

**MASTER AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF SAN JOSE AND
URS CORPORATION dba URS CORPORATION AMERICAS
FOR ENVIRONMENTAL SERVICES FOR VARIOUS CITY PROJECTS**

This AGREEMENT is made and entered into this ____ day of _____ 2011, by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter "CITY"), and URS CORPORATION, a Nevada corporation registered to do business in California as URS CORPORATION AMERICAS (hereinafter "CONSULTANT").

RECITALS

The purpose for which this AGREEMENT is made and all pertinent recitals are listed on EXHIBIT A, entitled "RECITALS", which is attached hereto and incorporated herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

CONSULTANT shall perform those services specified in detail in EXHIBIT B, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be from the date of execution through December 31, 2013, inclusive, subject to the provisions of Section 12 of this AGREEMENT.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of CONSULTANT are to be completed according to the schedule set out in EXHIBIT C, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

SECTION 4. COMPENSATION.

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00). The rate and schedule of payment is set out in EXHIBIT D, entitled "COMPENSATION", which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Each month, CONSULTANT shall furnish to the CITY, a statement of the services performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures. Such statement shall be sent to the following address:

The City of San José
Environmental Services Department
Attention: (Project Manager)
200 East Santa Clara Street, 10th Floor Tower
San José, CA 95113-1905

SECTION 6. INDEPENDENT CONTRACTOR.

It is understood and agreed that CONSULTANT, in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent contractor and not an agent or employee of CITY. As an independent contractor, CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONSULTANT's obligations hereunder, without the prior written consent of CITY. Any attempt by CONSULTANT to so assign this AGREEMENT or any rights, duties or obligations arising hereunder, shall be void and of no effect.

SECTION 8. SUBCONSULTANTS.

Notwithstanding Section 7 above, CONSULTANT may use the following subconsultants in performing the services under this AGREEMENT:

Torrent Laboratories
Clean Harbors
Environmental Control Associates, Inc.
Kellco-MACS

CONSULTANT shall be responsible for directing the services of the approved subconsultants and for payment of any compensation due. CITY assumes no responsibility whatsoever concerning subconsultant compensation.

CONSULTANT shall change or add subconsultants only with the prior written approval of CITY's Environmental Services Director or the Director's authorized designee.

SECTION 9. INDEMNIFICATION.

CONSULTANT shall defend, indemnify and hold harmless CITY against all claims, losses or liability that arise out of, pertain to, or relate to the negligence (active or passive), recklessness or willful misconduct of CONSULTANT. The acceptance of said services and duties by the CITY shall not operate as a waiver of such right of indemnification.

SECTION 10. INSURANCE REQUIREMENTS.

CONSULTANT agrees to have and maintain the policies set forth in EXHIBIT E, entitled "INSURANCE", which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the Director of Human Resources or the Director's authorized designee ("Risk Manager") as to form and content. These requirements are subject to amendment or waiver if so approved, in writing, by the Risk Manager. CONSULTANT agrees to provide the CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity,

disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

SECTION 12. TERMINATION.

CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days written notice of termination.

If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.

CITY's Director of Environmental Services ("Director") is empowered to terminate this AGREEMENT on behalf of CITY.

In the event of termination, CONSULTANT shall deliver to CITY, copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, CITY shall pay CONSULTANT for services performed and other reimbursable expenses incurred to the date of termination.

SECTION 13. GOVERNING LAW.

CITY and CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 14. COMPLIANCE WITH LAWS.

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

SECTION 15. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by CITY or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS.

All reports, documents, electronic equivalents or other materials developed or discovered by the CONSULTANT or any other person engaged, directly or indirectly, by

CONSULTANT to perform the services required hereunder, shall be and remain the property of the CITY without restriction or limitation upon their use.

SECTION 17. WAIVER.

CONSULTANT agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 18. ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY.

CONSULTANT agrees that, in the performance of this AGREEMENT, CONSULTANT shall perform its obligations under the AGREEMENT in conformance with City Council Policy 4-6, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the Policy can be found on the CITY's website at the following link: <http://www.sanjoseca.gov/esd/natural-energy-resources/epp.htm>

Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:

1. Use of recycled and/or recyclable products in daily operations (i.e. 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.).
2. Use of Energy Star Compliance equipment.
3. Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.).
4. Internal waste reduction and reuse protocol(s).
5. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etc.

SECTION 19. THE CONSULTANT'S BOOKS AND RECORDS.

CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.

CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.

Any records or documents required to be maintained pursuant to this AGREEMENT, shall be made available for inspection or audit at no cost to CITY, at any time during regular business hours, upon written request by the City Attorney, the City Auditor, the City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of CONSULTANT's business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest.

SECTION 20. CONFLICT OF INTEREST.

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT.

SECTION 21. GIFTS.

CONSULTANT is familiar with CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code.

CONSULTANT agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.

The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by the CONSULTANT. In addition to any other remedies CITY may have in law or equity, the CITY may terminate this AGREEMENT for such breach as provided in SECTION 12 of this AGREEMENT.

SECTION 22. DISQUALIFICATION OF FORMER EMPLOYEES.

CONSULTANT is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters that are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San José Municipal Code ("Revolving Door Ordinance"). CONSULTANT shall not utilize, either directly or indirectly, any officer, employee, or agent of the CONSULTANT to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

SECTION 23. SPECIAL PROVISIONS.

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT F, entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

SECTION 24. NOTICES.

All notices and other communications required or permitted under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CITY: City of San José
Environmental Services Department
200 East Santa Clara Street, 10th Floor
San José, CA 95113 – 1905
Attn: Environmental Compliance Program Manager

RD:MD1:RPH
2/3/2011

To CONSULTANT: URS Corporation
100 West San Fernando Street, Suite 200
San José, CA 95113
Attn: Bob Healy

All notices of a legal nature, including any claims against the CITY, its officers, or employees, shall also be served in the manner specified above to the following address:

The City of San José
Richard Doyle, City Attorney
200 E. Santa Clara St., 16th Floor Tower
San José, CA 95113-1905

A notice shall be deemed effective on the date of personal delivery or, if mailed, three (3) days after deposit in the mail.

SECTION 25. VENUE.

In the event that suit shall be brought by either party to this AGREEMENT, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

SECTION 26. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

MOLLIE DENT
Senior Deputy City Attorney

By _____
DEANNA SANTANA
Deputy City Manager
200 E. Santa Clara St., 17th Floor
San José, CA 95113-1905

“CONSULTANT”

URS CORPORATION, a Nevada corporation registered to do business in California as URS CORPORATION AMERICAS

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

Company address:
100 W. San Fernando St., Ste. 200
San José, CA 95113

Employer I.D.: _____

EXHIBIT A

RECITALS

WHEREAS, the CITY of SAN JOSE desires to obtain consultant services to provide environmental consulting for City projects.

WHEREAS, URS CORPORATION dba URS CORPORATION AMERICAS. has the necessary professional expertise and skill to perform the services required.

NOW, THEREFORE, the purpose of this AGREEMENT is to retain URS CORPORATION dba URS CORPORATION AMERICAS as CONSULTANT to CITY to perform those services specified in SECTION 1 of this AGREEMENT.

EXHIBIT B

SCOPE OF SERVICES

CONSULTANT shall provide to the CITY's Department of Environmental Services, environmental consulting services for various CITY projects.

CONSULTANT's services shall be provided as requested by the Director on an as-needed basis, as set forth in a specific Project Service Order. CONSULTANT shall provide general assistance on issues pertaining to CITY projects and shall prepare other environmental consultant services for Environmental Services as determined by the Director.

SECTION 1. GENERAL PROVISIONS.

- A. CONSULTANT shall perform all services to the satisfaction of the CITY's Director.
- B. All of the services furnished by CONSULTANT under this AGREEMENT shall be of the currently prevailing professional standards and quality which prevail among environmental consultant professionals of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances. All documentation prepared by CONSULTANT shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines which are in effect at the time such documentation is prepared.
- C. All work performed under this AGREEMENT shall be authorized by a specific Service Order (see Exhibit G for form of Service Order). Each Service Order given by CITY shall detail the nature of the specific services to be performed by CONSULTANT, the time limit within which such services must be completed and the compensation for such services. Such details shall include a description of the project for which CONSULTANT shall perform the services, the geographic limits of the project, the type and scope of services to be performed, the format and schedule for deliverables, the schedule of performance, and the schedule of compensation. CONSULTANT shall not perform any services unless authorized by a fully executed Service Order. Any unauthorized services performed by CONSULTANT shall be at no cost to the CITY.
- D. CONSULTANT shall begin work under the Service Order only after receipt of the Service Order bearing the approval signature of the Director or the Director's designee and the signature of the City Attorney approving the Service Order as

to form. Each authorized Service Order issued under this AGREEMENT by CITY shall be incorporated into the terms and conditions of this AGREEMENT.

- E. CITY will assign a Project Manager to facilitate each Service Order authorized under this AGREEMENT. CONSULTANT shall coordinate with the designated Project Manager on the performance of each Service Order.
- F. CONSULTANT shall be responsible for the coordination with CITY and federal, state and local agencies that are necessary for all services authorized under this AGREEMENT.

SECTION 2. BASIC SERVICES.

- A. CONSULTANT shall provide environmental consulting services for various CITY projects, as more particularly described in the authorized Service Order. The authorized Service Order may include any of the specific environmental tasks set forth below in Section 3. The authorized Service Order may also include any other environmental services described and agreed to be performed by CONSULTANT, including, but not limited to, the following:
 - 1. Input regarding environmental/land use compatibility issues during the initial evaluation of potential sites for the various CITY projects; and
 - 2. Preparation of the appropriate project-level analysis and documents for each improvement as necessary to comply with the CITY's environmental requirements, the requirements of the California Environmental Quality Act and its implementing regulations and guidelines, and/or the requirements of the National Environmental Policy Act and its implementing guidelines.
- B. In addition to any specific services (described below in Section 3) that CONSULTANT must provide as part of each authorized Service Order, CONSULTANT shall perform any other general environmental services specified in the authorized Service Order. The following shall apply to such general services:
 - 1. CONSULTANT shall be responsible for providing thorough environmental consulting services in compliance with all applicable federal, state, and local regulations. All environmental work shall be conducted in conformance with applicable California state law.
 - 2. CONSULTANT shall meet with the Project Manager at the CITY offices to discuss the project details. CONSULTANT shall be made aware of the project description, location, schedule of deliverables, and requirements. CONSULTANT and CITY shall agree on the terms of the Service Order,

- including the specific tasks to be performed, the schedule for deliverables, and compensation.
3. After approval of Service Order and upon receipt of an authorized Service Order, CONSULTANT shall visit project site to note existing conditions, collect data, locate utilities, and familiarize himself/herself with the surrounding area. CONSULTANT shall make note of any issues that may need to be addressed in fulfilling the service request.
 4. CONSULTANT shall cooperate and communicate with CITY staff, project design firms, utility and regulatory agencies, and others who are involved with the CITY project, on an as-needed basis, to perform a comprehensive service. CONSULTANT shall perform their work in their offices.
 5. CONSULTANT shall perform service in accordance with the specific requirements and tasks stated in the Service Order.
 6. **Project Record** - CONSULTANT shall develop and maintain a detailed record of the chronology of the project tasks and milestones completed that are decisive, conclusive or relevant to the outcome of each Project. CONSULTANT shall submit a copy of the Project Record to the Project Manager prior to final payment for services performed on the Project. The Record shall be submitted in both paper and electronic format.
 7. **Project Documents** - Aside from deliverables specified in the Service Order, and before the conclusion of the Project and final payment for services performed on the Project, CONSULTANT shall submit to the Project Manager a copy of all project documents that are decisive, conclusive or relevant to the outcome of the Project. Such documents may include, without limitation, electronic files of all drawings and specifications, reports and studies, calculations, utility applications and permits, records of meetings, and communication documents. Documents shall be submitted in both paper and electronic format as available.

SECTION 3. SPECIFIC ENVIRONMENTAL SERVICES.

- A. In addition to any other environmental services contained in the authorized Service Order, the Service Order may incorporate any of the services set forth below in this Section 3 by simply identifying the particular Task, in which case the Task is considered to have been incorporated into the authorized Service Order and CONSULTANT shall perform the Task as set forth herein.
- B. Tasks: Listed below are the Tasks which may be included in the Service Order.

Task 1 – Phase I Environmental Site Assessment

CONSULTANT shall perform a Phase I Environmental Site Assessment to identify potential presence of hazardous substances and soil or groundwater contamination on the Project site. CONSULTANT shall perform the Phase I Environmental Site Assessment per the most current ASTM (American Society for Testing Materials) guidelines applicable to such assessments and the CITY's requirements.

CONSULTANT shall submit one draft of the report to the CITY and then a final report (one hard copy and one electronic copy) that incorporates and responds to any comments made by the CITY on the draft report.

Task 2 – Phase II Environmental Site Assessments

CONSULTANT shall perform a Phase II Environmental Site Assessment on the Project site. CONSULTANT shall perform the Phase II Environmental Site Assessment per the most current ASTM guidelines applicable to such assessments and the CITY's requirements.

CONSULTANT shall submit one draft of the report to the CITY and then a final report (one hard copy and one electronic copy) that incorporates and responds to any comments made by the CITY on the draft report.

Task 3 – Leaking Underground Fuel Leak Investigations

CONSULTANT shall assist the CITY in performing leaking underground storage tank (LUST) investigations at Project Site. The work performed will typically consist of, but may not be limited to: soil and groundwater investigations and remediation, regulatory interaction, routine groundwater monitoring, well closures, tank removals and other associated work to maintain the Project site in compliance with local and state regulators.

When a written deliverable is part of the work, CONSULTANT shall submit one draft of the deliverable to the CITY and then a final deliverable (one hard copy and one electronic copy) that incorporates and responds to any comments made by the CITY.

Task 4 – Health Risk Assessments

CONSULTANT shall prepare a site-specific Health Risk Assessment that will address potential human health impacts to the future users of the Project arising from the presence of the hazardous material found at the Project site. The Health

Risk Assessment (“HRA”) will be prepared by a toxicologist. The HRA will consider compound concentrations, transport and fate of compounds, exposure pathways, and property use. The HRA may involve the following steps:

- The selection of chemicals of concern/Hazard Identification
- Does Response assessment
- Exposure assessment
- Risk characterization

When a written deliverable is part of the work, CONSULTANT shall submit one draft of the deliverable to the CITY and then a final deliverable (one hard copy and one electronic copy) that incorporates and responds to any comments made by the CITY.

Task 5 – Asbestos and Lead-Based Paint Surveys

CONSULTANT shall perform asbestos and lead-based paint surveys following the standard environmental practices and regulations of local, state and federal environmental regulatory agencies (e.g. NESHAPs). The interaction may consist of preparing letters, reports and work plans, phone calls and/or attending meetings.

When a written deliverable is part of the work, CONSULTANT shall submit one draft of the deliverable to the CITY and then a final deliverable (one hard copy and one electronic copy) that incorporates and responds to any comments made by the CITY.

Task 6 – Remedial Design and Feasibility Studies for Contaminated Properties

CONSULTANT shall prepare remedial design and feasibility studies for contaminated properties. The Project site may contain soil, soil gas and/or groundwater contamination. The work shall be performed following standard environmental practices.

When a written deliverable is part of the work, CONSULTANT shall submit one draft of the deliverable to CITY and then a final deliverable (one hard copy and one electronic copy) that incorporates and responds to any comments made by the CITY.

Task 7 – Air Quality Studies

CONSULTANT shall perform air quality studies at Project site following standard environmental practices and meeting the requirements of local, state and federal regulatory as directed by the CITY.

When a written deliverable is part of the work, CONSULTANT shall submit one draft of the deliverable to the CITY and then a final deliverable (one hard copy and one electronic copy) that incorporates and responds to any comments made by the CITY.

Task 8 – Miscellaneous Environmental Consulting Support

CONSULTANT shall perform various environmental tasks on an as-needed basis as directed by the CITY. The work is expected to be routine environmental consulting tasks that may include, but not be limited to: reviewing other consultants' work, preparing engineering cost estimates, assisting CITY in characterization and off-site disposal of hazardous and non-hazardous soil and groundwater, locating underground structures and other general environmental tasks.

EXHIBIT C

SCHEDULE OF PERFORMANCE

All work under this AGREEMENT shall be completed on or before December 31, 2013. Work shall be initiated on an as-needed basis at the request of CITY, and work shall be performed pursuant to details defined in each specific Service Order, as set forth in EXHIBIT B of this AGREEMENT.

At the discretion of CITY, the term of this AGREEMENT may be extended up to six (6) months in order to complete specific project work that is authorized by Service Order issued prior to December 1, 2013. Extension of the term of the AGREEMENT shall be accomplished only by written authorization by the Director of Environmental Services Department or the Director's designee, and only in the event that no other provision of this AGREEMENT is modified.

EXHIBIT D
COMPENSATION

Section 1. Maximum Compensation for Master Agreement.

Maximum Amount: The maximum amount of compensation CITY will pay to CONSULTANT under this Master Agreement, including both payment for professional services and reimbursable expenses, shall not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00). Any hours worked for which payment would result in a total exceeding this maximum amount shall be at no cost to the CITY.

Manner of Payment: Each Service Order will set forth whether the CITY will pay CONSULTANT for work performed under such Service Order on a lump sum basis or on a "time and materials" basis. Section 2 of this Exhibit applies to each Service Order where CITY will pay CONSULTANT a lump sum for the work performed. Section 3 of this Exhibit applies to all Service Orders where CITY will pay the CONSULTANT on an hourly basis for the work performed.

Section 2. Lump Sum Payment.

- 2.1 **Lump Sum Amount:** The Service Order shall specify the lump sum amount the CITY will pay CONSULTANT for performing the required work. The lump sum amount compensates CONSULTANT for all its costs necessary to complete the work, including professional services and reimbursable expenses. CONSULTANT shall complete all work set forth in the Service Order for the lump sum amount.
- 2.2 **Progress Payments:** The Service Order may provide for CITY to pay the lump sum amount by making progress payments. Under such circumstances, the Service Order shall specify appropriate milestones and the amount payable upon successful completion of each milestone. Upon completion of a milestone to the Director's satisfaction, the CONSULTANT shall invoice CITY for the appropriate progress payment. CITY will make the appropriate progress payment to CONSULTANT within thirty-(30) days of the Director's approval of the CONSULTANT's invoice.
- 2.3 **Lump-Sum Payment:** If the Service Order does not provide for CITY to make progress payments, then CITY shall make a single, lump-sum payment to the CONSULTANT upon completion of all the work to the Director's satisfaction. Upon completion of the work to the Director's satisfaction, CONSULTANT shall invoice CITY for the lump-sum amount. CITY shall pay the lump-sum amount within thirty-(30) days of the Director's approval of CONSULTANT's invoice.

Section 3. Payment on an Hourly Basis.

- 3.1 **Maximum Compensation:** The Service Order shall specify the maximum amount of compensation for the work, including both payment for professional services and reimbursable expenses. CONSULTANT shall complete all work it is required to perform under the Service Order for no more than the specified maximum amount. Any hours worked for which payment would result in a total exceeding this maximum amount shall be at no cost to the CITY.
- 3.2 **Budget:** If the Service Order itemizes budget amounts for any phase or category of work, then CONSULTANT shall not exceed such itemized amount without the Director's prior written authorization. Director may approve, in writing, transfers of budget amounts between any of the phases or categories of work listed in the Service Order, provided the aggregate total compensation does not exceed the maximum compensation.
- 3.3 **Hourly Rates:** CITY will compensate CONSULTANT at the hourly rates in Exhibit D.1 of this Master Agreement. Notwithstanding anything to the contrary, these hourly rates are valid for the term of this Master Agreement unless changed by written amendment.
- 3.4 **Reimbursable Expenses:** CITY will reimburse for expenses subject to the following:

Each Service Order will specify the maximum amount of expenses for which CITY will reimburse CONSULTANT. CITY will reimburse expenses at actual cost plus fifteen (15%) percent. Any expense CONSULTANT incurs beyond the specified amount is at no cost to CITY.

The following expenses are reimbursable to the extent CONSULTANT documents to Director's satisfaction that they were incurred in performing the work required by the Service Order:

- (a) the cost of mailing, shipping and/or delivery of documents or products to CITY.
 - (b) the cost of photographing, reproducing and/or copying.
 - (c) the cost of the subconsultant provided the Director has preapproved, in writing, the use and cost of the subconsultant.
 - (d) telephone and fax charges.
 - (e) the rental of any specialized equipment to the extent the Director has preapproved, in writing, the cost of such rental.
 - (f) any other expenses expressly identified in the Service Order as reimbursable. No other expenses are reimbursable unless the Director has preapproved, in writing, such expense.
- 3.5 **Invoice:** Every month the CONSULTANT shall invoice CITY for work performed during the immediately previous month. The monthly invoice shall set forth the

relevant invoice period, a detailed description of the work completed, the number of hours worked and the applicable hourly rates, a detailed description of the reimbursable expenses incurred and the amount of such expenses, and documents supporting the reimbursable expenses. The invoice shall also show the total to be paid for the invoice period, the aggregate amounts of payments received to date under the Service Order and the balance of maximum compensation for remaining work on the Service Order.

EXHIBIT D.1

SCHEDULE OF CHARGES

**EXHIBIT 1
URS CORPORATION - SAN JOSE OPERATIONS
FY 2011-2013 SCHEDULE OF FEES AND CHARGES
CITY OF SAN JOSE'S ENVIRONMENTAL ASSESSMENT, INVESTIGATION &
COMPLIANCE SERVICES**

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the Unit Price Hourly Rates set forth below for the labor classifications indicated.

Labor Classification	Hourly Rates
Clerk*	\$72
Technical Typist/Word Processor*	87
Technician*	97
Drafter/Illustrator/Editor*	108
Assistant Staff Professional/Technician*	108
Contract Administrator	113
Senior Drafter/Illustrator*	118
Senior Technician/Lab/Field Supervisor*	123
Staff Professional	133
Senior Staff Professional	149
Assistant Project Professional	164
Project Professional	179
Senior Project Professional	200
Consulting Professional	205
Senior Consulting Professional	215
Principal/Senior Principal Professional	246

Charges for contract personnel under URS supervision and using URS facilities will be made according to the hourly rate corresponding to their classification. When staffs are performing fieldwork on projects, a minimum daily charge of 4 hours will apply.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight hourly rate. Overtime by non-exempt personnel (classifications identified by an asterisk "**") will be charged at 1.3 times the above hourly rates.

URS LABORATORY SERVICES

The charges for laboratory testing performed at URS facilities set forth in the Schedule of URS Laboratory Testing Charges.

OTHER PROJECT CHARGES

Document Reproduction

In-house reproduction will be charged a \$0.10 per page for black and white, and \$1.00 per page for color.

Specialized Equipment

The use of specialized URS equipment (including cellular phones) will be the fixed rental rates consistent with prevailing market rates.

Vehicles and Mileage

The mileage charges for personal vehicles used on project assignments will be the then current mileage rate established by the Internal Revenue Service.

URS owned vehicles used on project assignments will be charged at \$90 per day, with a minimum charge of one-half day.



**ENVIRONMENTAL
CONTROL
ASSOCIATES, INC.**

ECA Geoprobe & Drilling Rig Rate Schedule

5400 and 5410 Rigs	\$2,000/8 –hr day	\$1,100/4-hr half day
54 LT Track Rig	\$2,300/day	\$1,200/half day
420 M Extreme Limited Access	\$2,500/day	\$1,300/half day
6600 Dual Wall Truck Rig	\$2,500/day	\$1,300/half day
A-400 Ingersol Rand Augur Rig	\$2,700/day	
Geoprobe and Drilling Rig Overtime Costs		\$225.00/hr
Extra Drilling Crew per man		\$80.00/hour

Mobilization/Demob./Job Prep 5400 and 5410 rigs	\$100/hour
Mobilization/Demob./Job Prep 54 LT, 420 M, and 6600 rigs	\$125/hour
Mobilization/Demob./Job Prep A-400	\$250/hr
Per Diem	(\$150/man/day)

Dual Wall Liners \$6.50/ea

Temp. ¾ or 1-inch PVC casing materials

5' slotted casing	\$22.50 ea
5' blank casing	\$12.50 ea

Geoprobe expendables including: neat cement grout, tremie pipe, peristaltic pump, tubing, concrete and asphalt patch materials, decontamination materials, drive shoes, macrocore liners, Teflon tape, end caps, drums are cost + 15%

Streamclear/Decontamination Rack	\$175.00/day
1-Ton Support Truck & Trailer	\$200.00/day

APTOS OFFICE: 3011 Twin Palms Drive • Aptos, CA 95003 • (831) 662-8178 • (831) 662-8179 Fax
TAHOE CITY OFFICE: P.O Box 52 • Tahoe City, CA 96145 • (530) 581-0380 • (530) 581-0389 Fax



A Creative Joint Venture For Better Environmental Solutions

Schedule of Rates

SERVICES		
Description	Price	Unit
<i>Rates are based on normal business hours with a 4 hour billing minimum. Premium rates may apply for evenings, weekends, holidays, overtime</i>		
Principal Consulting	\$150.00	Hr
Certified Industrial Hygienist (portal to portal)	\$175.00	Hr
Certified Asbestos Consultant/Inspector	\$120.00	Hr
DHS Lead Certified Consultant/Inspector	\$120.00	Hr
Site Surveillance Technician	\$120.00	Hr
CA Certified Engineering Geologist	\$185.00	Hr
Ph.D. Toxicologist	\$185.00	Hr
Mold Consultant/Inspector	\$120.00	Hr
Phase I Site Assessor	\$200.00	Hr
Phase II Site Assessor	\$200.00	Hr
Risk Assessor	\$175.00	Hr
Building Surveys	\$120.00	Hr
Project Management	\$125.00	Hr
Air Monitoring	\$120.00	Hr
Abatement Supervisors	\$120.00	Hr
Fault Studies (seismic)	\$145.00	Hr
Seismic Hazard Studies	\$145.00	Hr
Noise Pollution Inspection	\$145.00	Hr
Landslide Assessor	\$145.00	Hr
Radon inspection/Testing, single unit (additional units \$100 ea)	\$850.00	Ea
XRF inspection (Team price for 2 persons)	\$240.00	Hr
Long Specification, new (no prior specs exist)	\$1,500.00	Ea
Specification, revision (pre-existing spec from client)	\$600.00	Ea
O&M Plans	\$120.00	Hr
Report Generation	\$150.00	Hr
Clerical	\$35.00	Hr

California: 3137 Diablo Avenue • Hayward, CA 94545-2701 • (510) 786-9751 • fax (510) 786-9625
 Nevada: 1000 Bible Way # 54 • Reno, NV 89502 • (775) 323-5288 • fax (775) 323-3385
<http://www.kellcomacs.com> email: mailbox3137@kellcomacs.com



**Field Services Base Rates / URS
Labor**

	UoM	Price
Field Personnel		
Field Technician	HR	\$49.00
Senior Technician	HR	\$55.00
Foreman	HR	\$63.00
Equipment Operator	HR	\$61.00
Supervisor	HR	\$87.00
Project Manager	HR	\$105.00
Chemist	HR	\$80.00
Lead Chemist	HR	\$101.00
Site Safety Officer	HR	\$120.00
Technical Personnel		
Associate Engineer	HR	\$79.00
Designer	HR	\$89.00
Field Engineer/Scientist/Geologist	HR	\$89.00
Field Inspector	HR	\$68.00
Mechanic	HR	\$86.00
Professional Engineer/LSP	HR	\$126.00
Senior Engineer/Scientist/Geologist	HR	\$100.00
Senior Mechanical Technician	HR	\$78.00
Wastewater Treatment Operator	HR	\$91.00
Welder	HR	\$86.00
Administrative/Managerial Personnel		
Coordinator	HR	\$110.00
General Manager	HR	\$144.00
On Site Administration	HR	\$58.00
Major Event "Strike Team"		
Strike Team Admin/Coordinator	HR	\$142.00
Strike Team Logistics/Procurement	HR	\$105.00
Strike Team Leader	HR	\$209.00
Strike Team Operations Manager	HR	\$147.00
Per Diem	DAY	\$205.00

Customer Initials _____

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**Field Services Base Rates / URS
Equipment**

	UoM	Price
Earth Moving Equipment		
Backhoe Loader, 1 Yard Bucket	HR	\$79.00
Fork Attachment for Bobcat Loader	DAY	\$58.00
Bobcat Loader/Mini Excavator	HR	\$78.00
Sweeper Attachment for Bobcat Loader	DAY	\$142.00
Bulldozer 6-13 ton	DAY	\$680.00
Excavator	HR	\$100.00
Loader, 3 Yard Bucket	HR	\$77.00
Electric Power Tools		
1/2in Drill, Electric	DAY	\$43.00
Circular Saw, Electric	DAY	\$60.00
Mercury Vacuum	DAY	\$206.00
Reciprocating Saw (Sawzall), Electric	DAY	\$79.00
Wet Vacuum (Shop Vac)	DAY	\$43.00
Field Analytical		
4 Gas/5 Gas Meter	DAY	\$178.00
Bailer & Sampling Equipment	DAY	\$60.00
Draeger Air Monitoring Pump	DAY	\$79.00
Explosion/Oxygen Meter	DAY	\$126.00
Geiger Counter Meter	DAY	\$157.00
Geoprobe	DAY	\$228.00
Hydrogen Cyanide Meter	DAY	\$130.00
Hydrostatic Tester	DAY	\$115.00
Interface Probe	DAY	\$126.00
Lumex RA915+ Mercury Vapor Analyzer	DAY	\$513.00
Mercury Vapor Analyzer	DAY	\$262.00
Particulate Meter, Mini Ram or equivalent	DAY	\$126.00
Personal Air Pump Meter	DAY	\$60.00
pH Meter	DAY	\$60.00
PID Meter	DAY	\$126.00
Well Purging/Sampling Pump	DAY	\$60.00
Gas Powered Tools		
Brush Cutter/Power Broom	DAY	\$122.00
Chain Saw	DAY	\$122.00
Cutoff Saw (Demo)	DAY	\$131.00
Light Duty Truck/Response Equipment		
Emergency Response Van	HR	\$84.00
Pickup/Van/Car/Crew Cab	HR	\$21.00
Spill Trailer	DAY	\$195.00
Stake Body/Utility Truck	HR	\$37.00
Utility Drum Trailer/Boom Trailer	DAY	\$195.00

Customer Initials _____

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**Field Services Base Rates / URS
Equipment**

	UoM	Price
Heavy Duty Trucks		
Box Truck, 10 Wheel	HR	\$68.00
Box Truck (6 Wheel)	HR	\$68.00
Heavy Duty Liftgate Truck	HR	\$70.00
Dump Truck, 10 Wheel	HR	\$83.00
Tractor Only, No Trailer	HR	\$63.00
Tractor w/Box Van	HR	\$82.00
Tractor w/Flatbed/Lowbed	HR	\$84.00
Tractor w/Dump Trailer	HR	\$88.00
Tractor w/Rolloff Trailer	HR	\$84.00
High Powered Vacuum Truck/Cusco	HR	\$114.00
Skid Mounted Vacuum System	HR	\$52.00
5800cfm Air Mover/Guzzler	HR	\$114.00
Tractor w/Liquid Transporter	HR	\$74.00
Vactor w/Cyclone	HR	\$130.00
Vactor w/HEPA Filter	HR	\$125.00
Vactor w/High Rail	HR	\$145.00
Tractor w/Vacuum Trailer	HR	\$84.00
Vacuum Truck, Straight	HR	\$64.00

**** Decontamination of Vacuumed Trucks, Vactors, Cuscos, Trailers, etc. not included
Some may require personnel entry, some may be deconned at a local truck wash.**

Hoses/Pipe		
2in Cross Link Poly Chem Hose, 25ft	DAY	\$37.00
3in Cross Link Poly Chem Hose, 25 ft	DAY	\$51.00
4in Cross Link Poly Chem Hose, 25ft	DAY	\$67.00
4in Flex Hose	FT	\$2.75
6in Flex Hose	FT	\$3.50
4in Lay Flat Hose, 25ft	DAY	\$60.00
6in Lay Flat Hose, 25ft	DAY	\$79.00
2in Oil Suction Hose, 25ft	DAY	\$31.00
3in Oil Suction Hose, 25ft	DAY	\$42.00
4in Oil Suction Hose, 25ft	DAY	\$60.00
6in Oil Suction Hose, 25ft	DAY	\$87.00
Wash Hose, 1/2in x 50ft	DAY	\$17.00

Pneumatic Power Tools		
3/4in Drill, Rotary Hammer	DAY	\$91.00
Jackhammer, 40Lb	DAY	\$65.00
Jackhammer, 60Lb	DAY	\$82.00
Jackhammer, 90Lb	DAY	\$98.00
Pneumatic Chipping Gun	DAY	\$105.00
Steel Nibbler, Pneumatic	DAY	\$131.00

Customer Initials _____

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**Field Services Base Rates / URS
Equipment**

	UoM	Price
Marine Response Equipment		
Power Workboat, 12-14ft	DAY	\$298.00
Power Workboat, 15-17ft	DAY	\$356.00
Power Workboat, 17-22ft	DAY	\$596.00
Power Workboat, 23-30ft	DAY	\$627.00
Power Workboat, 23ft-30ft, Twin Engine	DAY	\$857.00
Power Barge Boat, 26ft-30ft, Twin Engine	DAY	\$689.00
Boat/Workskiff without Motor	DAY	\$142.00
OSRV (Marco/JBF or Equivalent) 28-30ft	DAY	\$5,275.00
Rigid Hull Inflatable (RIB) (18ft-22ft)	DAY	\$785.00
Landing Craft (LCM) (26ft-28ft) Twin Engine	DAY	\$850.00
Underwater ROV	DAY	\$1,255.00
10 inch Swamp Boom per foot per day	FT	\$1.78
18in Containment Boom per Foot per Day	FT	\$1.99
24in Containment Boom per Day	FT	\$2.57
36in Containment Boom per Day	FT	\$2.88
Drum Skimmer (24in-36in)	DAY	\$627.00
1 inch Belt Skimmer	MO	\$569.00
Rotating Skimmer Unit	DAY	\$816.00
Skimmer, Duck Bill	DAY	\$28.00
Skim Pack	DAY	\$162.00
Weir Skimmer Unit	DAY	\$173.00
Hydraulic Power Pack	DAY	\$220.00
PFD Survival Suit	DAY	\$79.00
PFD Work Vest Rental	DAY	\$26.00
OSRV Belt Drive Replacement	EA	\$1,302.00
OSRV belt-light oil pads (Set of 4)	EA	\$758.00
**** Vessel costs include first tank of fuel only ****		
* Cost of Decontamination of Marine Response Equipment not included.		
* Replacement Skimming Belts will be priced on request as needed.		
Pressure Washing Equipment		
1000psi Pressure Washer	DAY	\$100.00
2000psi Pressure Washer	DAY	\$109.00
2500psi Hot Water Pressure Washer	DAY	\$341.00
2500psi Pressure Washer	DAY	\$118.00
3000psi Hot Water Pressure Washer	DAY	\$376.00
2D/Automated Nozzle For Use With a Water Blaster	HR	\$65.00
3D/Automated Nozzle For Use With a Water Blaster	HR	\$81.00
Water Blaster, 30gpm/10,000psi	HR	\$71.00
Water Blaster, 20,000psi	HR	\$136.00
Water Blaster, 40,000psi	HR	\$165.00
Water Blaster 80gpm/10,000psi	HR	\$162.00
Respiratory Protection		
2 Man Breathing System	DAY	\$288.00
4 Man Breathing System	DAY	\$366.00
Breathing Air Hose, 100ft	DAY	\$105.00
Air Breathing Machine	DAY	\$341.00
Negative Air Machine (Blower w/ HEPA filter)	DAY	\$262.00
Respirator, Full Face	DAY	\$32.00
Self Contained Breathing Apparatus (SCBA)	DAY	\$262.00

Customer Initials _____

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**Field Services Base Rates / URS
Equipment**

	UoM	Price
Pumping/Transferring Pumps		
1in Double Diaphragm Pump	DAY	\$97.00
2in Centrifugal Pump	DAY	\$110.00
2in Chemical Diaphragm Pump	DAY	\$182.00
2in Double Diaphragm Pump	DAY	\$137.00
2in Electric Submersible Pump	DAY	\$86.00
2in Hale Pump	DAY	\$109.00
3in Chemical Diaphragm Pump	DAY	\$201.00
3in Diesel Lister Pump	DAY	\$154.00
3in Double Diaphragm Pump	DAY	\$154.00
3in Electrical Submersible Pump	DAY	\$109.00
4in Centrifugal Pump	DAY	\$154.00
4in Double Diaphragm Pump	DAY	\$212.00
4in Electric Submersible Pump	DAY	\$159.00
4in Trash Pump	DAY	\$285.00
4in Hydraulic Transfer Pump	HR	\$35.00
6in Hydraulic Sludge Pump with Power Pack	DAY	\$542.00
6in Hydraulic Transfer Pump	HR	\$262.00
Drum Loader	DAY	\$172.00
Electric Drum Pump	DAY	\$109.00
Hand Pump	DAY	\$35.00
Drum Vacuum, Pneumatic	HR	\$32.00
Site Support		
150,000 BTU Portable Heater	DAY	\$272.00
2,000 - 2,900 Gal Poly Storage Tank	DAY	\$79.00
Frac Tank, Double Walled	DAY	\$194.00
20,000 Gal Frac Tank	DAY	\$162.00
3,000 - 3,900 Gal Steel Storage Tank	DAY	\$27.00
300 - 500 Gal Poly Storage Tank	DAY	\$42.00
4,000 - 6,000 Gal Poly Storage Tank	DAY	\$96.00
4000 Watt Generator	DAY	\$139.00
Air Compressor, 8/10cfm	DAY	\$121.00
Air Compressor, 175cfm	DAY	\$272.00
Vehicle ATV, 4X4 or 4X6	DAY	\$366.00
Skid Mounted Liquid Phase Carbon System (10GPM)	DAY	\$68.00
Carbon Filter System	DAY	\$249.00
Decontamination Trailer	DAY	\$183.00
Dewatering Box	DAY	\$172.00
Dump Trailer, No Tractor Staged on Site	DAY	\$74.00
Eyewash Station	DAY	\$53.00
Generator, 5K	DAY	\$157.00
Generator, 8K	DAY	\$183.00
Generator, 12K	DAY	\$162.00
15 Gal HEPA Vacuum	DAY	\$172.00
Incident Command Unit	DAY	\$1,568.00
Hopper	DAY	\$4.30
Intermodel Container	DAY	\$32.00
Intrinsically Safe Drop Light	DAY	\$105.00

Customer Initials _____

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**Field Services Base Rates / URS
Equipment**

Site Support	UoM	Price
Light Stand	DAY	\$105.00
Light Tower w/Generator	DAY	\$523.00
Office Trailer	DAY	\$115.00
Portable Boiler	DAY	\$910.00
Rolloff Container with Tarp & Bows	DAY	\$20.00
Secondary Containment Unit	DAY	\$41.00
Halogen Spotlight	DAY	\$105.00
Tank Trailer/Transporter, No Tractor (For Storage Only)	DAY	\$455.00
Vacuum Box, Watertight	DAY	\$115.00
On-site Van Trailer (Tractor not included)	DAY	\$201.00
** Spotting fee, Liners, Cleaning of Unit not included		
Specialty Equipment		
Antiviral Disinfectant Fogger	DAY	\$175.00
Cutting Torch/Acetylene Torch	DAY	\$120.00
Electric Auger	DAY	\$74.00
Auger, Manual	DAY	\$65.00
Chemical Cleaning Unit	HR	\$115.00
Compactor	DAY	\$65.00
Walk Behind Concrete Saw	DAY	\$228.00
Confined Space Entry Gear	DAY	\$364.00
DBI/Rogloss Tripod	DAY	\$65.00
Digital Camera	DAY	\$86.00
Drum Crusher, Portable	DAY	\$455.00
Drum Tilter, Mechanical	DAY	\$172.00
Electric Blower	DAY	\$87.00
Fiber Optic Camera	HR	\$58.00
Fiber Optic Camera Truck	HR	\$149.00
Forklift, 2000lb Capacity	DAY	\$418.00
Plasma Cutting TORCH	DAY	\$237.00
Pneumatic Fan Blower	DAY	\$87.00
Remote Drum Opener, Pneumatic	DAY	\$1,192.00
Sand Blaster and Hose	HR	\$29.00
Transit Set	DAY	\$125.00

Customer Initials _____

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**Field Services Base Rates / URS
Materials**

	UoM	Price
Personal Protective Equipment (Per person per change out)		
Level A w/ResponderPlus Suit/Changeout	EA	\$950.00
Level A w/Responder Suit/Changeout	EA	\$750.00
Level B w/CPF2 or Polytyvec/Changeout	EA	\$200.00
Level B w/CPF3 or Saranex Suit/Changeout	EA	\$250.00
Level B w/CPF4 or Barricade Suit/Changeout	EA	\$300.00
Level C w/CPF1,2 or Polytyvec/Changeout	EA	\$60.00
Level C w/CPF4 or Barricade Suit/Changeout	EA	\$120.00
Level C w/CPF3 or Saranex Suit/Changeout	EA	\$75.00
Modified Level D (Tyvec, Gloves and Boots)	EA	\$30.00
Communication Device for use with EPA Level A PPE	DAY	\$160.00
Chemical Protective Garments		
Kappler CPF1 Suit (Blue)	EA	\$34.00
Kappler CPF2 Suit (Grey)	EA	\$56.00
Kappler CPF2 Suit w/Strapped Seams (Grey)	EA	\$94.00
Kappler CPF3 Suit w/Hood & Boots (Tan)	EA	\$127.00
Kappler CPF3 Suit w/Hood & Strapped Seams (Tan)	EA	\$160.00
Kappler CPF4 Suit w/Hood & Boots (Green)	EA	\$132.00
Chemrel Suit, Level C	EA	\$80.00
Nomex Suit and Hood	EA	\$55.00
Polycoated Rain Gear, 22mil	EA	\$18.00
Tyvec, Polycoat HD/BT	EA	\$18.00
Tyvec, Saranex	EA	\$57.00
Tyvec, White	EA	\$22.00
Hand Protection		
12in PVC Gloves	PAIR	\$11.00
14in Neoprene Gloves	PAIR	\$13.00
14in Nitrile Gloves	PAIR	\$13.00
18in PVC Gloves	PAIR	\$12.10
Cotton Winter Glove Liners	PAIR	\$6.00
Cut Resistant Gloves	PAIR	\$29.00
Latex Gloves	PAIR	\$6.30
Leather Gloves	PAIR	\$8.00
Puncture Resistant Gloves	PAIR	\$34.00
Silver Shield Gloves	PAIR	\$34.00
Foot Protection		
Non Steel Toe Chest Waders - Purchased	PAIR	\$225.00
Disposable Boot Covers (Chicken Boots)	PAIR	\$12.50
Head / Facial Protection		
16oz Eyewash	EA	\$22.00
Earplugs	PAIR	\$1.92
Face/Splash Shield	EA	\$22.00
First Aid Kit, 25 Person	EA	\$83.00
Respiratory Protection		
Acid Cartridges	PAIR	\$29.00
Asbestos Cartridges	PAIR	\$30.00
Chlorine Cartridges	PAIR	\$29.00
Mercury Cartridges	PAIR	\$54.00
MSA Chemical Cartridge	EA	\$30.00
Organic Vapor Cartridges (No Dust)	PAIR	\$29.00
Organic Vapor/Dust Combination Cartridges	PAIR	\$51.00

Customer Initials _____

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**Field Services Base Rates / URS
Materials**

	UoM	Price
DOT Shipping Containers		
5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	\$29.00
5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	EA	\$34.00
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	\$22.00
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA	\$34.00
5.5 Gal / 20 L Steel Drum 1A2/Y23/S	EA	\$22.00
10 Gal / 40 Litre Fiber Drum	EA	\$40.00
15 Gal / 60 Litre Poly Drum 1H1/Y1.8/100	EA	\$71.00
16 Gal / 70 L Closed Poly Drum	EA	\$61.00
16 Gal / 70 L Poly Drum 1H2/Y56/S	EA	\$64.00
16 Gal Fiber Drum	EA	\$29.00
20 Gal / 80 Litre Fiber Drum	EA	\$34.00
20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA	\$100.00
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	\$78.00
30 Gal / 120 Litre Closed Steel Drum, New 1A2/Y1.6/200	EA	\$94.00
30 Gal / 120 Litre Closed Steel Drum, Reconded 1A1/Y1.4/100	EA	\$89.00
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA	\$51.00
30 Gal / 120 Litre Poly Drum 1H2/Y142/S	EA	\$84.00
30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA	\$111.00
30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	EA	\$80.00
55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA	\$44.00
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	\$66.00
55 Gal / 205 L Stainless Steel Drum, Reconditioned	EA	\$252.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA	\$100.00
55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled	EA	\$98.00
55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA	\$97.00
55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA	\$56.00
55 Gal / 205 Litre Poly Drum 1H2/Y237/S	EA	\$149.00
55 Gal / 205 Litre Steel Drum Heavy Gauge 1A2/1.5/100 (17-C)	EA	\$137.00
55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	EA	\$110.00
55 Gal/205 Litre Steel Drum Poly Line 6HA1/X1.5/280 (6D/37M)	EA	\$187.00
85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA	\$230.00
85 Gal / 320 Litre Steel Drum, Recycled 1A2/X400/S	EA	\$195.00
110 Gal Steel Drum, New 1A2/Y400S	EA	\$502.00
110 Gal Steel Drum, Reconditioned 1A2/Y400S	EA	\$455.00
1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	\$154.00
1 Cubic Yard Supersac 13H2/Y/06	EA	\$82.00
Cubic Yard Box for Non-Haz Waste	EA	\$100.00
18x18x24in Nonhazardous Pathological Waste Box	EA	\$10.00
4ft Fluorescent Tube Box 4G/Y275	EA	\$25.00
Fluorescent Bulb Tubes, 4ft 100 bulb capacity	BOX2	\$61.00
Fluorescent Bulb Tubes, 4ft 125 bulb capacity	BOX3	\$61.00
Fluorescent Bulb Tubes, 4ft 150bulb capacity	BOX4	\$61.00
Fluorescent Bulb Tubes, 8ft 100 bulb capacity	BOX2	\$88.00
Fluorescent Bulb Tubes, 8ft 125 bulb capacity	BOX3	\$88.00
8ft Fluorescent Tube Box 4G/Y275	EA	\$27.00
Waste Wrangler	EA	\$187.00

Customer Initials _____

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**Field Services Base Rates / URS
Materials**

	UoM	Price
DOT Shipping Containers		
Asbestos Bag	EA	\$1.60
Drum Liners	EA	\$22.00
Drum Rings/Bolts/Gaskets	EA	\$29.00
Dump Trailer Poly Liner	EA	\$96.00
Filter/Liner for Filter Box	EA	\$356.00
Flexbin/Cubic Yard Box Liner	EA	\$29.00
Pathological Waste Bag	EA	\$6.10
Poly Sheet, 6mil 20ft x 100ft	EA	\$115.00
Rolloff Poly Liner	EA	\$78.00
Poly Bags, 6mil, per Roll	EA	\$170.00
Vacbox Liner/Bladder	EA	\$770.00
Hazardous Waste Labels	EA	\$1.30
Labels - DOT	EA	\$1.50
Absorbent Materials		
Absorbent Boom, 3in x 4ft	EA	\$8.00
Absorbent Boom, 5in x 10ft x 4/Bale	BALE	\$154.00
Absorbent Boom, 8in x 10ft x 4/Bale	BALE	\$247.00
Absorbent Pad (101 Grade) 100/bale	BALE	\$127.00
Absorbent Roll, 38in x 144ft	EA	\$181.00
Absorbent Rug, 36in x 300ft	EA	\$300.00
Absorbent Sweep, 17in x 100ft	BALE	\$159.00
Activated Carbon for Water treatment systems	LBS	\$3.10
Corn Cob Absorbent 40lb / 18 kg bag	BAG	\$17.00
HGX Absorbent (Mercury absorbent)	LBS	\$20.00
HGX Absorbent (Mercury Absorbent), 5 lbs container	EA	CALL
Oil Snare, Loose in Bag	BOX	\$66.00
Oil Snare, on a Line, 50ft	EA	\$97.00
Poly Absorbent, 20 lb / 23 kg	BAG	\$105.00
Rags, 50 lb / 23 kg	BOX	\$61.00
Saw Dust, 20 lb / 9 kg	BAG	\$10.00
Speedi Dry	BAG	\$12.00
SPI Solidification Particulate (Oil Bond)	LBS	\$19.00
SPI Waterbond	LBS	\$16.00
Vermiculite 4 cuft / 3 cubic meter	BAG	\$32.00
Degreasers & Neutralizing Agents		
Antiviral Disinfectant	GAL	\$45.00
142 Solvent	GAL	\$11.00
Antifreeze, Concentrate	GAL	\$5.80
Capsur	GAL	\$170.00
Cirtic Acid Solution, 15%	GAL	\$7.00
Citrus Cleaner Degreaser	GAL	\$61.00
Diesel Fuel Used a Cleaner	GAL	CALL
Hydrated Lime, 50 lb / 23 kg	BAG	\$8.00
Hydrochloric Acid	LBS	\$3.60
Penetone Degreaser	GAL	\$33.00
Pink Stuff Degreaser	GAL	\$22.00
Sanimate Degreaser	GAL	\$22.00
Sea Clean Degreaser, 5 Gal / 20 Litre	EA	\$83.00
Simple Green Degreaser	GAL	\$34.00
Soda Ash, 100 lb / 45 kg	BAG	\$52.00
Sodium bisulfate 50 lb / 23 kg	BAG	\$121.00
Sodium Hypochlorite, 15% (Bleach)	GAL	\$9.00
Spray Gel	GAL	\$31.00



**Field Services Base Rates / URS
Materials**

	UoM	Price
Sampling And Lab Supplies		
8oz Sample Jars	EA	\$14.00
CHLOR-D-TECT 4000 Test Kit (Halogens)	EA	\$29.00
CHLOR'N'OIL Test Kit 0-50ppm PCB	EA	\$39.00
Draeger Tube	EA	\$29.00
Hanby Soil Reagent/Sample	EA	\$56.00
pH Paper, 1-14/Roll	EA	\$17.00
Sample Tube	EA	\$17.00
2in Flange/Ring Gasket	EA	\$6.00
3in Flange/Ring Gasket	EA	\$7.00
4in Flange/Ring Gasket	EA	\$9.30
8in Flange/Ring Gasket	EA	\$16.00
10in Flange/Ring Gasket	EA	\$19.00
14in Flange/Ring Gasket	EA	\$22.00
24 - 36in Manhole Gasket	EA	\$83.00
Marine Equipment		
3/8in Unguarded Galvanized Chain	FT	\$7.00
Anchor, 18Lb	EA	\$137.00
PFD Deck Suit	EA	\$676.00
PFD Safety Light	EA	\$29.00
1/2in Nylon Rope	FT	\$1.00
1/2in Poly Rope	FT	\$0.50
1/8in Poly Rope	FT	\$0.40
Hand Tool/Construction Accessories		
16in Street Broom	EA	\$35.00
24in Floor Broom	EA	\$35.00
3 Gal Pump Spray Bottle	EA	\$54.00
3/8in Manilla Rope	FT	\$0.50
3/8in Manilla Rope Coil, 600ft	EA	\$165.00
3in Long Handle Scraper	EA	\$23.00
3in Scraper	EA	\$15.00
Carbide Blade	EA	\$14.30
12in Masonary Cutting Wheel Blade	EA	\$16.00
12in Metal Cutting Wheel Blade	EA	\$21.00
Caution Tape/Roll	EA	\$56.00
Chemical Tape/Roll	EA	\$51.00
Deck/Scrub Brush	EA	\$18.00
Disposal Hand Pump/Syphon Pump	EA	\$34.00

Customer Initials _____

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**Field Services Base Rates / URS
Materials**

Hand Tool/Construction Accessories

	UoM	Price
Duct Tape/Roll	EA	\$12.00
Extension Cord, 50ft	EA	\$56.00
Fence Stakes	EA	\$9.10
Fence, Slit 100ft	EA	\$143.00
Flat Shovel	EA	\$32.00
Garden Hoe	EA	\$30.00
Garden Rake	EA	\$30.00
Pitch Fork	EA	\$100.00
Plastic Shovel	EA	\$55.00
Sawzall Blade	EA	\$34.00
Shrink Wrap	ROL	\$48.00
Small Sledge Hammer	EA	\$40.00
Snow Fence/Safety Fence, 50ft	EA	\$77.00
Spaded Shovel	EA	\$35.00
Squeegee	EA	\$37.00

Miscellaneous

#25 Filter Bag	EA	\$9.00
Acetylene Bottle	EA	\$45.00
Breathing Air Bottle Refill	EA	\$30.00
Collection Jar for Mercury Vacuum	EA	\$44.00
Dump Truck Tarp	EA	\$363.00
Filtration Bag for Mercury Vacuum	EA	\$29.00
Hand Cleaner	EA	\$33.00
Rolloff Bow	EA	\$42.00
Rolloff Tarp	EA	\$418.00
Nitrogen Cylinder	DAY	\$66.00
Misc. Handtools	DAY	\$34.00

Customer Initials _____

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**Field Services Base Rates / URS
Analytical**

	UoM	Price
Organic Analyses		
Acid Extractables (method 625 or 8270)	EA	\$269.00
Semivolatiles (methos 625 or 8270)	EA	\$455.00
Base Neutral Extractables (method 625 or 8270)	EA	\$309.00
BTEX (method 602 or 8020)	EA	\$114.00
Fingerprint by GC/FID (ID and Quant)	EA	\$174.00
Halogenated Volatiles (method 601 or 8010)	EA	\$126.00
Chlorinated Herbicides (method 8150)	EA	\$276.00
Polynuclear Aromatic Hydro (method 8310)	EA	\$331.00
PCB water or soil (method 608, 8080 or 8081)	EA	\$126.00
PCB oil (method 8080 or 8081)	EA	\$109.00
PCB wipe (method 8080 or 8081)	EA	\$109.00
Pesticides & PCBs (method 608, 8080 or 8081)	EA	\$212.00
Pesticides (method 608, 8080 or 8081)	EA	\$167.00
Tot. Petroluem Hydrocarbons as Diesel (method 8015)	EA	\$120.00
Tot. Petroluem Hydrocarbons as Gasoline (method 8015)	EA	\$105.00
Volatiles (method 624 or 8260)	EA	\$206.00
Volatile Petroleum Hydrocarbons (standard)	EA	\$120.00
Trace Metals Analyses		
Mercury (method 245.1, 7470 or 7471)	EA	\$50.00
Individual metals by ICP (method 200 or 7000)	EA	\$20.00
Inorganic Analyses		
Acidity (method 305.1)	EA	\$28.00
Alkalinity (method method 310.1)	EA	\$28.00
Ammonia (method 350.2)	EA	\$38.00
Ash Content (method D482-80)	EA	\$50.00
Biochemical Oxygen Demand (method 405.1)	EA	\$50.00
BTU Heating Value (method D240-76)	EA	\$144.00
Chloride (method 325.3)	EA	\$28.00
Chemical Oxygen Demand (method 410)	EA	\$38.00
Cyanide, Reactive (method 7.3.3.2)	EA	\$55.00
Cyanide, Total (method 335.2 or 9010)	EA	\$50.00
Fluoride (method 340.1)	EA	\$33.00
Flashpoint (method 1010 or D1310-84)	EA	\$43.00
Halogens (method D808 or D512)	EA	\$152.00
Hardness (method 130.2)	EA	\$28.00
Kjeldahl Nitrogen (method 351.3)	EA	\$50.00
Nitrite (method 354.1)	EA	\$33.00
Nitrate & Nitrite (method 353.2, 352.1 and 354.1)	EA	\$38.00
Orthophosphate (method 365.2)	EA	\$38.00
Paint Filter Test (method 9095)	EA	\$33.00
pH (method 150.1 9040 or 9045)	EA	\$22.00
Phenol, Total (method 420.1 or 9065)	EA	\$50.00
Petroleum Hydrocarbon Oil & Grease (method 5520F)	EA	\$92.00
Specific Gravity (method D1429-76)	EA	\$55.00
Sulfate (method 375.4 or 9036)	EA	\$33.00
Sulfide, Reactive (method 7.3.4.2)	EA	\$60.00
Sulfide, Total (method 376.1 or 9030)	EA	\$38.00
Sulfur (method D129-64)	EA	\$103.00
Surfactants (method 425.1)	EA	\$87.00

Customer Initials _____

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**Field Services Base Rates / URS
Analytical**

	UoM	Price
Inorganic Analyses		
Total Organic Carbon (method 415.1 or 9060)	EA	\$77.00
Total Oil & Grease, Gravimetric (method 413.1 or 9070)	EA	\$65.00
Tot. Pet. Hydrocarbons by IR (method 418.1)	EA	\$85.00
Total Solids (method 160.3 or 2450G)	EA	\$22.00
Total Suspended Solids (method 160.2)	EA	\$22.00
Environmental Packages Toxicity Characteristic Leaching Procedure		
TCLP Semivolatiles (extraction not included) (method 8270)	EA	\$455.00
TCLP extraction (for metals, BNA, Pest & Herb) (method 1311)	EA	\$87.00
Full TCLP (includes extraction, Pesticides & Herbicides)	EA	\$1,403.00
TCLP 8 Metals (extraction not included) (method 7000)	EA	\$162.00
TCLP Pesticides (extraction not included) (meth8080 or 8081)	EA	\$169.00
TCLP Volatiles (ZHE extraction not included) (method 8260)	EA	\$201.00
Zero Headspace Extraction (for TCLP VOA)	EA	\$114.00
Appendix IX Analyses		
Appendix IX Dioxin	EA	\$1,895.00
Appendix IX Pesticides	EA	\$304.00
Appendix IX Volatiles	EA	\$336.00
Surcharge Schedule		
Surcharge for expedited turnaround, data within 24hrs - 100%		
Surcharge for expedited turnaround, data within 48hrs - 75%		
Surcharge for expedited turnaround, data within 72hrs - 50%		
Surcharge for expedited turnaround, data within 96hr - 35%		
Waste Material Approval		
Profile Approval Fee (No Sample)	EA	\$75.00
Sample & Profile Approval Fee	EA	\$109.00

Customer Initials _____



2011-2013
Fee Schedule

Analysis	Method	Price 5 Business Days
TO14A/TO-15 Canister or Tedlar Bag	TO-14A/TO-15	\$200
PCE and 5 Breakdown Compounds	TO-14A or TO-15	\$150
TO-14A/TO-15 VOCs by SIM Low Level, Certified Summas required	TO-14A/TO-15	\$250
Leak Check Compound 1,1- or 1,2- Difluoroethane by TIC	TO-14A or TO-15	No Charge
TPH Gas	TO-3 Mod	\$100
MTBE-BTEX	TO-14A / TO-15	\$100
TPH Gas + MBTEX	TO-3 Mod, TO-14A Mod	\$150
Hydrocarbon Fractionation is offered	Varies	Contact lab for pricing
TO-17 Volatile List	TO-17	\$235
TO-17 by SIM	TO-17SIM	\$250
TO-17 GRO only	TO-17	\$100
TO-17 DRO only	TO-17	\$100
TO-17 + GRO	TO-17	\$300
TO-7 + DRO	TO-17	\$300
TO-10A (Low Volume) PCBs or Pesticides or Both	TO-10A	\$150
TO-11 Formaldehyde	TO-11	\$175
TO-13A PAHs	TO-13A	\$200
Fixed Gases N2, H2, H3, O2, CO, CO2, Methane, Ethane and Ethene	ASTM D-1946	\$150
Helium Gas as LCC only	ASTM D-1946	\$50
Any one of the fixed gases	ASTM D-1946	\$75
Non Methane Organic Carbon (NMOC)	EPA 25 / TO12 Mod.	\$150

Air Equipment: 5 Day Notice Required for certified cans & up to 5 days for batch cleaned

Canister, Rental (batch cleaned)	No Charge
Canister, Rental, (Individually certified clean)	\$100
Regulator, Rental	No Charge
Manifold, Rental	No Charge
Stainless Steel Tubes for TO-17	\$45
Tedlar Bags	\$14/each

Note: Batched cleaned air canisters and regulators are supplied at no charge, however, a \$25 re-stocking fee will be charged for each unused canister and regulator.

Note: Canister cleaning fee is \$5 for each sample canister provided.

Note: Air equipment must be returned to Torrent within three weeks

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2011-2013
Fee Schedule

General Chemistry (Soil & Water):

Analysis	Method	Price 5 Business Days
Ammonia	350.3	\$25
Unionized Ammonia	SM4500-NH3 F	\$25
Alkalinity (Carbonate, Bicarbonate, Hydroxide)	310.2	\$30
Anions by Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, Bromide, Sulfate and Ortho-Phosphate)	300.0	\$120
Single Anion	300.0	\$25
COD (Chemical Oxygen Demand)	410.4	\$65
Chlorine, Residual	330.5	\$50
Color	110.2M	\$25
Total Cyanide	335.2/9010	\$95
Amenable Cyanide	335.1	\$150
Free Cyanide, no distillation	335.2	\$50
Ferrous Iron	HACH 8146	\$65
Ferric Iron	6010B + HACH 8146	\$85
Fluoride	340.2	25
General Minerals (Anions + Cations + Alkalinity + Specific Conductance + Hardness + pH + TSS + TDS)	Various Methods	\$310
Hardness	6010B	\$35
Hexavalent Chromium	218.6/7199	\$75
Ignitibility (Flash Point)	1010	\$50
Moisture Content/ Total Solids (Soil)	160.3	\$30
Odor	SM2150B	\$35
Perchlorate	314.0 / Mod 314.0	\$75
pH, Corrosivity in water	150.1	\$15
pH, Corrosivity in soil	9045C	\$25
Phenols, Total	420.1	\$95 for one sample
Phenols, Total	420.1	\$75 ea. for 2 or more samples rec'd at once
Phosphorus	365.2	\$60
RCI (Reactivity Cyanide or Sulfide, Corrosivity and Ignitibility)	SW 846 Methods	\$300
Specific Conductance	120.1	\$25
Storm Water Parameters: Cyanide, pH, Specific Conductance, TOC and TSS	Various Methods	\$235

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2011-2013
Fee Schedule

General Chemistry continued (Soil & Water):

Analysis	Method	Price 5 Business Days
Sulfide, Total	376.1	\$45
Total Dissolved Solids, TDS	160.1	\$35
Total Settleable Solids, SS	160.5	\$25
Total Suspended Solids TSS	160.2	\$25
Turbidity	180.1	\$35
Compositing Soil/Water Sample (ex. 4:1 = \$40)		\$10 /sample container
0.45 micron Filtration		\$10 /sample

Metals Chemistry (Soil & Water):

Analysis	Method	Price 5 Business Days
CAM 17 Metals, ICP/CVAA	6010B/200.7/7470/ 7471	\$125
CAM 17 Metals, ICPMS/CVAA	6020/200.8/7470/ 7471	\$175
Priority Pollutant 13 Metals	6010B/200.7/7470/ 7471	\$115
RCRA 8 Metals	6010B/200.7/7470/ 7471	\$100
LUFT 5 Metals	6010B/200.7	\$75
Digestion Fee, ICP Metals	200.2/3010	\$5
Digestion Fee, ICPMS Metals	200.8	\$15
Digestion Fee, Mercury	245.1/ 7470	\$5
Single Metal Analysis by ICP	6010B/200.7	\$20
Single Metal Analysis by ICPMS	6020/200.8	\$35
Mercury by Cold Vapor	245.1/7470/7471	\$40
Cations (Al, Ca, Fe, Mg, Mn, K, Na)	6010B/200.7	\$140
TCLP Extraction	1311	\$75
STLC WET Extraction	Title 22	\$75
Compositing Soil/Water Sample (ex. 4:1 = \$40)		\$10 /sample container
0.45 micron Filtration		\$10 /sample

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2011-2013
Fee Schedule

Organic Chemistry (Soil & Water):

Analysis	Method	Price 5 Business Days
Volatile Organic Compounds	8260B / 624	\$125
Volatile Organic Compounds	8010 by 8260B or 624	\$85
PCE and 5 Breakdown Compounds	8010 by 8260B	\$75
5 Oxygenates Only MTBE, TAME, DIPE, ETBE, Tert-Butanol	8260B	\$75
5 Oxygenates + 2 Lead Scavengers	8260B	\$85
TPH Gas + Full List VOCs	8260B	\$135
TPH Gas (C5 – C12 carbon range)	8015B / 8260B	\$45
TPPH Speciation (1)(2)	8015B	\$150

(1) TPPH Speciation includes Gas, Aviation Gas and Stoddard Solvent

(2) TPPH Speciation includes hydrocarbon pattern/ranges checked and observations reported

Analysis	Method	Price 5 Business Days
Hydrocarbon Fractionation, Aliphatic/Aromatic	Varies	Contact lab for pricing
BTEX + MTBE	8260B	\$50
TPH Gas + BTEX + MTBE	8260B	\$65
TPH Gas + BTEX + 5 Oxygenates + 2 Lead Scavengers	8260B	\$100
TPH Gas + BTEX + 5 Oxygenates	8260B	\$100
BTEX + 5 Oxygenates + 2 Lead Scavengers	8260B	\$85
BTEX + 5 Oxygenates	8260B	\$75
Methanol and Ethanol both as TICs	8260B	\$25 each
Methanol and Ethanol by GC	8015B	\$75
Ethanol by GCMS	8260B	\$75
TPH Diesel (C10 – C22 carbon range)	8015B	\$45
TPH Diesel + Motor Oil (C10 – C40 carbon range)	8015B	\$55
Silica Gel clean up		\$20

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2011-2013
Fee Schedule

Organic Chemistry continued (Soil & Water):

Analysis	Method	Price 5 Business Days
TEPH Speciation (1)(2)	8015B	\$425
TEPH Speciation (3)	8015B	\$150

(1) **TEPH Speciation** includes bunker oil, creosote, diesel, fuel oil, heating oil, hydraulic oil, jet fuel, kerosene, mineral oil, motor oil, stoddard solvent, and transformer oil

(2) **TEPH Speciation** includes silica gel clean up, hydrocarbon pattern/ranges checked and observations reported

(3) **TEPH Speciation** for TPH Diesel + Motor Oil + one additional specified fuel is \$150

Analysis	Method	Price 5 Business Days
TEPH, 2 HC ranges (C10-C22 and C16-C40) With Silica Gel Clean up	8015B	\$75
Pesticides	8081A	\$90
PCB's	8082	\$60
PAHs by HPLC	8310	\$175
Explosives by HPLC	8330	\$175
Formaldehyde by HPLC	8315	\$175
Pesticides and PCB's	8081A/8082	\$125
Semi Volatile Organic Compounds	8270C	\$180
Tentatively Identified Compounds (TICs)	8260B or 8270C	\$100 for first 5
Tentatively Identified Compounds (TICs)	8260B or 8270C	\$20 ea additional compound
PAHs (PNA's)	8270C	\$150
PAHs (PNA's) Low Level + GPC clean up	8270C SIM	\$200
Oil & Grease in Water	1664A	\$75
TOC	415.1	\$75
TCLP Extraction	1311	\$75
STLC Extraction	Title 22	\$75
GPC Clean-up	3640A	\$50
Florisil Clean-up	3520	\$35
Compositing Soil/Water Sample (ex. 4:1 = \$40)		\$10 /sample
0.45 micron Filtration		\$10 /sample

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2011-2013
Fee Schedule

Industrial Hygiene:

Analysis	Method	Price 5 Business Days
Dust- Total	NIOSH 500	\$50
Dust- Respirable	NIOSH 600	\$50
TPH Diesel	NIOSH 1550 Mod.	\$100
CAM-17 Metal Scan by ICP	NIOSH 7300 + 6009	\$175
CAM-17 Metal Scan by ICPMS	NIOSH 7300 + 6009	\$225
Metals by ICP	NIOSH 7300	\$25/Metal
Metals by ICPMS	NIOSH 7300	\$35/Metal
Mercury	NIOSH 6009	\$50
Metals Digestion	NIOSH 7300 or equivalent method	\$15/sample
Hexavalent Chromium (Disk or Filter)	NIOSH 7605 OSHA ID-215	\$75
Extraction for Disk or Filter		\$15 each
Sorbent Tubes for TPH Diesel	NIOSH 1550	\$25/each
PUF cartridges and housing, Low Volume		\$85/each

Reporting Services:

Standard Reporting	No Charge
Level III	\$750 per package or 15% of the invoice price which ever is greater. Turn around time is 4-6 weeks.
Level IV	\$900 per package or 20% of the invoice price which ever is greater. Turn around time is 4-6 weeks.
EDD (Excel) Reporting	\$25/Torrent's Work order
EDF (State of California) Reporting	\$25/Torrent's Work order
Chromatograms	\$5 per Chromatogram
Additional Hard Copies of Final Report	\$0.50 per page with a minimum charge of \$5
Sample on Hold	\$10
Post Final Report Changes	\$125/hr of Project Management time (Minimum 2 hrs)
Report Re-issue	\$35 per report
Post Project Consultation and Investigation or to perform activities which are beyond the scope of work	\$185/hr Principal and or QA officer \$125/hr Project Manager and or Analyst \$65/hr Technician
Field Service	\$150/hr, minimum 4 hrs.

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Rush Turnaround Services: Policies and Pricing

Effective: October 1st, 2009

In order to better address the needs of our clients, Torrent Laboratory, Inc. has developed a unique program, *Torrent Express*[™], which augments and streamlines our current "rush turnaround" services. We understand that the time sensitive nature of your work and work environment carries important implications for the outcome of your project(s); in order to help you address any requirements that may arise, we have put together the following guidelines, policies, and information which will help expedite processing of "rush" requests.

PLEASE NOTE: the following provisions apply to all of Torrent Laboratory's *Torrent Express*[™] services:

1. Torrent Laboratory's business hours are 8:30 am – 7:00 pm. All service requests must be made during business hours.
2. *Torrent Express*[™] rush services operate by workday(s) and not strictly by clock time. For example, a project submitted for Next Day service at 2:00 pm today will be due at 7:00 pm the following day – *not at 2:00 pm*.
3. Results will not be given verbally. Also, please note that Torrent Laboratory does not hold data, but reports data as soon as it is available.
4. The minimum Project Fee for any *Torrent Express*[™] rush service is \$250.00 plus waste disposal.

Rush Services

Same Day Rush (2-8 Business Hours)

Rate: 200% during the weekdays and 300% during the weekend

Description: Same Day rush, also known as 2-8 Business Hours rush, is our shortest turnaround service. Any project requiring results reported within 8 hours of submittal to Torrent Laboratory will be considered a Same Day rush project. For example, if a client needs results by Tuesday noon for a project received at 3 pm or later on Monday, it will be considered Same Day rush and be surcharged at 200%.

Any Same Day (2-8 Business Hours) project received on Friday that is due on Saturday, received on Saturday that is due on Sunday, or received on Sunday that is due on Monday will be surcharged at 300%.

Next Day Rush (24 Hours)

Rate: 100% during the weekdays, 150% for Next Day by noon, and 200% during the weekend

Description: For any project received before 5 pm, Next Day rush (also known as 24 Hours rush) delivers results by 7 pm the following business day.

In the event Torrent Laboratory receives a Next Day rush project after 5 pm on a given day, Torrent's obligation to report results will be by the 2nd business day before noon. For example, a Next Day rush project received on Monday at 6 pm will have a report deadline of Wednesday noon. Nonetheless, Torrent will make every effort to report results by the end of next business day (i.e., 7 pm).

Next Day rush also offers an expedited service, surcharged at 150%, that delivers project results by noon the following business day. *Please note: Torrent Laboratory must receive the project before 3 pm, otherwise it will be considered Same Day rush.*

Next Day rush services requiring weekend work will be surcharged at 200%.

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2-Day Rush (48 Hours)

Rate: 50% during the weekdays and 75% for 2-Day by noon

Description: For any project received before 5 pm, 2-Day rush (also known as 48 Hours rush) delivers results by 7 pm of the 2nd business day.

If Torrent receives a 2-Day rush project after 5 pm on a given day, Torrent's obligation to report results will be by the 3rd business day before noon. For example, a 2-Day rush project received on Monday at 6 pm will have a report deadline of Thursday noon. Nevertheless, Torrent will make every effort to report results by the end of the 2nd business day (i.e., 7 pm).

2-Day rush offers an expedited service as well, surcharged at 75%, that delivers project results by noon of the 2nd business day.

3-Day Rush (72 Hours)

Rate: 25% during the weekdays and 37.5% for 3-Day by noon

Description: For any project received before 5 pm, 3-Day rush (also known as 72 Hours rush) delivers results by 7 pm of the 3rd business day.

If Torrent receives a 3-Day rush project after 5 pm on a given day, Torrent's obligation to report results will be by the 4th business day before noon. For example, a 3-Day rush project received on Monday at 6 pm will have a report deadline of Friday noon. Rest assured, Torrent will make every effort to report results by the end of the 3rd business day (i.e., 7 pm).

3-Day rush offers an expedited service as well, surcharged at 37.5%, that delivers project results by noon of the 3rd business day.

4-Day Rush (96 Hours)

Rate: 15% during the weekdays and 20% for 4-day by noon

Description: For any project received before 5 pm, 4-Day rush (also known as 96 Hours rush) delivers results by 7 pm of the 4th business day.

If Torrent receives a 4-Day rush project after 5 pm on a given day, Torrent's obligation to report results will be by the 5th business day before noon. For example, a 4-Day rush project received on Monday at 6 pm will have a report deadline of noon of the following Monday. Nonetheless, Torrent will make every effort to report results by the end of the 4th business day (i.e., 7 pm).

4-Day rush offers an expedited service as well, surcharged at 20%, that delivers project results by noon of the 4th business day.

Contact Information

If any questions or concerns arise, please feel free to contact us.

Torrent Express™ Project Management
pm@torrentlab.com
(408) 263-5258 ext. 204

Torrent Laboratory, Inc.
483 Sinclair Frontage Road
Milpitas, CA 95035

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Laboratory Support Services:

Courier Services:

No charge for courier service within the entire greater San Francisco Bay area. 24-hour notice preferred. If client cancels the pick up after the courier has been dispatched or samples are not ready at the time of pick up, there will be a \$100 charge for an attempted pick up.

Consumables:

Sample Containers:

Sample bottles and vials are supplied at no extra charge with 72 hrs of advance notice. Note: in order to conserve bottles, there is no charge for project-scope bottles, however, there will be a charge for additional containers beyond the project scope.

Soil Sampler Vials (ex. Encores)	Method 5035	\$15
Tedlar Bags		\$14/each
Wipe Kits, 15cm x 15cm, for metals	ASTM E1792	No Charge
Wipe Kits, filter paper, for organic compounds		No Charge
Sorbent Tubes, TPH Diesel	NIOSH 1550	\$25/each
PUF cartridges and housing, Low Volume		\$85/each
XAD Sorbent Tubes, High Volume		\$85/each

Sample Disposal Fees:

\$3 / Sample container (including tedlar bags).

Shipping Fees:

No charge for the shipment of samples to Torrent Lab within California (Torrent Laboratory's On Trac shipping account number can be provided)

Standard Turnaround Time:

5 Business Days (excluding the pick up day or day of receipt at the lab).

Important Notes:

- 72 hours or fewer remaining on holding time, upon receipt of samples at the lab, Torrent Laboratory will make every effort to meet the holding time, however, there is no guarantee
- Minimum project fee is \$150 excluding the waste disposal fee

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EXHIBIT E
INSURANCE

CONSULTANT, at CONSULTANT's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions insurance for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the CITY's Risk Manager.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. **Workers' Compensation and Employers Liability:** Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and

4. **Professional Liability Errors and Omissions:** \$1,000,000 Aggregate Limit.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, employees, agents and contractors; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage

- a. The City of San José, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, the CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.
- b. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, its officers, employees, agents, or contractors.
- d. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain waiver of subrogation in favor of the City of San José, its officers, employees, agents and contractors.

2. Workers' Compensation and Employer's Liability

Coverage shall contain a waiver of subrogation in favor of the City of San José, its officers, employees, agents and contractors.

3. All Coverage

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. Verification of Coverage

CONSULTANT shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to Riskmgmt@sanjoseca.gov, or mailed to the following postal address or any subsequent email or postal address as may be directed in writing by the Risk Manager:

City of San José-Human Resources
Risk Management
200 E. Santa Clara Street, 2nd Floor Wing
San José, CA 95113-1905

G. Subconsultants

CONSULTANT shall include all subconsultants as insured under its policies or shall obtain separate certificates and endorsements for each sub-consultant.

EXHIBIT F
SPECIAL PROVISIONS

In the performance of this Agreement:

1. Prohibition on Discrimination and Preferential Treatment.

CONSULTANT shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin.

This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.

Nothing herein shall be interpreted as precluding any reasonable accommodation provided to any person with a disability.

2. Compliance Reports.

If directed by the Compliance Officer of the CITY, CONSULTANT shall file, and cause any subcontractor to file, compliance reports with the Compliance Officer. Compliance reports shall be in the form and filed at such times as may be designated by the Compliance Officer. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Compliance Officer to determine whether CONSULTANT or its subcontractor is complying with the nondiscrimination and nonpreference provisions of this AGREEMENT and Chapter 4.08 of the Municipal Code.

3. Failure to Comply with Nondiscrimination Provisions.

If the Compliance Officer determines that the CONSULTANT has not complied with the nondiscrimination or nonpreference provisions of this AGREEMENT, the CITY may terminate or suspend this AGREEMENT, in whole or in part. Failure to comply with these provisions may also subject CONSULTANT and/or subcontractor to debarment proceedings pursuant to provisions of the San José Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San José Municipal Code and is a misdemeanor.

4. Subconsultants Agreements.

CONSULTANT shall include provisions 1 through 3, inclusive, in each subconsultant agreement entered into in furtherance of this AGREEMENT so that such provisions are binding upon each of its subconsultants.

5. Waiver of Nondiscrimination Provisions.

The nondiscrimination provisions of this AGREEMENT may be waived by the Compliance Officer, if the Compliance Officer determines that the CONSULTANT has its own nondiscrimination requirements or is bound in the performance of this AGREEMENT by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the CONSULTANT or other governmental agency are substantially the same as those imposed by the CITY.

6. Prevailing Wages.

CONSULTANT acknowledges that portions of the services required by this AGREEMENT are a Public Work, subject to the provisions of Section 1771 of the California Labor Code. CONSULTANT shall pay, or cause to be paid, prevailing wages, as set forth in the California Labor Code Section 1770 *et. seq.*, for all labor performed to facilitate the professional services provided under this AGREEMENT, including, but not limited to, inspection, surveying, drilling, trenching, and excavation. CONSULTANT shall include in all agreements for such labor, a requirement that the employer provide all workers with written notice that prevailing wages apply.

CONSULTANT shall maintain, or cause to be maintained, all records documenting the payment of prevailing wages as required by the State prevailing wage law. CONSULTANT shall maintain these records for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT under this AGREEMENT. CONSULTANT shall provide to the CITY, at no cost to the CITY, a copy of all such records within ten (10) working days of a request for such records by the CITY's Office of Equality Assurance.

CONSULTANT expressly agrees that the compensation agreed to between the parties includes all payment necessary to meet state prevailing wage law requirements. CONSULTANT shall indemnify the CITY for any claims, costs or expenses which the CITY incurs as a result of CONSULTANT's failure to pay, or cause to be paid, prevailing wages.

7. Retroactive Services

It is understood and agreed that CONSULTANT has provided services prior to the execution of this AGREEMENT in anticipation of its execution. If CITY accepts and approves the services provided by CONSULTANT prior to the date of this AGREEMENT, CITY agrees to compensate CONSULTANT for those services in accordance with the terms of this AGREEMENT. However, in no event shall CONSULTANT be compensated for work performed for CITY prior to October 4, 2010.

EXHIBIT G
EXEMPLAR SERVICE ORDER FORM

City of San José – Environmental Services Department
SERVICE ORDER – Environmental Consultant Services Master Agreement

Initiation Date: _____

I. CONSULTANT MASTER AGREEMENT

Service Order No.: _____

Max. Master Agrmt. Compensation: \$ _____ Previously Encumbered, SOs # _____

Consultant: Firm Name: _____

Address: _____

Contact: _____ Phone: _____

II. PROJECT DESCRIPTION

Project Name: _____

Description: _____

Attachment A: Includes Description of Project, Scope of Services, Schedule of Performance and Compensation

III. CITY PROJECT MANAGEMENT

Managing Division: _____

Project Manager: _____

Contract Manager: _____

Date: _____

IV. FISCAL/BUDGET

Current amount in Master Agreement: \$ _____

Consultant Comp. for S.O. #__ : \$ _____

New balance in Master Agreement: \$ _____

V. APPROVALS

> Consultant: _____ Date: _____

> Deputy City Attorney: _____ Date: _____

> Director of ESD: _____ Date: _____

VI. PROGRESS PAYMENTS FOR THIS SERVICE ORDER

Payment # _____

Total: \$ _____ Previous Payments: \$ _____

Current Payment: \$ _____

Bal. Remaining: \$ _____