Property provided under the this Agreement, including but not limited to, any and all implied warranties of merchantability, fitness for a particular use.

4.4 Infringement. TERRALOG or its Assignee agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark and trade secret right arising out of the CITY'S use of the Licensed Property. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this License Agreement or Contract No. C-109787 and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this section shall survive expiration or termination of this License Agreement.

4.5 CITY, by execution hereof, acknowledges, covenants and agrees that it has not been induced in any way to enter into this License Agreement, and further warrants and represents that: (i) it has conducted sufficient due diligence with respect to all items and issues, including laws and regulatory issues pertinent to the implementation of the Licensed Property, and pertaining to this Article 4 and all other matters pertaining to this License Agreement; and (ii) CITY has adequate knowledge and expertise, or has utilized

knowledgeable and expert consultants, to adequately conduct the due diligence, and agrees to accept all risks inherent herein.

ARTICLE V – LIMITATION OF LIABILITY; EXCLUSION OF CONSEQUENTIAL DAMAGES

5.1. Except for the Indemnification obligation under Section 4.3, in no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages, or damages for loss of profits, revenue, or use. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. This limitation of liability allocates the risks between the parties to this agreement and the consideration reflects this allocation to which the parties have agreed.

ARTICLE VI – PROTECTION AND DEFENSE OF LICENSED PROPERTY

6.1 It is not the CITY's responsibility to defend any of the Licensed Property under this License Agreement.

6.2 Maintenance Fees. TERRALOG or its Assignee hereby represents and warrants to the CITY that TERRALOG or its Assignee will maintain correspondence with the United States Patent and Trademark Office, hereinafter "USPTO," and satisfy the necessary maintenance fees and associated documents required by the USPTO to maintain the Licensed Property until their respective dates of expiration.

ARTICLE VII – TERM AND TERMINATION

7.1 Term. The term of this License Agreement shall commence on the Date of Payment Satisfaction and shall continue in full force until the expiration date of the last intellectual property right of any right comprising the Licensed Property.

ARTICLE VIII – MISCELLANEOUS

8.1 Relationship of Parties. Neither party will act or represent or hold itself out as having authority to act as an agent or partner of the other party, or in any way bind or commit the other party to any obligations. Nothing contained in this License Agreement will be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each party being individually responsible only for its obligations as set forth in this License Agreement. The employees, consultants or contractors of CITY will remain employees, consultants or contractors of CITY, and TERRALOG shall not have any responsibility for such employees, consultants or contractors. The employees, consultants or contractors of TERRALOG will remain employees, consultants or contractors of TERRALOG, and CITY shall not have any responsibility for such employees, consultants or contractors.

8.2 In addition, except as specifically stated herein, nothing contained in this License Agreement shall obligate TERRALOG with respect to any license, contract, or other arrangement, obligation or responsibility entered into by CITY with respect to Licensed Property prior to the Effective Date of this License Agreement and TERRALOG shall have no liability, obligation or other responsibility to CITY or any other party with respect to licenses, contracts, or other arrangements, obligations or responsibilities entered into or assumed by CITY with respect to Licensed Property.

8.3 Notices. Notice under this License Agreement shall be in writing and shall be effective when actually delivered. If mailed, notice shall be deemed effective two business days after mailing as registered or certified mail, postage prepaid, directed to the other party at the address set forth below or such other address as the party may indicate by written notice to the other.

As to -----:

TERRALOG TECHNOLOGIES USA, INC., a
California Corporation, with offices at
332 East Foothill Boulevard
Arcadia, California 91006
Attention: Michael S. Bruno
Facsimile: (626) 305-8462
Email: msbruno@terralog.com

As to -----:

THE CITY OF LOS ANGELES
Attention: Mark Starr, Sr. Environmental Engineer
Hyperion Treatment Division
12000 Vista del Mar
Playa del Rey, California 90293
Facsimile: (310) 648-5070
Email: mark.starr@lacity.org

8.4 Waiver. Any waiver by either party of the breach of any provision of this License Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

8.5 Assignment. This License Agreement may not be assigned or otherwise transferred (in whole or in part) by CITY without the prior written consent of the TERRALOG.

8.6 Governing Law; Jurisdiction. This License Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.7 Entire Agreement. This License Agreement and Contract C-109787, as amended, contain the entire understanding between and among the parties with respect to the subject

matter hereof and supersedes any prior understandings and licenses among them respecting the subject matter of this License Agreement.

8.8 License Agreement Binding. This License Agreement shall be binding upon the successors and assigns of the parties hereto.

8.9 Further Action. The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be reasonably necessary or appropriate to achieve the purpose of this License Agreement.

8.10 Good Faith, Cooperation and Due Diligence. The parties covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this License Agreement. All promises and covenants are mutual and dependent.

8.11 Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

8.12 Savings Clause. If any provision of this License Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this License Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

8.13 Titles not to Affect Interpretation. The titles of the sections and subsections in this License Agreement are inserted for convenience of reference only, and they neither form a part of this License Agreement nor are they to be used in the construction or interpretation thereof.

8.14 Modification. No change or modification of this License Agreement shall be binding upon the parties hereto, unless it shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this License Agreement as of the Effective Date.

TERRALOG TECHNOLOGIES USA, INC

By: _____

Its: _____

Date: _____, 2009

THE CITY OF LOS ANGELES

By: _____

Its: _____

Date: _____, 2009

EXHIBIT O - CONTRACT HISTORY

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

May 15, 2006 Terminal Island Renewable Energy Project Design,
Development and Operation; Contract Nos: C-109787, C-109781-1 and
C-109787-2; Contract Amount: \$26,932,952.00

GeoEnvironment Technologies, LLC

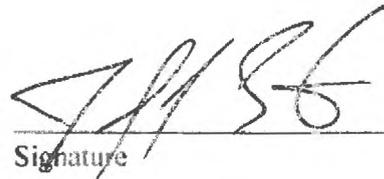
Name of Organization

Jeff Couture

Print Name

Oct 6, 2014

Date



Signature

General Manager

Title

EXHIBIT P - LA RESIDENCE INFORMATION

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: GeoEnvironment Technologies, LLC

I. Corporate or Main Office Address:

103 E. Lemon Av, Suite 212

Monrovia, CA 91016

II Total Number of Employees in Organization: 10

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

1 and 10 %

EXHIBIT Q - NON-COLLUSION AFFIDAVIT

Non-Collusion Affidavit

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, Michael S. Bruno, depose and say that I am

President of GeoEnvironment Technologies, LLC
("President", "Vice President", etc.) (Name and Address of Organization)

who submits this proposal to the City of Los Angeles, Department of Public Works, Bureau of Sanitation, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: October 28, 2014 at Monrovia, CA
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of perjury that the foregoing is correct



Michael S. Bruno
(Signature)

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i> GeoEnvironment Technologies, LLC		<i>BTRC (or n/a)</i> 000249337000019
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> Jeff Couture, General Manager		
<i>Date Executed</i> 10-8-14	<i>City Approval (Signature)</i> 	<i>(Print Name)</i> Eversto Libunao

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Prohibited Contributors (Bidders)

CEC Form 55

This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.

Original filing Amended filing (original signed on 05/15/06; last amendment signed on 03/01/10)

Bid/Contract/BAVN Number (or other identifying information if no number):
 C-109787-3

Date Bid Submitted:
 October 7, 2014

Description of Contract:
 Terminal Island Renewable Energy Project

Awarding Authority (Department):
 Bureau of Sanitation

BIDDER

Name: GeoEnvironment Technologies, LLC

Address: 103 E. Lemon Av, Suite 212, Monrovia, CA 91016

Email (optional): jcouture@geoenvironment-technologies.com Phone: 626-305-0400

State Contractor ID: _____

State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Michael S. Bruno Title: President

Address: 103 E. Lemon Av, Suite 212, Monrovia, CA 91016

Name: William Forrester Title: Principal

Address: _____

Name: Richard Knowles Title: Principal

Address: _____

Name: Jeff Couture Title: General Manager

Address: 103 E. Lemon Av, Suite 212, Monrovia, CA 91016

_____ additional sheets are attached. Bidder is an individual and no other principals exist.



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Prohibited Contributors (Bidders)

CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: C. E. Allen Company (dba AllenCo)
 Address: 2109 Gundry Av, Signal Hill, CA (562) 989-6100
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): not applicable

Subcontractor: Engineering Seismology Group
 Address: 20 Hyperion Ct, Kingston, Ontario, Canada (613) 548-8287
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): not applicable

Subcontractor: GeoMechanics Technologies, LLC
 Address: 103 E. Lemon Av, Suite 200, Monrovia, CA (626) 305-8460
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): 747426

Subcontractor: Probe - Kuster
 Address: 6824 N. Sam Houston Pkwy, Houston, TX (281) 987-2244
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): not applicable

Subcontractor: Weatherford US, LP
 Address: 3356 Line Av, Signal Hill CA (562)595-0931
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): not applicable

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

_____ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: CE Peter Allen Title: President / CEO
 Address: 2109 Gundry Av, Signal Hill, CA (562) 989-6100
 Subcontractor: C.E. Allen Company

Name: Ken Arnold Title: CEO
 Address: 20 Hyperion Ct., Kingston, ON, Canada, K7K 7K2
 Subcontractor: Engineering Seismology Group, Inc.

Name: David Coppe Title: CEO
 Address: 6824 North Sam Houston Pkwy, Houston, TX 77064 (281)987-2244
 Subcontractor: Probe-Kuster (Probe Holdings, Inc.)

Name: Bernard Duroc-Danner Title: President - CEO
 Address: 3356 Lime Avenue Signal Hill CA, 90755 (562)595-0931
 Subcontractor: Weatherford US, LP

Name: Michael Bruno Title: President
 Address: 103 E. Lemon Av, #200, Monrovia, CA (626) 305-8460
 Subcontractor: GeoMechanics Technologies, LLC

Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: _____
 Subcontractor: _____

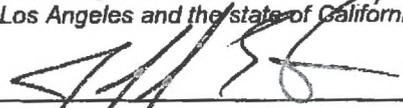
_____ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.

Date: 11-5-2014

Signature: 

Name: Jeff Couture

Title: General Manager

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

EXHIBIT T - FIRST SOURCE HIRING ORDINANCE

FSHO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I am aware of my obligations under Los Angeles Administrative Code (LAAC) Section 10.44 et seq., First Source Hiring Ordinance, and understand that failure to comply may result in contract termination. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the First Source Hiring Ordinance as evidence against the contractor in actions taken pursuant to the provisions of the LAAC Section 10.39 et seq. and 10.40 et seq., Contractor Responsibility Ordinance.

Get a commitment already will fully comply with the First Source Hiring Ordinance requirements.
Contractor Name

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 17 day of September, in the year 2014, at Monterey Park, CA
(City) (State)

[Signature]
Signature

[Signature]
Mailing Address

Michael S. B...
Name of Signatory (Printed Name)

Monterey Park 91015
City, State, Zip code

President
Title

2-072240
PIN ID#

[Signature]
Contractor Seal

[Signature]
Contractor Seal



CITY OF LOS ANGELES

OFFICE OF FINANCE

P.O. BOX 53200

LOS ANGELES CA 90053-0200

EXHIBIT U - BTRC - BUSINESS TAX REGISTRATION CERTIFICATE

25 100-007804 1103 1

GEOENVIRONMENT TECHNOLOGIES LLC
103 E LEMON AVE
MONROVIA CA 91016-5115

103 E LEMON AVENUE
MONROVIA, CA 91016-5115

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX

ISSUED: 3/29/2011

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0002493370-0001-9	L188	Contractor	01/01/2010	Active

DISCUSS TO

GEOENVIRONMENT TECHNOLOGIES LLC

103 E LEMON AVENUE
MONROVIA, CA 91016-5115

103 E LEMON AVENUE
MONROVIA, CA 91016-5115



ISSUED BY:

Christiane St. Christou

DIRECTOR OF FINANCE

EXHIBIT V - CONTRACTOR RESPONSIBILITY ORDINANCE - QUESTIONNAIRE

**CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

GeoEnvironment Technologies, 103 E. Lemon Av. #212, Monrovia, CA, 91016, Ph: 626-305-0400

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Jeff Couture, General Manager

Print Name and Title of Officer or Authorized Representative

Bureau of Sanitation

C-109787

Awarding City Department

Contract Number

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Bureau of Sanitation	Ernesto Libunao	310-648-5319
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City Department/Division Awarding Contract	City Contact Person	Phone
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C-109787-3 Terminal Island Renewable Energy (T.I.R.E.) Project

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

GeoEnvironment Technologies, LLC

Bidder/Proposer Business Name

103 E. Lemon Av, Suite 212	Monrovia	CA	91016
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Street Address	City	State	Zip
----------------	------	-------	-----

Jeff Couture, General Manager	626-305-0400	626-305-0444
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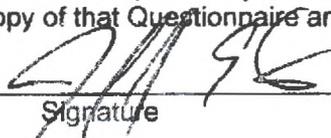
Contact Person, Title	Phone	Fax
-----------------------	-------	-----

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated ____/____/____.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Jeff Couture, General Manager



Oct. 8, 2014

Print Name, Title

Signature

Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

Corporation: Date incorporated: ____/____/____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

Limited Liability Company: Date of formation: 1 / 1 / 2010 State of formation: Delaware

List members who own 5% or more of the company. Use Attachment A if more space is needed.

Michael S. Bruno _____ William Forrester _____

Richard Knowles _____

Partnership: Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

Sole Proprietorship: Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

Joint Venture: Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

Yes No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

Yes No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

Yes No

If **Yes**, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 4.5 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

Yes No

If **Yes**, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case, the date each case was filed, and the disposition/current status of each case.

(a) Payment to subcontractors?

Yes **No**

(b) Work performance on a contract?

Yes **No**

(c) Employment-related litigation brought by an employee?

Yes **No**

14. Does your firm have any outstanding judgements pending against it?

Yes **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

Yes **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

SERVICE

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

Yes No

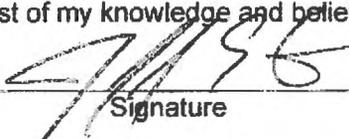
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Jeff Couture, General Manager

Print Name, Title



Signature

Oct. 8, 2014

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

Reference C1. - Affiliated Firm: GeoMechanics Technologies - owners are involved in ownership of this Limited Liability Company and President of GeoEnvironment Tech, Michael Bruno, is also President of GeoMechanics Tech.

Reference C3. - Name Change: GeoMechanics Technologies changed names in 2012 from Terralog Technologies, Inc.

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title: Terminal Island Renewable Energy (T.I.R.E.) Project
--

Proposer: GeoEnvironment Technologies, LLC	Address: 103 E. Lemon Av, Suite 212, Monrovia, CA 91016
Contact Person: Jeff Couture	Phone/Fax: 626-305-0400 / 626-305-0444 (fax)

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
A-I Coast Rentals - 24000 Crenshaw Blvd, Torrance, CA 90505 (310) 326-1910	Equipment Rental	OBE	N/A	\$1,000
ACME 600 Playhouse Alley, Ste. 501 Pasadena, CA 91101 626-227-1188 x101	Excavation, Construction, Management, Engineering	OBE	N/A	\$12,000
Accu-Cut 417 W 130th St, Los Angeles, CA 90061 (310) 327-3454	Concrete Cutting, Construction	OBE	N/A	\$50,000
Aguilar Testing Services 2525 Cerritos Ave, Signal Hill, CA 90755 (562) 426-4393	Tubular Inspection Services	OBE	N/A	\$2,651
Aidyl Corp-Sinclair Drilling Fluids 222 E C Street, Wilmington, CA 90744 (951) 245-0424	Drilling Fluid Products	OBE	N/A	\$5,000

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$ 33,070	0.057%
TOTAL WBE AMOUNT	\$ 0.00	0 %
TOTAL SBE AMOUNT	\$ 0.00	0 %
TOTAL EBE AMOUNT	\$ 0.00	0 %
TOTAL DVBE AMOUNT	\$ 0.00	0 %
TOTAL OBE AMOUNT	\$ 16,177,134	27.8%
BASE BID AMOUNT	\$ 58,220,507	



Signature of Person Completing this Form

Jeff Couture
Printed Name of Person Completing this Form

Facility Manager

Date

9/30/14

MUST BE SUBMITTED WITH PROPOSAL

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

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Contact Person: Jeff Couture	Phone/Fax: 626-305-0400 / 626-305-0444 (fax)

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
Alameda Construction Services 2528 E 125 th St Compton, CA 90222 (310)635-3277	Construction contractor	MBE	Los Angeles City	\$12,820
Avel Roll Off PO BOX 5141 Gardena, CA 90249 (310) 323-7353	Waste disposal services	OBE	N/A	\$2,400
C.E.Allen Company (dba AllenCo) 2109 Gundry Avenue Signal Hill, CA 90755 (562) 989-6100	Well completion services	OBE	N/A	\$240,000
Baker Hughes Inteq. 2929 Allen Parkway, Suite 2100, Houston, Texas 77019-2118 USA (713)439-8600	Well Services, Tools, Support	OBE	N/A	\$195,000
Berg Electric Corp 5650 W Centinela Ave Los Angeles, CA 90045 (310) 337-1377	Electrical Contractor	OBE	N/A	\$220,000

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$ 33,070	0.057%
TOTAL WBE AMOUNT	\$ 0.00	0 %
TOTAL SBE AMOUNT	\$ 0.00	0 %
TOTAL EBE AMOUNT	\$ 0.00	0 %
TOTAL DVBE AMOUNT	\$ 0.00	0 %
TOTAL OBE AMOUNT	\$ 16,177,134	27.8%
BASE BID AMOUNT	\$ 58,220,507	



Signature of Person Completing this Form

Jeff Couture

Printed Name of Person Completing this Form

Facility Manager **9/30/14**

Title Date

MUST BE SUBMITTED WITH PROPOSAL

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

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LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
B&I. Casing Services 9100 Ming Ave #201 Bakersfield, CA (661) 589-9080	Well Casing Supplier	OBE	N/A	\$45,000
Brandt 13810 Hollister, Suite 100 Houston, TX 77086 832-714-3200	Well Coring Services	OBE	N/A	\$48,000
CalScience Labs 7440 Lincoln Way Garden Grove, CA 92841 (714) 895-5494	Laboratory Services	MBE	CCA# 610	\$5,250
Cannon Services, LTD 9703 Mula Rd Stafford, TX 77477 (281) 498-2505	Well tubing clamp supplier	OBE	N/A	\$4,400
Chris Co. Bits 3113 Landco Dr, Bakersfield, CA 93308 (661) 324-5600	Well drilling tools/bits	OBE	N/A	\$30,000

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$ 33,070	0.057%
TOTAL WBE AMOUNT	\$ 0.00	0 %
TOTAL SBE AMOUNT	\$ 0.00	0 %
TOTAL EBE AMOUNT	\$ 0.00	0 %
TOTAL DVBE AMOUNT	\$ 0.00	0 %
TOTAL OBE AMOUNT	\$ 16,177,134	27.8%
BASE BID AMOUNT	\$ 58,220,507	



 Signature of Person Completing this Form

Jeff Couture

 Printed Name of Person Completing this Form

Facility Manager **9/30/14**
 Title Date

MUST BE SUBMITTED WITH PROPOSAL

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

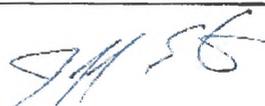
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Project Title: Terminal Island Renewable Energy (T.I.R.E.) Project
--

Proposer: GeoEnvironment Technologies, LLC	Address: 103 E. Lemon Av, Suite 212, Monrovia, CA 91016
Contact Person: Jeff Couture	Phone/Fax: 626-305-0400 / 626-305-0444 (fax)

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
Core Lab Houston, Texas (713)328-2673	Well coring analysis	OBE	N/A	\$26,000
C/S/M Metal Fabricating 1800 San Pedro St. Los Angeles, CA 90015 (213)748-7321	Metal Fabricator	OBE	N/A	\$19,509
C.W. Services 1735 Santa Fe Ave. Long Beach, CA 90813 (562) 432-5421	Welding, maintenance services	OBE	N/A	\$5,000
D-MAC Electrical Contractors 453783 Ponca Ave. Alton, OK 74331 (918) 782-9683	Electrical Contractors	OBE	N/A	\$80,000
Davis-Lynch Inc 2005 Garden Rd Pearland, TX 77581 (281) 485-8301	Well equipment provider	OBE	N/A	\$80,000

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$ 33,070	0.057%
TOTAL WBE AMOUNT	\$ 0.00	0 %
TOTAL SBE AMOUNT	\$ 0.00	0 %
TOTAL EBE AMOUNT	\$ 0.00	0 %
TOTAL DVBE AMOUNT	\$ 0.00	0 %
TOTAL OBE AMOUNT	\$ 16,177,134	27.8%
BASE BID AMOUNT	\$ 58,220,507	



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DeWitt 1631 S Alameda St Los Angeles, CA 90021 (626) 444-2691	Oil/Fuel Provider	OBE	N/A	\$20,000
Dedicated Vacuum 1600 Ocean Av, Seal Beach, CA 90740 (562) 755-2762	Vacuum Truck Services	OBE	N/A	\$28,784
Dion and Sons, Inc. 1543 W 16th St Long Beach, CA 90813 (562) 432-3946	Oil / Fuel Supplier	OBE	N/A	\$25,000
Downhole Stabilization 3515 Thomas Ave Bakersfield, CA 93308 (661) 631-1044	Well fluid amendments supplier	OBE	N/A	\$39,000
Don Clarke 5838 Graywood Av Lakewood, CA 90712 (562) 212-9934	Well analysis services	OBE	N/A	\$25,000

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DMW Industries, Inc. 1755 Art St Bakersfield, CA 93312 (661) 829-1520	Welding contractor	OBE	N/A	\$2,861
Driltek Professional Drilling Mgt 841 Mohawk Street, Suite 290, Bakersfield, CA 93309 (661) 327-3021	Well Engineering Services	OBE	N/A	\$350,000
Eagle Trucking and Crane Svc. 700 Majors Ct Bakersfield, CA 93308 (661) 399-9177	Trucking / Crane Services	OBE	N/A	\$50,000
Cameron Inc. (formerly Elco, Inc.) 4315 Yeager Way Bakersfield, CA, 93313 (661) 837-4980	Wellhead Control Services	OBE	N/A	\$350,000
Elec Tech 3029 E South St Long Beach, CA 90805 (562) 602-1015	Electrical Contractor	OBE	N/A	\$235,000

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Energy Tubulars, Inc. 3010 Old Ranch Pkwy Seal Beach, CA 90740 (562) 342-2850	Well Casing / Tubing Supplier	OBE	N/A	\$760,000
Eng. Seismology Grp Canada, Inc. (ESG) 20 Hyperion Crt, Kingston, ON K7K 7K2 613-548-8287	Micro-Seismic System Provider	OBE	N/A	\$600,000
EPIC 145 G Street, Suite A, Arcata, CA 95521 (707) 822-7711	Well analysis	OBE	N/A	\$2,200
Falcon Fuels 7300 Alondra Blvd Paramount, CA 90723 (562) 272-4226	Oil / Fuel Provider	OBE	N/A	\$6,000
FedEx 2000 San Fernando Rd Los Angeles, CA 90065 (800) 463-3339	Shipping	OBE	N/A	\$367

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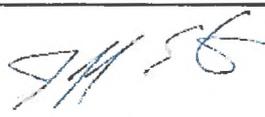
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Flat Top Enterprises, Inc. 34306 7th Standard Rd Bakersfield, CA 93314 (661) 399-4562	Well services	OBE	N/A	\$1,091
Gallade Chemical 1230 E St Gertrude Pl Santa Ana, CA 92707 (714) 546-9901	Chemical supplier	OBE	N/A	\$10,000
GeoDrilling Fluids Inc 1431 Union Ave. Bakersfield, CA 93305 (800)438-7436/ (661) 325-5919	Well drilling fluid supplier	OBE	N/A	\$120,000
Goldmark Diesel Equipment 4140 74 Ave NW Edmonton, AB T6B 2P7, Canada 780-450-5730	Pump manufacturer	OBE	N/A	\$1,500,000
GeoMechanics Technologies, I.I.C 103 E. Lemon Av, #200, Monrovia, CA 91016 626-305-8460	Well Analysis and Drilling Contractor	OBE	N/A	\$3,500,000

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Halliburton 34722 7th Standard Rd Bakersfield CA (661) 393-8111	Well Services Provider	OBE	N/A	\$120,000
Hill's Welding & Engineering 19090 Transport Ln Shafter, CA 93263-9554 (661) 746-5400	Welding contractor	OBE	N/A	\$17,975
Hogg Drilling Specialty Const. Inc. 1800 21st St # D Bakersfield, CA 93301 (661) 861-1032	Well Drilling Contractor	OBE	N/A	\$75,000
Howell Drilling 2579 E. 67th Street, Long Beach, CA 90805 (562) 633-9898	Well Drilling Contractor	OBE	N/A	\$26,150
John Guzman Trucking 2463 Gundry Ave Signal Hill CA 90755 (562) 492-6688	Trucking, crane and vacuum truck services	OBE	N/A	\$8,000

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John Phillips 2800 Gibson St, Bakersfield, CA 93308 » Map (661) 327-3118	Oilfield equipment and services	OBE	N/A	\$8,000
Kelly Pipe 11680 Bloomfield Ave Santa Fe Springs, CA 90670 (562) 868-0456	Well casing and tubing supplier	OBE	N/A	\$330,000
Kenai Drilling 2701 Patton Way Bakersfield CA, 93308 (661)587-0117	Well Drilling Contractor	OBE	N/A	\$1,600,000
Key Energy Service 5080 California Avenue, Suite 150, Bakersfield Bakersfield, CA 93309 661-334-8200	Well casing/tubing services	OBE	N/A	\$135,000
Loveco Construction, Inc. 1300 E Burnett St, Signal Hill, CA 90755 (562) 595-1601	General Engineering Contractor	OBE	N/A	\$75,000

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MD Toteo 1200 Cypress Creek Rd. Cedar Park, TX 78613. (512) 340-5000.	Well drilling communication services	OBE	N/A	\$34,000
Mi Swaco 5950 N Course Dr Houston, TX 77072 (713) 739-0222	Pump supplier	OBE	N/A	\$524,111
Motion Industries 760 West 190 th Street, Gardena, CA 90248 (310) 327-5070	Mechanical Parts Supplier	OBE	N/A	\$1,097
Murray Plumbing and Heating Corp. 18414 S Santa Fe Ave Rancho Domingues, CA 90221 (310) 637-1500	Plumbing and Heating contractor	OBE	N/A	\$40,000
National Oil Well Varco 7909 Parkwood Circle Dr. Houston, TX 77036 (713) 375- 3700	Well equipment/tool suppliers	OBE	N/A	\$42,500

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Noriega Pipeline Inc. 16261 Night Star Court Fontana, CA 92336 (951) 830-7851	General Construction Contractor	MBE	CalTrans #41185	\$15,000
Oil Well Service Company 10840 Norwalk Blvd. Santa Fe Springs, CA 90670. (562) 595-4501	Oilfield Services	OBE	N/A	\$26,000
Oil Field Tubulars and Supply 17011 Beach Blvd Huntington Beach, CA 92647 (714) 848-7473	Well casing and tubing supplier	OBE	N/A	\$90,000
Pacific Petroleum 621 Hampshire Rd # 322, Westlake Village, CA 91361 (310)956-8726	Oil / Fuel Supplier	OBE	N/A	\$34,000
Patriot Environmental Services 508 East E Street Los Angeles, CA (562) 436-2614	Environmental services	OBE	N/A	\$12,130

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Patriot Resources 110 W Louisiana Avenue # 500 Midland, TX 79701 (432) 686-9801	Well equipment supplier	OBE	N/A	\$1,352,533
Pensinger's Motor Homes 1770 Golden State Ave Bakersfield, CA 93301 (661) 325-5055	Temporary office/housing provider	OBE	N/A	\$28,000
PetroLog, Inc. P.O. Box 7028 Ventura, CA, 93006 (805) 642-2847	Well logging services	OBE	N/A	\$76,000
Petroleum Solids Control 1320 E Hill St Signal Hill, CA 90755 (562) 424-0254	Well fluid control products supplier	OBE	N/A	\$56,000
Phillips Steel 1368 W Anaheim St Long Beach, CA 90813 (562) 435-7571	Miscellaneous metals supplier	OBE	N/A	\$37,500

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Pinnacle Technologies 681 Lawlins Road Bay 140 Wyckoff, NJ 07481 (201) 891-7049	Well services provider	OBE	N/A	\$12,000
Postal Annex 5280 E Beverly Blvd Los Angeles, CA 90022 (323) 726-3100	Shipping services	OBE	N/A	\$56
Probe - Kuster 6824 N. Sam Houston Pkwy W. Houston, TX 77064 (281)987-2244	Well monitoring equipment vendor	OBE	N/A	\$284,436
Rain for Rent 1301 E Spring St Long Beach, CA 90806 (562) 595-7760	Rental equipment	OBE	N/A	\$60,000
Ray Lombra & Associates 5015 Eagle Rock Blvd Los Angeles, CA 90041 (323) 257-9771	Land surveying services	OBE	N/A	\$12,000

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Contact Person: <p style="text-align: center;">Jeff Couture</p>	Phone/Fax: <p style="text-align: center;">626-305-0400 / 626-305-0444 (fax)</p>

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
Reed Hycalog 7909 Parkwood Circle Dr. Houston, TX 77036 (713) 375-3700	Well logging/surveying services	OBE	N/A	\$32,000
Reliable Equipment Rental, Inc. 8331 Commonwealth Ave Buena Park, CA 90621 (714) 522-6440	Equipment rental and general engineering construction	OBE	N/A	\$300,000
Santa Clara Waste Water 815 Mission Rock Rd Santa Paula, CA 93060 (805) 647-9495	Waste disposal provider	OBE	N/A	\$2,400
Schlumberger Well Services 1350 F Burnett St Signal Hill, CA 90755 (562) 426-3329	Well services and support	OBE	N/A	\$680,000
Scientific Drilling 1100 Rankin Rd Houston, TX (281) 443-3300	Directional drilling services	OBE	N/A	\$32,000

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$ 33,070	0.057%
TOTAL WBE AMOUNT	\$ 0.00	0 %
TOTAL SBE AMOUNT	\$ 0.00	0 %
TOTAL EBE AMOUNT	\$ 0.00	0 %
TOTAL DVBE AMOUNT	\$ 0.00	0 %
TOTAL OBE AMOUNT	\$ 16,177,134	27.8%
BASE BID AMOUNT	\$ 58,220,507	



Signature of Person Completing this Form

Jeff Couture

Printed Name of Person Completing this Form

Facility Manager

Title

9/30/14

Date

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**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

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Smith Brothers Crane Rental Inc 16539 Broadway Center St Gardena, CA 90248 (310) 515-7368	Crane services	OBE	N/A	\$8,000
Soli-Bond Inc 4204 Armour Ave Bakersfield, CA 93308 (661) 631-1633	Well drilling fluid supplier	OBE	N/A	\$180,000
SOS Crane & Trucking 1135 Enos Ln Bakersfield, CA 93314 (661) 587-6120	Crane / trucking services	OBE	N/A	\$6,400
Spectrum Geophysics 20434 Corisco St Chatsworth, CA (818) 886-4500	Well analysis services	OBE	N/A	\$2,800
Superior Electric Motor Service 4623 Hampton St. Vernon, CA 90058 (323)583-1040	Electric Motor Sales/Service	OBE	N/A	\$60,909

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T & T Truck and Crane 1375 N Olive St Ste A, Ventura, CA 93001 (805) 648-3348	Trucking	OBE	N/A	\$32,000
The Regents of the University UCIrvine - Engineering Tower, Irvine, CA 92697 (949) 824-5527	Microbiological lab analysis services	OBE	N/A	\$7,500
Tiger Cased Hole Services Inc 2655 Saint Louis Avenue Signal Hill, CA 90755 (562) 426-4044	Well casing services	OBE	N/A	\$12,000
TMG Transportation Inc. 1516 Beechwood Ave, Fullerton, CA 92835 (714) 822-5438	Trucking	OBE	N/A	\$20,000
Traffic Solutions 260 N. San Antonio Rd, Santa Barbara, CA 93110 (805) 963-SAVE	Traffic control services	OBE	N/A	\$1,000

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Trench Plate Rental Co. 13217 Laurelale Ave Downey, CA 90242 (562) 602-1777	Construction products supplier	OBE	N/A	\$5,000
Tryad Service Corp. 5900 E Lerdo Hwy Shafter, CA 93263 (661) 399-2356	Well casing/tubing services	OBE	N/A	\$1,000
Tubular Inspection 1551 Windway Odessa, Texas +1 (432) 363- 2200	Well tubing inspection services	OBE	N/A	\$2,800
United Site Services of CA Irwindale, CA (800)-864-5387	Site temporary services provider	OBE	N/A	\$10,000
Variable Speed Solutions 16182 Gothard St Huntington Beach, CA 92647 (714) 847-5957	Electrical Motor Services	OBE	N/A	\$840

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Weatherford US., LP 3356 Lime Ave, Signal Hill, CA 90755 (562) 595-0931	Well equipment and services provider	OBE	N/A	\$120,711
Well Dynamics 445 Woodline Dr, Spring, TX 77386 (281) 681-8122	Well services provider	OBE	N/A	\$400,000
West Coast Casing LL 5412 Standard St, Bakersfield, CA 93308 (661) 325-0166	Well Casing /Tubing provider	OBE	N/A	\$3,400
Worldwide Equipment Rental 1924 Marshall St, Lubbock, TX 79415 (806) 747-3792	Well drilling equipment rental	OBE	N/A	\$17,250

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