

PW15050

AS-NEEDED ENVIRONMENTAL ASSESSMENT, REMEDIATION,  
AND COMPLIANCE SERVICES

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 31st day of January, 2017.

BY AND BETWEEN

COUNTY OF LOS ANGELES, State of California,  
hereinafter referred to as County,

AND

ALTA ENVIRONMENTAL  
hereinafter referred to as Consultant,

The parties hereto do mutually agree as follows:

1. Definition

County means either County; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in the Attachment dated November 1, 2016. Consultant's proposal is incorporated herein as a part of this Contract. In the event that any conflict or inconsistency between this Contract and Consultant's proposal are found, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and the attachments to the Contract.

No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this contract until a written Notice to Proceed is issued by the County. Consultant is also referred herein as Contractor.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Paragraph 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works (hereinafter

called Director), County agrees to pay Consultant an annual-aggregate not-to-exceed program amount of Twelve Million Five Hundred Thousand Dollars (\$12,500,000) in the manner set forth immediately below and according to the Schedule of Prices attached to this Agreement as Attachment 3. County does not guarantee any work or services of any specific monetary amount under this Contract.

Consultant shall invoice County upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Work, and any change orders, as applicable, and which have been approved in writing by the County.

- a. Payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Attachment dated November 1, 2016, up to an annual-aggregate not-to-exceed program amount of \$12,500,000. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. At the sole discretion of the Director, or his/her designee, the annual-aggregate not-to-exceed program amount may be supplemented by up to \$75,000, per amendment, based on workload requirements. The aggregate amount of such amendments shall not exceed 25 percent of the original annual-aggregate program amount. The amendment shall be executed in accordance with Paragraph 49 Supplemental/Amendment. Work will be based on Consultant's fee schedule attached to this Agreement as Attachment 3.
- c. Consultant shall not proceed with additional services not set forth in the scope of work or perform services outside the Contract Term without an amendment to this Agreement as set forth in Paragraph 49. Consultant will not be paid for any expenditure beyond the Contract amount stipulated without an amendment to this Agreement.
- d. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.
- e. If requested by the Consultant, the contract hourly amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the

Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract renewal date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of a COLA, a notification will be sent to the Consultant.

- f. Consultant will notify County when Contract amount has been incurred up to 75% of the Contract total.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

5. County's Responsibility

County will make available drawings, specifications, and other records as available in County Department of Public Works' file. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

6. County's Representative

Director or Director's authorized representative, shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term

- a. The term of this Agreement shall be for a period of one year commencing on the date of the full execution of the contract. At the sole discretion of the County, this Agreement may be extended for four additional one-year terms, not to exceed a total contract period of five years. No work will proceed until a Notice to Proceed is issued by the County.
- b. The Consultant shall notify Public Works when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant shall send written notification to Public Works at the address herein provided in Notices Paragraph.
- c. If the County authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall

be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

#### 8. Assignment and Delegation

- a. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.
- b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

#### 9. Authorization Warranty

The Consultant represents and warrants that the person executing this Contract for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Contract and that all requirements of the Consultant have been fulfilled to provide such actual authority.

#### 10. Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County

Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Consultant under this Contract shall also be reduced correspondingly. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant shall continue to provide all of the services set forth in this Contract.

11. Compliance with Applicable Law

- a. In the performance of this Contract, Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- b. Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

12. Compliance with Civil Rights Laws

The Consultant hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Consultant shall comply with Consultant's EEO Certification.

### 13. Compliance with Jury Service Program

This Contract is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, incorporated by reference and made a part of this Agreement.

- a. Unless Consultant, also referred herein as Contractor, has demonstrated to the County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.
- c. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain

outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.

- d. Contractor's violation of this Paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### 14. Confidentiality

Consultant shall maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of County or third parties, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

#### 15. Conflict of Interest

No County employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Agreement.

16. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

Should the Consultant require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

17. Consideration of Hiring GAIN/GROW Program Participants

Should the Consultant require additional or replacement personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. Consultant shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

18. Background and Security Investigations

- a. Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the



expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

- b. If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- c. County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- d. Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

19. Consultant Responsibility and Debarment

- a. A responsible Consultant is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors. Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.
- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.
- c. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates

a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

- d. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- g. If the Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

i. These terms shall also apply to subcontractors of County Contractors.

20. Consultant's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law and Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the Subconsultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

The Consultant shall notify and provide to its employees, and shall require each Subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

21. Contractor's Warranty of Adherence to County's Child Support Compliance Program

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Contractor to maintain compliance with these requirements shall constitute a default by Contractor under this Contract.

22. County's Quality Assurance Plan

County, or its agent, will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Contract terms and performance standards. Consultant deficiencies which County determines are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

23. County Rights

The County may employ, either during or after performance of this Contract, any right of recovery the County may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Contract are in addition to any right or remedy provided by California law.

24. Damage to County Facilities, Buildings or Grounds

- a. When applicable, the Consultant shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- b. If the Consultant fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

25. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such

documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

26. Facsimile/Electronic Representations

The County and the Consultant hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Contract, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

27. Fair Labor Standards

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which County may be found jointly or solely liable.

28. Force Majeure

- a. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subconsultants), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- b. Notwithstanding the foregoing, a default by a subconsultant of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this sub-

paragraph, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.

- c. In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

#### 29. Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### 30. Independent Consultant Status

This Agreement is by and between County of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant. Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

#### 31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 2 of this Agreement.

### 32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Consultant from the County, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.
- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Consultant shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the County, as determined by the County.
- c. The action noted in this Paragraph shall not be construed as a penalty, but as adjustment of payment to the Consultant to recover the County cost due to the failure of the Consultant to complete or comply with the provisions of this Contract.
- d. This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Paragraph b above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

33. Most Favored Public Entity

If the Consultant's prices decline, or should the Consultant at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

34. Nondiscrimination and Affirmative Action

- a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Consultant shall certify to, and comply with, the provisions of Consultant's EEO Certification.
- c. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- d. The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- e. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- f. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by the County.
- g. If the County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this Contract upon which the County



may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35. Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Contract shall not restrict Department from acquiring similar, equal or like goods and/or services from other entities or sources.

36. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. Notice of Disputes

The Consultant shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Consultant regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Public Works, or his/her designee shall resolve it.

38. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

39. Contractor CARD Track/Monitoring Database

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes,

including determining whether the County will exercise a contract term extension option.

40. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

COUNTY

Department of Public Works  
Contracts and Business Affairs Division  
Contracts and Operations, 8th Floor  
900 South Fremont Avenue  
Alhambra, CA 91803  
(626) 300-2325

CONSULTANT

Alta Environmental  
3777 Long Beach Boulevard, Annex Building  
Long Beach, CA 90807  
(562) 495-5777

The address for notice may be changed by giving notice pursuant to this paragraph.

41. Ownership of County Materials

- a. Consultant and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Consultant hereby assigns and transfers to County all Consultant's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

- b. Consultant shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Consultant's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the County Materials.
- c. Consultant represents and warrants that the County Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Consultant shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by County. County will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

- d. Consultant shall affix the following notice to all County Materials: "© Copyright 2016 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.
- e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.

- f. If directed to do so by County, Consultant will place the County name and County logo on County Materials developed under this Agreement. Consultant may not, however, use the County name and County logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

42. Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Consultant and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant shall participate in any way in any future solicitation conducted by County that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant shall notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision shall be rejected by County. This provision shall survive the expiration or other termination of this Agreement.

44. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Consultant agrees to defend and indemnify the County from all

costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45. Publicity

- a. The Consultant shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the County shall not inhibit the Consultant from publishing its role under this Contract within the following conditions:
  - i. The Consultant shall develop all publicity material in a professional manner; and
  - ii. During the term of this Contract, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
- b. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph shall apply.

46. Record Retention and Inspection/Audit Settlement

The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- a. In the event that an audit of the Consultant is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of

such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- b. Failure on the part of the Consultant to comply with any of the provisions of this Paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- c. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Consultant regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

47. Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Contract.

48. Subcontracting

- a. The requirements of this Contract may not be subcontracted by the Consultant without the advance approval of the County. Subconsultants listed in the Consultant's Proposals are approved by County, unless otherwise indicated by County. Any attempt by the Consultant to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- b. If the Consultant desires to subcontract, the Consultant shall provide the following information promptly at the County's request.
  - A description of the work to be performed by the Subconsultant;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.

- c. The Consultant shall indemnify and hold the County harmless with respect to the activities of each and every Subconsultant in the same manner and to the same degree as if such Subconsultant(s) were the Consultant employees.
- d. The County does not have contractual privity with the subconsultant. The Consultant shall remain fully responsible for all performances required of it under this Contract, including those that the Consultant has determined to subcontract. Consultant shall remain fully responsible for services rendered by any subconsultant pursuant to a subcontract between the Consultant and subconsultant.
- e. The Consultant shall be solely liable and responsible for all payments or other compensation to all Subconsultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- f. The Consultant shall obtain certificates of insurance, which establish that the Subconsultant maintains all the programs of insurance required by the County from each approved Subconsultant. The Consultant shall ensure delivery of all such documents to:

Department of Public Works  
 Contracts and Business Affairs Division  
 Contracts and Operations, 8th Floor  
 900 South Fremont Avenue  
 Alhambra, CA 91803  
 (626) 300-2325

before any Subconsultant employee may perform any work hereunder.

49. Supplemental/Amendment

- a. For any change which affects the scope of work, Term, Contract Sum, payments, or any term or condition included under this Contract, a Supplement or an Amendment shall be prepared and executed by the Consultant and by Director.
- b. The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, a Supplement or an Amendment to the Contract shall be prepared and executed by the Consultant and by the Director.
- c. The County, at its sole discretion, may authorize extensions of time as defined in Paragraph 7, Term. The Consultant agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, a Notice to the Consultant will be

prepared by County unless the term extension is applied automatically in accordance with Paragraph 7.c.

50. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

51. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. Termination for Convenience

- a. This Contract may be terminated, in whole or in part, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than three (3) days after the notice is sent.
- b. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall 1) stop work under this Contract on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as shall not have been terminated by such notice.
- c. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract shall be maintained by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Paragraph.
- d. County shall not incur any liability to Consultant, other than payment for work already performed, up to the date of termination.



### 53. Termination for Default

- a. The County may, by written notice to the Consultant, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
  - Consultant has materially breached this Contract; or
  - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- b. In the event that the County terminates this Contract in whole or in part as provided in this Paragraph, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Consultant shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- c. Except with respect to defaults of any Subconsultant, the Consultant shall not be liable for any such excess costs of the type identified in above sub-paragraph if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Paragraph, the term "Subconsultant(s)" means Subconsultant(s) at any tier.
- d. If, after the County has given notice of termination under the provisions of this Paragraph, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for

Convenience Paragraph.

- e. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54. Termination for Improper Consideration

County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultant's performance pursuant to the agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

55. Termination for Insolvency

- a. The County may terminate this Contract forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.
- b. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

56. Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

57. Termination For Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

58. Time Off for Voting

The Consultant shall notify its employees, and shall require each subconsultant to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Consultant and subconsultants shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

59. Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter. 2.206.

60. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### 61. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### 62. Warranty Against Contingent Fees

- a. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- b. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 63. Prevailing Wage Requirements

This work includes prevailing wage and non-prevailing wage work.

##### a. Prevailing Wages

When applicable, the services provided in this Contract constitute "public works" as defined in California Labor Code 1720, and are therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at [www.dir.ca.gov/dlsr/pwd/index.htm](http://www.dir.ca.gov/dlsr/pwd/index.htm). The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be

made available for inspection by request to the Contract Administrator. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

b. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

c. Posting of Notices

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

*"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.*

*The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).*

*Local Office Telephone Number:*

*Division of Labor Standards Enforcement Office  
320 West Fourth Street, Suite 450  
Los Angeles, CA 90013  
(213) 620-6330*

*Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the*

*completion of the project that the CMU may take legal action against those responsible.*

*Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.*

*For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>."*

d. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

- e. When requested by the County, electronic certified payroll records must be submitted to the County, through an online system designated by the County.

64. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

65. Local Small Business Enterprise Utilization: When requested by the County, the Consultant shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subconsultants, including but not limited to the following information: the name, business address and telephone number/email address of each subconsultant.

In addition, the Consultant shall be required to provide each of the specified subconsultant's Local Small Business Enterprise (SBE), Disabled Veterans Enterprise

(DBVE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subconsultant will perform on each Notice to Proceed. At the time of submittal of each invoice, the consultant shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subconsultant who performed work on the project. The subconsultant may be requested to confirm receipt of the actual payment to the subconsultant by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in this Consultant Services Agreement, Paragraph 32, Liquidated Damages, and that the Consultant shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Consultant is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in the Consultant Services Agreement, may deduct and withhold liquidated damages from County's final payment to the Consultant.

#### 66. Compliance with County's Zero Tolerance Human Trafficking

Consultant acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting consultants from engaging in human trafficking.

If a Consultant or member of Consultant's staff is convicted of a human trafficking offense, the County shall require that the Consultant or member of Consultant's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Consultant's staff pursuant to this paragraph shall not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### 66. Entire Agreement

This Contract constitutes the entire Agreement between County and Consultant and may be modified only by further written Agreement between the parties hereto.

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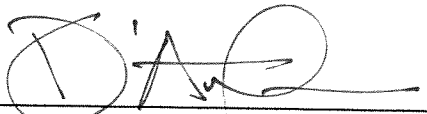
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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

By   
Deputy Director  
Department of Public Works

ALTA ENVIRONMENTAL

By   
President

By   
Secretary

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By   
Deputy County Counsel



## ACKNOWLEDGMENT

State of California

County of San Diego

On 11-14-16 before me, John Moreno, Notary Public  
(insert name and title of the officer)

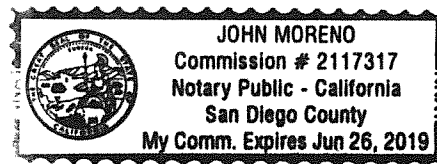
personally appeared Lisa M Kay  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



## ACKNOWLEDGMENT

State of California

County of Los Angeles

On Nov 15, 2016

before me, Debra Lynne Tweet Peurrung *Notary*

(insert name and title of the officer)

personally appeared David R Schach

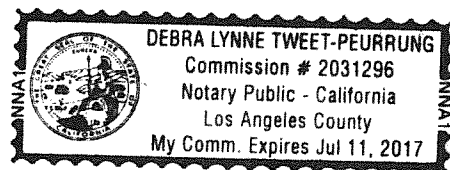
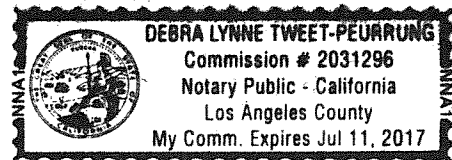
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra Lynne Tweet Peurrung

(Seal)



November 1, 2016

**ATTACHMENT 1**  
**AS-NEEDED ENVIRONMENTAL ASSESSMENT, REMEDIATION,  
AND COMPLIANCE SERVICES**  
**ALTA ENVIRONMENTAL**

The services to be rendered by the Consultant shall include all services and provisions as described in the County's Request for Proposals dated November 24, 2015, all Notice to Proposers, and the Consultant's proposal dated January 12, 2016, except to the extent they are inconsistent with this attachment and the terms of this Agreement. Consultant's work shall consist of all such services as are customarily rendered when providing as-needed environmental assessment, remediation, and compliance services. The work shall include, but not be limited to, the following:

**SCOPE OF SERVICES**

1. Conduct Phase I Environmental Site Assessments (ESAs) and prepare reports presenting the findings, conclusions, and recommendations resulting from the assessments. Phase I ESAs and reports shall be compliant with current USEPA (including All Appropriate Inquiries: 40 CFR Part 312, November 1, 2005), ASTM (including E 1527-05 and E1527-13) standards, and ASTM E-2600-10 Vapor Encroachment Screening Standards or equivalent, as well as with other applicable standards and local, State, and Federal guidelines, and the County of Los Angeles Department of Public Works (Public Works) specifications.
2. Prepare Initial Studies (ISs), Environmental Impact Reports (EIRs) and Environmental Impact Statements (EISs), in compliance with the California Environmental Quality Act, and the National Environmental Policy Act, as well as in compliance with other applicable local, State, and Federal guidelines and standards, and Public Works specifications.
3. Conduct Preliminary Endangerment Assessments (PEAs) and prepare reports presenting the findings, conclusions, and recommendations resulting from the assessments. PEAs shall be compliant with DTSC and any other applicable standards; local, State, and Federal guidelines; and Public Works Specifications. Public Works may require Consultant's American Board of Industrial Hygiene Certified Industrial Hygienist (CIH) and/or Diplomate of the American Board of Toxicology (DABT) to prepare and sign PEAs.
4. Conduct Phase II ESAs and prepare reports presenting the findings, conclusions, and recommendations resulting from the assessments. Phase II ESAs, underground storage tank (UST) release investigations, work plans, groundwater

monitoring reports, consultant's Health and Safety Plan (HSPs), and all related reports shall be compliant with current USEPA, CFR, and ASTM guidelines and standards. Phase II ESAs, reports, and plans shall also fulfill the requirements and guidelines of applicable local, State, and Federal regulators, as well as any Public Works specifications. Public Works may require consultant's HSPs to be signed by the Consultant's CIH.

5. Conduct Risk Assessment Analyses (RAAs)/Health Risk Assessments (HRAs) and prepare reports presenting the findings, conclusions, and recommendations resulting from the analyses. The RAAs/HRAs shall be compliant with USEPA and any other applicable local, State, and Federal guidelines and regulations, and Public Works specifications. Public Works may require Consultant's CIH and/or DABT to prepare and sign the RAAs/HRAs.
6. Conduct Phase III environmental site remedial activities and prepare reports presenting the findings, conclusions, and recommendations resulting from the remedial activities. Remediation reports, as well as UST removal and closure reports, remedial action plans, pilot test reports, technical reports, consultant HSPs, and site closure reports, shall be compliant with USEPA, CFR, and ASTM guidelines and standards and fulfill the requirements and follow the guidelines of applicable local, State, and Federal regulators, as well as any Public Works specifications. Consultant HSPs shall be approved and signed by Consultant's CIH. Remedial excavation designs may require approvals from a California Professional Civil Engineer and Certified compaction reports may be required for backfilling of remedial excavations.
7. Collect, analyze, characterize, and profile soil, groundwater, and other substance and material samples in accordance with ASTM and USEPA standards and local, State, and Federal guidelines. Sampling and analytical testing procedures shall follow proper Chain-of-Custody protocols and satisfy Public Works and contract laboratory requirements. All Consultant contract laboratories shall be State-certified Environmental Laboratories and shall be pre-approved by Public Works.
8. Public Works will review and approve the waste transporter provider, waste disposal method, waste disposal contractor, and the waste disposal facility proposed by the Consultant for processing hazardous and non-hazardous soil, water, free-product, and other waste materials generated from environmental and construction projects. Public Works may dictate that the Consultant use a specific waste disposal transporter, waste disposal method, and/or waste disposal contractor/facility. Public Works will generally require that all soil, water, free-product, and other wastes be recycled/treated and not landfilled, unless the waste composition/contamination precludes recycling/treatment. All hazardous/non-hazardous waste manifests are only to be signed by authorized Public Works personnel.

9. Prepare HSPs for Public Works personnel working on Public Works projects. HSPs shall be approved and signed by the Consultant's CIH. HSPs shall be compliant with OSHA requirements set forth in 29 CFR 1910, as well as any other applicable local, State, or Federal requirements. Public Works may supply a draft HSP that is to be reviewed, modified, and signed by the Consultant's CIH.
10. Prepare, submit, and process applications, reports, and other documents as required to obtain permits related to environmental projects or associated construction projects. These permits may include, but are not limited to, NPDES, AQMD, WDR, UST, encroachment, access, temporary construction, drilling, excavation, utility, and well construction/destruction permits. Permits may require the Consultant to perform monthly and final regulatory submittals, regulatory notifications, record keeping, and other procedures. The Consultant may also be required to perform Dig Alert (Underground Service Alert) demarcations and notifications.
11. Provide air monitoring and record keeping as required by AQMD Rule 1166, and as requested by Public Works specifications.
12. Conduct comprehensive hazardous building materials property-condition surveys of County facilities and other facilities that interest the County where renovation or demolition activities may take place. For these facilities, develop comprehensive hazardous-materials abatement plans that establish requirements and provide scopes of work for performing the abatements, and provide estimated quantities of hazardous materials, abatement cost estimates, and recommendations for managing abatement wastes. The survey shall be managed by appropriately experienced, certified and/or licensed professionals. Substances that may be tested by the consultant's State-certified Analytical Laboratory may include, but are not limited to, asbestos-containing materials, lead-based paint, PCB-containing light ballasts, florescent light tubes, tritium-based exit signs, mercury-based thermometers, and mold.
13. Provide services for abating asbestos-containing materials, lead-based paint, PCB-containing light ballasts, florescent light tubes, tritium-based exit signs, mercury-based thermometers, mold, and other hazardous building materials and related substances from County facilities. Services must be performed in accordance with a hazardous materials abatement plan, using qualified personnel employed by a licensed contractor, possessing all necessary licenses and permits, and providing all required regulatory notifications.
14. Provide services for County-owned fueling stations with either aboveground or underground fuel storage tanks, or both, at various Los Angeles County facilities. Services may include performing fuel system inspections, repairs, maintenance, and upgrades; performing tank integrity testing; preparing and submitting permit

applications and design drawings; preparing business plans; expediting permit issuances; responding to and correcting Notice of Violations (NOVs); and obtaining and uploading required information into the California Environmental Reporting System (CERS).

15. Process and submit reimbursement packages to the State of California Underground Storage Tank Cleanup Fund, including Geotracker data uploading.
16. Conduct hydrogeologic and hydrologic investigations that include percolation and infiltration rate tests, aquifer tests (including aquifer capacity tests, pump tests, and slug tests), and other appropriate analyses and testing. Design and assemble dewatering systems based upon the NPDES permit either acquired by Public Works or Consultant. Perform well and piezometer installations, rehabilitations, abandonments (including oil wells), and assessments.
17. Perform geophysical surveys for utility clearance, identifying natural geologic structures, and locating manmade items, such as buried drums, pipelines, and storage tanks. Perform electric well logging and borehole geophysics. Geophysical survey reports are to provide interpretations of subsurface conditions by utilizing colored cross-sections, 3-dimensional figures, and/or contour maps. A State of California Professional Geophysicist shall supervise all geophysical survey work and sign all reports and technical documentation.
18. Perform agronomic studies for identifying soil conditions necessary for proper special-purpose plant production or for soil conditions that are not conducive to specific plant growth.
19. Perform biological assessments to evaluate the conditions of waterbodies using surveys and other direct measurements of resident biological organisms (macroinvertebrates, fish, and plants). Perform preliminary jurisdictional assessments and delineations, such as for identifying established wetlands. Perform general habitat assessments. Provide resource agency permit processing and coordination with entities such as the California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, California Regional Water Quality Control Board, and the California Coastal Commission.
20. Provide consultation, advice, alternatives, and recommendations to Public Works regarding any environmental-, health-, or compliance-related concerns.
21. Provide project management and oversight of primary contract-hired or Public Works-hired contractors and subcontractors with regard to environmental, health, or compliance related activities.

22. Public Works reserves the right to utilize both in-house and Public Works-contracted drilling crews, construction crews, surveyors, and environmental laboratories outside of the Consultant's contract in conjunction with the requested Scope of Services.
23. Investigations, assessments, remedial actions, and related activities must be conducted by or under the direct supervision of the Consultant's State of California Professional Geologist. For projects involving hazardous building material assessments, toxicological or biological/agronomical studies, health and safety/industrial hygiene-related issues, or other related matters, supervision and document signatures should be performed by the respective, appropriately trained/certified, and experienced professionals. Reports, work plans, drawings, boring logs, collected data, and related documentation produced for Public Works projects must be approved and signed by the Consultant's State of California Professional Geologist. In some instances, Public Works may require the involvement and/or signature of a State of California Certified Engineering Geologist, State of California Certified Hydrogeologist, State of California Professional Geophysicist, State of California Professional Civil Engineer, State of California Professional Geotechnical Engineer, CIH, or DABT.
24. Consultant's State of California Professional Geologist, and other staff, will meet with Public Works staff to discuss the scope of work and cost estimates, may attend pre-construction and ongoing construction meetings, may attend health and safety meetings, may provide project progress reports, and provide information on other subjects related to projects, as frequently as Public Works deems necessary. At Public Works' request, Consultant's Professional Geologist, and other staff, may represent or assist Public Works in meetings with regulatory agencies, other agencies and districts, and with private and public organizations and groups.
25. Provide four full-colored hard copies and one full-colored electronic copy (in pdf format) of all project reports, HSPs, permit documents, data sets, analyses, work plans, and any other specified work products, to the Public Works project manager. The type and number of deliverables may be modified by Public Works on an individual project basis.

It is not expected that Consultant will be able to perform all of the services listed above. However, specialization in a majority of these services utilizing full-time, in-house licensed and/or certified professionals is required to meet Public Works' needs.

## **DELIVERABLES**

Deliverables will vary and will be determined by Public Works for each project.

## **SCHEDULE**

The term of this Agreement shall be for a period of one year commencing on the date of the full execution of the contract. At the sole discretion of the County, this Agreement may be extended for four additional one-year terms, not to exceed a total contract period of five years. No work will proceed until a Notice to Proceed is issued by the County.

If the County authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

The consultant will be issued a Notice to Proceed by Public Works prior to the commencement of services for each particular project. The Consultant shall provide a schedule within five working days after the issue date of the project Notice to Proceed, or as directed by Public Works, indicating the start and completion dates of the anticipated work. Public Works may dictate the starting and completion dates for the project assigned to the Consultant.

Work shall be performed on an as-needed basis. Specified services shall be available on an as-needed basis.

## **COMPENSATION**

Compensation will be negotiated for each particular project. Compensation for services shall be based on the percentage of tasks completed. In instances when project requirements extend beyond the original project-specific Scope of Work, any additional work shall be negotiated between Public Works and the Consultant prior to Public Works issuing a supplemental Notice to Proceed.

Public Works reserves the right to delete specific portions of any project-specific Scope of Work after the Notice to Proceed has been issued or to add tasks beyond the additional Scope of Work, which will require negotiation between Public Works and the Consultant for compensation.

Public Works will not pay a mark-up on hourly rates for the services of any subconsultants that were included in Consultant's original proposal. Public Works will not pay a mark-up on hourly rates for the services of any Consultant employee or



subconsultant that were included in Consultant's original proposal if the selected employee or subconsultant is no longer available at the time of selection to provide services during the duration of the Contract.

Consultant must have prior written permission from Public Works to use any subconsultants not included in Consultant's original proposal.

Public Works will not pay a mark-up on the reproduction of any reports, documents, plans, or any other specified work products generated from the services listed in the Scope of Services. Public Works will not pay a mark-up on any paid fees, such as permit fees, paid by the Consultant. Consultant shall not mark-up on material cost unless pre-approved by the County in writing.

The Consultant shall submit monthly invoices to Public Works for review and approval. Invoices shall conform to Public Works' Invoicing Instructions and shall not be submitted more than once per month per project. Each invoice shall provide copies of all supporting documentation, including but not limited to, time sheets, subconsultant invoices (including subconsultant's supporting documentation), permit payments, and purchase orders. Any mark-ups on subconsultant work shall be clearly stated. **Consultant and its subconsultant/subcontractor's mileage charges are not reimbursable, unless pre-approved by the County in writing.**

Along with the monthly invoice, the Consultant shall also submit the following documents on a monthly schedule: 1) an individual Invoice Summary for each project that lists all invoices and itemizes all charges to date; and 2) a combined Invoice Summary for all projects (ongoing and completed) that lists all invoices and itemizes all charges to date.

Consultant shall be paid on an hourly basis according to the job title and hourly rate of each employee performing the work as set forth in the Consultant's Schedule of Fees (ATTACHMENT 3).

**Any related-work requested but not listed in the Schedule of Fees shall be negotiated by the County and the Consultant and may include an additional charge of up to 10%, at the sole discretion of the County only if pre-approved by the County.**

**INDEMNIFICATION AND INSURANCE PROVISION**

**I. INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

**II. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in paragraphs II and III of this Attachment. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

**A. Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or

self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be emailed to the Contract Administrator.

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

III. INSURANCE COVERAGE

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall

cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

E. Asbestos Liability or Contractor's Pollution Liability Insurance

If construction requires remediation of asbestos or pollutants or application or handling of pollutants, such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of asbestos in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, asbestos or pollution liability is also required under the Contractor's of subcontractor's Automobile Liability insurance. Contractor shall maintain limits of not less than \$2 million per Occurrence/7 million Aggregate.



3777 Long Beach Boulevard, Annex Building  
 Long Beach, California 90807  
 562-495-5777

AS-NEEDED ENVIRONMENTAL ASSESSMENT, REMEDIATION,  
 AND COMPLIANCE SERVICES  
 CONSULTANT SERVICES AGREEMENT  
 FEE SCHEDULE

<u>LABOR CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$200.00
Professional Geologist (CA registered)	\$180.00
Professional Civil Engineer (CA registered)	\$180.00
Certified Industrial Hygienist (CIH)	Aurora Industrial Hygiene
Toxicologist (ABT-Certified)	Enviro-Tox Services, Inc.
Program Manager	\$170.00
Project Manager	\$160.00
Senior Project Professional	\$145.00
Project Professional	\$130.00
Staff Professional	\$120.00
Draftsperson with CADD experience	\$115.00
Associate	\$100.00
Certified Lead Inspector/Assessor (CA Certified)	\$90.00
Certified Asbestos Consultant (CA Certified)	\$90.00
Certified Lead Project Monitor (CA Certified)	\$85.00
Certified Lead Sampling Technician (CA Certified)	\$85.00



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<u>LABOR CLASSIFICATION (continued)</u>	<u>HOURLY RATE</u>
Certified Site Surveillance Technician (CA Certified)	\$85.00
Clerical Staff	\$77.00
Technician	\$75.00

<u>OTHER DIRECT COSTS</u>	<u>RATE</u>
Direct-read Field Instruments	\$125/day
Truck Usage	\$115/day
Photoionization Detector	\$100/day
XRF	\$85/day

### NOTES

1. The following subconsultants, subcontractors, and labs are our project team members, as outlined in our original proposal dated January 12, 2016, namely: American Environmental Testing Laboratory, American Integrated Services, Inc., AQ Environmental Laboratories, Aquilogic, Inc., Aurora Industrial Hygiene, Belshire Environmental Services, Inc., CalClean, Cascade Drilling, L.P., Cascade Technical Services (DBA Vironex Technical Services, LLC), ENOR Innovations, Inc., Environmental Science Associates, Enviro-Tox Services, Inc., Interphase Environmental, Inc., JET Drilling, Jones Environmental, Inc., Kear Groundwater, Spectrum Geophysics, Tait, and WESTCOR Environmental, Inc.
2. County will not pay a mark-up on hourly rates for the services of any subconsultants that were included in your original proposal dated January 12, 2016.
3. County will not pay a mark-up on hourly rates for the services of any Consultant employee or subconsultant that were included in your original proposal if the selected employee or subconsultant is no longer available at the time of selection to provide services during the duration of the Contract.





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4. Consultant must have prior written permission from the County to use any subconsultants not included in Consultant's original proposal. Any related-work requested but not listed in the Fee Schedule shall be negotiated by the County and the Consultant and may include an additional charge of up to 10%, at the sole discretion of the County and only if pre-approved by the County.
5. County will not pay a mark-up on the reproduction of any reports, documents, plans, or any other specified work products generated from the services listed in the RFP. County will not pay a mark-up on any paid fees, such as permit fees, paid by the Consultant. Consultant shall not mark-up on material cost unless pre-approved by the County in writing.
6. Consultant and its subconsultant/subcontractor's mileage charges are not reimbursable unless pre-approved by County in writing.
7. Expenses for any special requests shall be pre-authorized and approved at the discretion of the designated County project manager and contract administrator.



## American Environmental Testing Laboratory Inc.

2834 North Naomi Street Burbank, CA 91504 • DOHS NO: 1541, LACSD NO: 10181  
Tel: (888) 288-AETL • (818) 845-8200 • Fax: (818) 845-8840 • [www.aetlab.com](http://www.aetlab.com)

**August 29, 2016**

**Confidential Quotation for:**

**Alta Environmental**

**3777 Long Beach Blvd., Annex Building, Long Beach, CA 90807**

**Tel. 310-530-5006, Fax. 310-530-0792**

**Project: Los Angeles County Dept. of Public Works**

**(Prices in this quotation will remain valid for 5 Years and there will be no annual escalations)**

ANALYTE	METHOD OF ANALYSIS	UNIT PRICE \$
VOCs	8260B/5035	65.00
VOCs plus Oxygenates	8260B/5035	75.00
VOCs	8260B	55.00
VOCs plus Oxygenates	8260B	65.00
BTEX + Oxygenated Compounds	8260B/5035	65.00
BTEX + Oxygenated Compounds	8260B	55.00
TPH as Gasoline (C <sub>4</sub> – C <sub>12</sub> )*	M8015G/5035	40.00
TPH as Gasoline (C <sub>4</sub> – C <sub>12</sub> )*	M8015G	30.00
TPH as Diesel Extended (C <sub>13</sub> – C <sub>40</sub> )**	M8015D	35.00
PAH	8310	100.00
PAHs	M8270C-SIM	150.00
SVOCs	8270C	125.00
Purgeable Aromatics	8021	35.00
BTEX & MTBE	8021	40.00
Pesticides	8081B	65.00
PCBs	8082	55.00
Pesticides/ PCBs	8081B/8082	110.00
Organophosphorus Pesticides	8141	110.00
Chlorinated Herbicides	8151	110.00
Methane, Ethane, & Ethene	RSK-175	100.00
Perchlorate	314.0	75.00
TRPH	M1664	40.00
Organic Lead	HMU-900	45.00
13 PP Metals	6010B /7000	85.00
8 RCRA Metals	6010B /7000	70.00
Title 22 Metals	6010B/7000s	85.00
Title 22 Metals (Low Level)	6020/7000	145.00
Single Metal ICP (Analysis Only)	6010B	10.00
Single Metal ICP/MS (Analysis Only)	6020	17.00
Mercury	7471A/7470A/245.1	30.00
Metals Preparation	3000/200.2	5.00
Terra Core (Pre-core) (per pack for each sample)	5035A	10.00



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ANALYTE	METHOD OF ANALYSIS	UNIT PRICE \$
STLC Extraction	Title 22	40.00
TCLP Extraction	1311	40.00
SPLP Extraction	1312	40.00
Zero Headspace Extraction (STLC, TCLP, SPLP)	Title 22/1311/1312	50.00
Cr (VI)	7199	75.00
Cr (VI)	7196	25.00
Ignitability	1010	45.00
Anions***	300.0 / (9056)	90.00
Cations****	200.7	53.00
Specific Conductance	120.1	10.00
Hardness	130.2	10.00
pH Water	150.1	5.00
pH Soil	9045	7.00
TDS (Total Dissolved Solids)	160.1	12.50
TSS (Total Suspended Solids)	160.2	12.50
SS (Settleable Solids)	160.5	12.50
Turbidity	180.1	10.00
Title 22 Metals	200.7/245.2	90.00
Ortho-phosphate	300.0/365.2	20.00
Phosphate	300.0 / (9056)	20.00
Chloride	300.0 / (9056)	12.50
Chlorine (Residual)	330.4	14.00
Nitrate – N	300.0 / (9056)	12.50
Nitrite – N	300.0 / (9056)	12.50
Sulfate	300.0 / (9056)	12.50
Acidity	305.1	12.50
Alkalinity	310.1	12.50
Cyanide ( Amenable to Chlorination)	335.1	40.00
Cyanide ( Total)	335.2	30.00
DO	360.2	15.00
Sulfide	376.2	12.50
BOD (5-Day)	405.1	40.00
COD	410.4	20.00



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**(Prices in this quotation will remain valid for 5 Years and there will be no annual escalations)**

ANALYTE	METHOD OF ANALYSIS	UNIT PRICE \$
TOC	415.1/9060	50.00/80.00
Surfactants (by MBAS)	425.1	33.00
Oil & Grease (Gravimetric)	1664	35.00
Reactive Cyanide and Sulfide	9010/9030	66.00
General Minerals	Various	165.00
Ferrous Iron	SM-3500	30.00
CO2	SM-4500	50.00
EDD (Geotracker)	N/A	50.00 per Job

\* One lump sum value as TPH as Gasoline

\*\* Broken down to C<sub>13</sub>-C<sub>22</sub> (TPH as Diesel)

C<sub>23</sub>-C<sub>40</sub> (TPH as Heavy Hydrocarbon)

C<sub>13</sub>-C<sub>40</sub> (Total TPH as Diesel and Heavy Hydrocarbon)

\*\*\* Nitrate as N, Nitrite as N, Sulfate, Chloride, Phosphate, Bromide, & Fluoride.

\*\*\*\* Ca, Mg, K, Na

### **NOTES:**

- AETL will not charge for mileage.

- AETL will not charge separately for consumables.

STANDARD TURN AROUND TIME (TAT) IS FIVE WORKING DAYS.

THERE IS A 100% SURCHARGE FOR THE COST OF ANALYSIS FOR SAME-DAY TAT.

THERE IS A 50% SURCHARGE FOR THE COST OF ANALYSIS FOR NEXT-DAY TAT.

THERE IS A 25% SURCHARGE FOR THE COST OF ANALYSIS FOR 2 DAYS TAT.

THERE IS A 20% SURCHARGE FOR THE COST OF ANALYSIS FOR 3 DAYS TAT.

THERE IS A 10% SURCHARGE FOR THE COST OF ANALYSIS FOR 4 DAYS TAT.

**PRICES INCLUDE QA/QC DATA, LABELS, CHAIN OF CUSTODY FORMS, COOLER, BLUE ICE, AND COMPLIMENTARY SAMPLE PICKUP.**

*C. Razmara*

Cyrus Razmara, Ph.D.

CEO & Laboratory Director



**2016 Rate Sheet**  
**Effective January 1, 2016**

Rates valid for LADPW contract term - 2016 - 2021

**Personnel**

	<b><u>Standard Time</u></b>	<b><u>Prevailing Wage</u></b>
Principal	\$110.00	
Professional Geologist	\$150.00	
Certified Industrial Hygienist	\$110.00	
Engineer/Geologist	\$85.00	
Health and Safety Manager	\$70.00	
Superintendent	\$94.50	\$170.10
Project Manager/ Incident Commander	\$85.00	\$153.00
Supervisor	\$70.00	\$126.00
Foreman	\$58.00	\$104.40
Grade Checker	\$55.00	\$99.00
Electrician	\$75.00	\$135.00
Pipe Fitter	\$45.00	\$81.00
Tradesman (Concrete, Block, Framing, Etc.)	\$52.00	\$93.60
Env. Field Tech 1166 Monitoring	\$55.00	\$99.00
Environmental Technician	\$48.00	\$86.40
Senior Office Admin	\$59.00	\$106.20
Office Admin	\$45.00	\$81.00
Field Chemist	\$78.00	\$140.40
Technician/Laborer	\$45.00	\$81.00
Equipment Operator	\$52.00	\$93.60

**Work Definitions**

**Straight Time (ST)**

First eight (8) hours between 0700 and 1600, Monday through Friday

**Overtime (OT)**

Any time over eight (8) hours in a workday. Any time before 0700 or after 1600, Monday through Friday and the first twelve (12) hours on Saturday

**Premium Time (PT)**

Any time over twelve (12) hours in a workday. All day Sunday and the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

**Personnel**

Standard rates and prevailing rates for personnel are listed below. Overtime rates will be increased by a factor of 1.5 and Premium time rates will be increased by a factor of 1.85.

## Operated Equipment

	<u>Rate</u>	<u>UOM</u>
<b><u>Transportation Equipment</u></b>		
Air Mover (Guzzler)	\$225.00	Per Hour
Articulated Haulers (30 Ton Cap.)	\$1,453.00	Per Day
45' flatbed/ Stake bed w/ Lift Gate	\$105.00	Per Hour
Dump Truck 5 Yards	\$95.00	Per Hour
Dump Truck Ten Wheel	\$105.00	Per Hour
Roll Off (Single Bin)	\$105.00	Per Hour
Rocket Launcher (Double Bin)	\$105.00	Per Hour
Semi End Dump (18 Wheel)	\$105.00	Per Hour
Semi Flatbed/ Van (45')	\$105.00	Per Hour
Vacuum Truck (30-70 BBL Black Iron)	\$105.00	Per Hour
Vacuum Truck (120 BBL Black Iron)	\$105.00	Per Hour
Vacuum Truck (Stainless Steel/Lined)	\$125.00	Per Hour

### **Backhoes**

Backhoe - 15,000 Lbs	\$128.00	Per Hour
Backhoe - 18,000 Lbs	\$135.00	Per Hour
Backhoe - 20,000 Lbs	\$142.00	Per Hour

### **Excavators**

Excavator - 180,000 Lbs	\$354.00	Per Hour
Excavator - 110,000 Lbs	\$263.00	Per Hour
Excavator - 85,000 Lbs	\$220.00	Per Hour
Excavator - 75,000 Lbs	\$195.00	Per Hour
Excavator - 65,000 Lbs	\$185.00	Per Hour
Excavator - 55,000 Lbs	\$170.00	Per Hour
Excavator - 45,000 Lbs	\$165.00	Per Hour
Excavator - 20,000 Lbs	\$148.00	Per Hour
Excavator - 12,500 Lbs	\$145.00	Per Hour
Excavator - 10,000 Lbs	\$142.00	Per Hour

### **Loaders**

Wheel Loader - 30,000 Lbs / 3 CY	\$141.00	Per Hour
Wheel Loader - 40,000 Lbs / 4 CY	\$164.00	Per Hour
Wheel Loader - 50,000 Lbs / 5.5 CY	\$193.00	Per Hour
Wheel Loader - 60,000 Lbs / 6.35 CY	\$203.00	Per Hour
Skip Loader 4x4	\$129.00	Per Hour
Skip Loader 4x4 w/ Laser	\$148.00	Per Hour
Skid Steer Loader	\$120.00	Per Hour
Track Loader - 15,000 Lbs	\$148.00	Per Hour
Track Loader - 40,000 Lbs	\$165.00	Per Hour
Track Loader - 50,000 Lbs	\$175.00	Per Hour

### **Dozers**

Cat D-6 Dozer	\$165.00	Per Hour
Cat D-6 Dozer W/Slope Board	\$165.00	Per Hour
Track Dozer - 20,000 Lbs	\$148.00	Per Hour

### **Scrapers - Motor Graders**

Scraper - 11yd Capacity	\$192.00	Per Hour
Scraper - 17yd Capacity	\$228.00	Per Hour
Scraper - 23yd Capacity	\$244.00	Per Hour
Motor Grader - 16' Moldboard	\$148.00	Per Hour
Motor Grader w/ Laser	\$168.00	Per Hour
Tow Behind Vibrator 54"	\$460.00	Per Day

### **Lifts**

Forklift 8,000 lbs.	\$112.00	Per Hour
Extreme Forklift 12,000 Lbs	\$135.00	Per Hour
80' Boom Lift	\$135.00	Per Hour
40' Boom Lift	\$120.00	Per Hour
20' Boom Lift	\$105.00	Per Hour
15' Mini Scissor Lift	\$95.00	Per Hour

### **Dust Control/Environmental Towables**

Mini Guzzler (Hydro Excavator Spoils-Vac)	\$165.00	Per Hour
Street Sweeper	\$180.50	Per Hour
Water Truck 2000 Gallon	\$95.00	Per Hour
Water Truck 4000 Gallon	\$105.00	Per Hour

### **All Operated Equipment Will be Billed as Follows:**

<b>Standard Rate Projects</b>	<b>Straight Time</b>	<b>Overtime</b>	<b>Premium Time</b>
<b>Prevailing Rate Projects</b>	<b>Standard Rates Apply</b>	<b>Standard Rate + \$25/Hr</b>	<b>Standard Rate + \$50/Hr</b>
	<b>Standard Rate + \$25/Hr</b>	<b>Standard Rate + \$50/Hr</b>	<b>Standard Rate + \$100/Hr</b>

## Bare Equipment

	<u>Rate</u>	<u>UOM</u>
<b><u>Transportation Equipment</u></b>		
All-Terrain Vehicles	\$250.00	Per Day
Crew Cab 4X4 Pickup	\$45.00	Per Hour
Emergency Response Unit	\$75.00	Per Hour
Emergency Response Trailer	\$85.00	Per Hour
Gear Truck w/ Lift Gate	\$55.00	Per Hour
Passenger Van (Crew)	\$40.00	Per Hour
Pickup Truck	\$40.00	Per Hour
20' Stake Bed w/Lift Gate	\$95.00	Per Hour
<b><u>Heavy Equipment Attachments</u></b>		
Breaker 750 lbs	\$265.00	Per Day
Breaker 2,000 lbs	\$318.00	Per Day
Breaker 4,500 lbs	\$750.00	Per Day
Breaker 10,000 lbs	\$1,280.00	Per Day
Compactor, Vibratory	\$245.00	Per Day
Concrete Pulverizer	\$1,375.00	Per Day
Ripper/Shear (Plus \$500 plumbing set-up)	\$2,340.00	Weekly
Tramac Mod 429 Vibratory Hammer	\$1,500.00	Per Day
Compaction Wheels 18" or 24"	\$135.00	Per Day
<b><u>Dust Control/Environmental Towables</u></b>		
Air Compressor	\$258.00	Per shift
Auxiliary Lighting (Light Tower)	\$200.00	Per shift
Ducted Fan	\$350.00	Per Day
Dump Trailer (5 Yard)	\$300.00	Per Day
Steam Pressure Washer 2,000 - 4,500 PSI	\$225.00	Per Day
Cold Water Pressure Washer 2,000 - 3,000 PSI	\$225.00	Per Day
Towable Generator - 20,000 Watts	\$138.00	Per Day
Water Trailer - Water Buffalo	\$117.00	Per Day
<b><u>Portable Storage Tanks</u></b>		
4,000 Gallon Corrosive Resistant	\$38.20	Per Day
4,000 Gallon Total Drain Easy Clean	\$40.40	Per Day
6,900 Gallon Corrosive Resistant	\$38.20	Per Day
6,900 Gallon Total Drain Easy Clean	\$40.40	Per Day
20,000 Gallon T-Tank	\$68.45	Per Day
Tank Delivery	\$150.00	Per Day
Berm Set-up	\$435.00	Per Day
Berm	\$42.00	Per Day
<b><u>Bin Rentals</u></b>		
10 Cubic Yard Bin	\$17.00	Per Day
18 Cubic Yard Bin	\$17.00	Per Day
30 Cubic Yard Bin	\$17.00	Per Day
40 Cubic Yard Bin	\$22.00	Per Day
Dewatering Bin, 25 Cubic Yards	\$47.00	Per Day
10 Yard Mud Bin (Low Sides)	\$39.00	Per Day
Guzzler/ Bin Rental	\$125.00	Per Day
Vacuum Bin 25 Yard	\$75.00	Per Day
Ramps, Guzzler	\$300.00	Per Day
<b><u>Containers</u></b>		
275 Gallon Tote (New)	\$400.00	Each
275 Gallon Tote (Used)	\$275.00	Each
Tri-Wall Box	\$150.00	Each
85 Gallon Over-Pack Drum, Steel	\$290.00	Each
95 Gallon Over-Pack Drum, Poly	\$290.00	Each
5 Gallon DOT Approved Buckets	\$20.00	Each
Drum 15 Gal Poly Drum	\$55.00	Each
Drum, 15 Gal DOT 17-E	\$50.00	Each
Drum, 30 Gal, DOT Closed Top, Steel	\$55.00	Each
Drum, 30 Gal, DOT Open Top, Steel	\$55.00	Each
Drum, 30 Gal, DOT Poly	\$55.50	Each
Drum, 5 Gal Pail (Non DOT)	\$15.00	Each
Drum, 55 Gal, DOT 17h, Open Top, New Steel	\$58.00	Each
Drum, 55 Gal Poly	\$80.00	Each
Drum, 55 Gal, Open Top, Recon, Steel DOT 17h	\$48.00	Each

**Bare Equipment, Tools, and all Other Supplies Will be Billed at Standard Rates at All Times**

## Bare Equipment

	<u>Rate</u>	<u>UOM</u>
<b><u>Pumps</u></b>		
2" Double Diaphragm (M-8) Pump	\$75.00	Per Shift
2" Acid, Double Diaphragm Pump	\$180.00	Per Shift
3" Double Diaphragm (M-15) Pump	\$80.00	Per Shift
Electric Drum Pump	\$55.00	Per Shift
2" Submersible Pump	\$200.00	Per Shift
3" Trash Pump	\$190.00	Per Shift
Pogo (Hand) Pump	\$20.00	Each

<b><u>Miscellaneous Equipment</u></b>		
Band Saw (Portable)	\$70.00	Per Shift
Chain Saw	\$45.00	Per Shift
Circular Saw	\$25.00	Per Shift
Cordless Drill 18 Volt	\$20.00	Per Shift
Cutting Torch	\$95.00	Per Shift
Drill, Hammer Driver	\$25.00	Per Shift
Drum Deheader	\$25.00	Per Shift
Drum Dolly	\$15.00	Per Shift
Electric Circular Saw	\$25.00	Per Shift
Generators (1000- 5000 Watts)	\$155.00	Per Shift
Generators (Auxiliary)	\$90.00	Per Shift
Grinders, Pneumatic/ Electric	\$35.00	Per Shift
Grounding/ Bounding Cables	\$25.00	Per Shift
Impact Wrench (1/2 Inch Drive)	\$25.00	Per Shift
Impact Wrench (3/4 Inch Drive)	\$35.00	Per Shift
Jack Hammer (Electric)	\$80.00	Per Shift
Jack Hammer (Pneumatic)	\$45.00	Per Shift
Lawn Mower	\$40.00	Per Shift
Pallet Jack	\$50.00	Per Shift
River Buster	\$45.00	Per Shift
Sawzall, Reciprocating Saw	\$45.00	Per Shift
Soil Compactor (Manual)	\$60.00	Per Shift
Weed Eater	\$50.00	Per Shift
Wheel Barrow	\$20.00	Per Shift

<b><u>Traffic Control Equipment</u></b>		
Arrow Board (Trailer Mounted)	\$155.00	Per Shift
Cones (24" Reflective)	\$2.00	Each Per Shift
Delineators	\$2.75	Each Per Shift
Lane Closure Signals	\$38.00	Per Shift
Road Barricades	\$70.00	Per Shift

<b><u>Hoses and Pipes</u></b>		
½" x 50' Steam	\$10.00	Per Shift
¾" x 50' Air Line	\$10.00	Per Shift
1" x 50' Steam Hose	\$10.00	Per Shift
1" x 50' Water Line	\$10.00	Per Shift
2" x 25' Chemical/ Acid	\$30.00	Per Shift
2" x 25' Suction/ Discharge	\$15.00	Per Shift
3/8" x 50' Fresh Air Line	\$10.00	Per Shift
3" x 25' Suction/ Discharge	\$17.50	Per Shift
Couplers and Fitting	\$1.25	Per Shift
Vacuum Hose 2' ½" x 50' Fire Hose	\$10.00	Per Shift
Vacuum Hose 4" x 25' Suction/ Discharge	\$22.50	Per Shift
Vacuum Hose 4" / 6" / 8" Flex Hose	\$3.00	Per Pipe/Day
Vacuum Hose 6" / 8" x10' Hard Pipe	\$15.00	Per Pipe/Day

**Bare Equipment, Tools, and all Other Supplies Will be Billed at Standard Rates at All Times**



## **Bare Equipment**

	<b><u>Rate</u></b>	<b><u>UOM</u></b>
<b><u>Disposable Plastic</u></b>		
55 Gallon Drum Liner	\$1.75	Each
Bin Liner	\$45.00	Each
End Dump Liners	\$44.00	Each
Plastic Sheeting 4-Mil	\$80.00	Per Roll
Plastic Sheeting 6-Mil	\$90.00	Per Roll
Plastic Sheeting 8-Mil	\$110.00	Per Roll
Plastic Sheeting 10-Mil	\$150.00	Per Roll
<b><u>Monitoring Equipment</u></b>		
4-Gas Meter	\$190.00	Per Shift
Drager Test Kit	\$70.00	Per Shift
Drager Test Tubes	\$15.00	Each
Mercury Vacuum	\$575.00	Per Shift
Mercury Vapor Analyzer	\$450.00	Per Shift
Ph Meter	\$45.00	Per Shift
PID Meter	\$450.00	Per Shift

**Bare Equipment, Tools, and all Other Supplies Will be Billed at Standard Rates at All Times**

## Bare Equipment

	<u>Rate</u>	<u>UOM</u>
<b><u>Emergency Response (Reusables)</u></b>		
5 Minute Escape Bottle w/mask & 300' Air Hose	\$225.00	Per Shift
Air Blower, Electric	\$120.00	Per Shift
Body Harness Front/Back "D" Ring	\$25.00	Per Shift
Boots, HAZMAT	\$80.00	Per Pair
Boots, PVC	\$30.00	Per Pair
Brush, Scrub (Decon)	\$8.50	Each
Explosion Proof Flashlight	\$15.00	Per Shift
Explosion Proof Lighting (Confined Space)	\$50.00	Per Shift
Extraction Device (Tri-Pod)	\$175.00	Per Shift
Flashlight (2 cell)	\$10.00	Each
Flashlight (Lantern)	\$21.00	Each
Full Face Respirator Without Cartridges	\$45.00	Per Shift
Goggles	\$7.00	Each
Hand Auger, Soil Sampling	\$40.00	Per Shift
HAZCAT Kit	\$180.00	Per Shift
HAZCAT Test	\$35.00	Per Test
Hepa Vacuum	\$175.00	Per Shift
Hudson Sprayer	\$25.00	Each
Infrared Laser Thermometer	\$45.00	Per Shift
Ladders, Extension 16'-24'	\$45.00	Per Shift
Oxygen Cylinder (90 min.)	\$100.00	Each
Positive Pressure Mask	\$40.00	Per Shift
Satellite Phone	\$100.00	Per Day
SCBA 30 Minute	\$80.00	Each
SCBA Replacement Bottle	\$40.00	Each

<b><u>General Jobsite Safety</u></b>		
Absorbent (Super Fine)	\$18.00	Per Bag
Absorbent Pads	\$80.00	Per Bundle
Asbestos Bags	\$85.00	Per Roll
Asbestos Bag	\$2.00	Each
Bag, Burlap	\$5.00	Each
Bag, Sand (Filled)	\$4.75	Each
Barricade Tape (Assorted)	\$10.00	Per Roll
Batteries (flashlight)	\$2.25	Each
Batteries (Lantern)	\$5.00	Each
Bio-Solve Cleaner	\$49.25	Per Gallon
Camera, Digital	\$30.00	Per Day
Cellular Phone	\$40.00	Per Day
Citric Acid	\$3.45	Per Lb
Citric Acid, (50 lbs.)	\$89.00	Per Bag
Cleaner, Hand	\$10.00	Each
Drinking Water	\$20.00	Per Case
Duct Tape	\$8.00	Per Roll
Kalawaso Tubes/Drum Thieves	\$180.00	Per Dozen
Kalawaso Tube/Drum Thieves	\$15.00	Each
Rags	\$55.00	Per Box
Rope, Nylon ½" DOT	\$0.90	Per Foot
Rope, Nylon ¾"	\$1.90	Per Foot

### **Minimum Charges:**

A four (4) hour minimum charge is required on all deployments of personnel and equipment.

### **Out of Town Charges:**

Per diem rate is \$102.00 per man per day.

### **Subcontractor and Disposal Charges:**

All subcontracted and disposal fees will be invoiced by American Integrated Services, Inc.

### **Fuel Surcharge:**

AIS fuel surcharge applies to all equipment and trucks.

**Bare Equipment, Tools, and all Other Supplies Will be Billed at Standard Rates at All Times**



1508 East 33<sup>rd</sup> Street  
Signal Hill, CA 90755  
Tel: 562-206-2770  
Fax: 562-206-2773  
Email: [services@AQenvlabs.com](mailto:services@AQenvlabs.com)

To: Steve Ridenour  
Alta Environmental  
3777 Long Beach Blvd. Annex Bldg  
Long Beach, CA 90807

From: Tina Tabatt  
[ctabatt@AQenvlabs.com](mailto:ctabatt@AQenvlabs.com)

## Price Schedule

Analysis Type	same day	24-hr	48-hr	3-5day
PLM	\$15.00	\$7.50	\$6.50	\$5.50
PLM 1000-Point count	\$60.00	\$50.00	\$45.00	\$40.00
PLM 400-Point count	\$45.00	\$40.00	\$35.00	\$30.00
PLM w/ Gravimetric Prep	\$30.00	\$27.00	\$24.00	\$20.00
PCM	\$12.00	\$6.50	\$6.00	\$5.00
Lead (Paint/Air/Wipe/Soil)	\$16.00	\$9.00	\$8.50	\$7.00
TTLC (only)	\$25.00	\$18.00	\$16.00	\$12.00

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**Note: Prices effective for the duration of the contract.**

## 2016-2021 SCHEDULE OF FEES FOR CONSULTING SERVICES FOR LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS (LACDPW)

### 1. Technical Services

Technical Services performed by personnel of Aquilologic for hours actually spent on project activity, including office, field and travel time, will be charged as follows (in U.S. Dollars):

Professional Personnel*		Support Personnel	
Corporate Executive	\$390	Administrative Manager	\$113
Principal	\$305	Project Accountant	\$97
Senior Manager	\$225	Project Assistant	\$75
Project Manager	\$205	Senior Designer	\$113
Senior Technical	\$205	Design Draftsperson	\$97
Project Technical	\$147	Field Services Manager	\$113
Staff Technical	\$113	Field Technician	\$75
Intern	\$70	Laborer	\$48

\*Includes all engineers, scientists and all other project professionals

**There will be no annual escalation for the term of the contract with the Los Angeles County Department of Public Works (LACDPW), and the above fee schedule will be in effect for the duration of the contract.**

Unless otherwise agreed to in writing, time will be billed in half hour increments. All overtime (hourly or non-exempt support staff) will be billed at 1.25 times the above rates. Night, weekend or holiday work requested by the client (all staff) will be billed at 1.25 times the above rates. Specialist services (e.g. consulting boards, advisory panels or similar specialist consultation, declarations, deposition and trial preparation) will be billed at 1.5 times the above rates (with a four-hour minimum). Deposition and trial testimony will be billed at 2 times the above rates (with an eight hour minimum).

### 2. Subsistence and Expenses

Living and travel expenses incurred by personnel of Aquilologic associated with a project will be charged at cost only if approved by the County. A fixed per diem can be negotiated for specific projects.

### 3. Materials, Subcontracts, and Equipment Rental

Direct material, equipment, outside services, and other expenses contracted or incurred by Aquilologic on behalf of a project will be charged at cost. These disbursements include, but are not limited to: Field Equipment (e.g. field vehicles, etc.); subcontractor Services (e.g. laboratory analyses, etc.); materials and supplies (e.g. Sampling supplies, etc.); and other expenses (e.g. work permits, bonds, etc.).



## **LACO Fee Schedule – On-Call**

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### **Environmental Services**

**(prices are valid for the term of contract)**

<u>Professional Services:</u>	Standard	OT/Holiday
Principal/ CIH/CSP	\$180/hr*	\$260.00
Project Manager	\$100/hr	\$150.00
Project Professional (CAC)	\$100/hr	\$140.00
 Technician Services:		
Certified Asbestos Site Surveillance Technician (CSST)	\$ 90.00	\$120.00
Certified Lead Inspector/ Risk Assessor/Monitor	\$ 90.00	\$120.00
Clerical	\$ 50.00	Not Applicable
 <u>Laboratory Analysis</u> <sup>1</sup> :		
Asbestos by PLM	\$14.00/sample	
Lead Bulk/Paint Chip	\$16.00/sample	
Mold – Surface	\$60.00/sample	
Mold – Aerocell – Total Spore	\$80.00/sample	
<u>Equipment:</u>		
XRF Direct Reading Lead Analyzer	\$ 300.00 per day	
 <u>Subcontracted Services:</u>	 at cost	

Deposition/Court Appearances are billed at a rate of \$300/hour for testimony at deposition or trial, to be billed in ½ hour increments. This rate for testimony shall apply both while waiting to give testimony, whether at an office or court, and for time taken for breaks or meals, as well as for time spent actually giving testimony.

All fees are portal to portal billing for time outside the Aurora offices. There is a 4 hour minimum for field work.

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<sup>1</sup> Laboratory analysis is based on standard turnaround time of 5 working days. Aurora is not responsible for laboratory delays. Faster analysis is available but laboratory surcharges will apply.

2016  
**RATE SCHEDULE**  
(Non-Prevailing Wage)

Exclusively for  
**ALTA ENVIRONMENTAL /**  
**LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS**

Effective August 1, 2016  
(Valid for term of Contract – Maximum 5 Years)  
All rates subject to FUEL SURCHARGE when in effect (see Page 6)

**TRANSPORTATION & DISPOSAL OF BULK SOIL**

**TRANSPORTATION & DISPOSAL OF BULK SOIL**

*Upon request, rates will be quoted on a “per ton” basis on a project specific basis*

**DISPOSAL OF NON-HAZARDOUS SOIL @ SOIL SAFE OF CALIFORNIA (TPST)**

Disposal Fee = \$35.00 - \$40.00/ton #

*# Rates are based on current disposal facility pricing, are subject to change if disposal facility rates increase.*

**DISPOSAL OF NON-HAZARDOUS SOIL @ CHIQUITA CANYON LANDFILL**

Disposal Fee (Daily Cover) = \$28.00 – 35.00 /ton #

Disposal Fee (Direct Landfill) = \$47.00 - \$55.00 /ton #

*# Rates are based on current disposal facility pricing, are subject to change if disposal facility rates increase.*

**END DUMP TRUCK RATES (Operated)**

*(Minimum = 4.0 hours)*

**UNIT TYPE**

**RATE**

End Dump Truck – Non-Hazardous\*:

\$100.00 - \$120.00 / hour

End Dump Truck – Hazardous\*:

\$110.00 - \$130.00 /hour

10-Wheeler Dump Truck – Non-Hazardous\*:

\$100.00 - \$120.00 / hour

10-Wheeler Dump Truck – Hazardous\*:

\$105.00 - \$130.00 /hour

*\*In most cases, End Dump rates will be charged on a tonnage basis (based on mileage).*

*Any clean-up load (last/final load available) will be invoiced as a 23-ton minimum load.*

**ROLL-OFF TRUCK (Operated) & BIN RENTAL RATES**

*(Minimum = 4.0 hours)*

**UNIT / EQUIPMENT TYPE**

**RATE**

Roll-off Truck:

\$105.00 / hour

Roll-off Truck (Overtime):

\$127.50 / hour

Roll-off Truck (Double-Time):

\$140.00 / hour

Roll-off Bins (15 & 40 Cubic Yard):

\$ 16.00 / day

Roll-off Bins / Sludge Bins (5 Cubic Yard):

\$ 26.50 / day

Plastic Bin Liners (3 mil):

\$ 37.00 / each

Plastic Bin Liners (6 mil):

\$112.50 / each

**STRAIGHT-TIME:**

First 8.0 hours worked between the hours of 5:00 a.m. and 6:00 p.m., Mon. -Fri.

**OVERTIME RATE:**

Any time worked over 8.0 hours in a workday, and any time before 5:00 a.m. or after 6:00 p.m., Monday through Friday. And, the first 12.0 hours worked on Saturday at the request of ALTA ENVIRONMENTAL.

**DOUBLE-TIME RATE:**

Any time worked over 12.0 consecutive hours in a workday. Any time worked on Sundays or Holidays at the request of ALTA ENVIRONMENTAL. Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

2016  
**RATE SCHEDULE**  
(Non-Prevailing Wage)

Exclusively for  
**ALTA ENVIRONMENTAL/  
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Effective August 1, 2016  
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**TRANSPORTATION & DISPOSAL  
OF WASTE CONTAINED IN DRUMS**

**“MILKRUN” TRANSPORTATION & DISPOSAL OF WASTE CONTAINED IN DRUMS**

**TRANSPORTATION & DISPOSAL – NON-HAZARDOUS**

	<b><u>RATE</u></b>
-- SOIL @ SOIL SAFE (TPST) (55 gal):	\$105.00 / drum * #
-- WATER @ DeMENNO KERDOON (55 gal):	\$105.00 / drum * #
-- INERT CONCRETE/ASPHALT DEBRIS (55-gal):	\$105.00 / drum * #
-- DRILLING MUD @ CROSBY & OVERTON or US ECOLOGY:	\$245.00 / drum * #
-- SOIL/SOLIDS (PPE, TRASH, DEBRIS, etc.) @ U.S. ECOLOGY:	\$210.00 / drum * #

**TRANSPORTATION & DISPOSAL – NON-RCRA (CALIF) HAZARDOUS**

	<b><u>RATE</u></b>
-- GAS/WATER MIXTURE @ DeMENNO KERDOON (55-gal):	\$200.00 / drum * #
-- LIQUIDS @ DeMENNO KERDOON (55-gal):	\$200.00 / drum * #
-- SOIL/SOLIDS (PPE, TRASH, DEBRIS, etc.) @ U.S. ECOLOGY (55-gal):	\$230.00 / drum * #

**TRANSPORTATION & DISPOSAL – RCRA-HAZARDOUS**

	<b><u>RATE</u></b>
-- SOIL/SOLIDS @ U.S. ECOLOGY - DIRECT LANDFILL (55-gal):	\$295.00 / drum * #
-- SOIL/SOLIDS @ U.S. ECOLOGY - STABILIZATION - METALS (55-gal):	\$305.00 / drum * #
-- SOIL/SOLIDS @ CLEAN HARBORS – INCINERATION (55-gal):	\$890.00 / drum * #
(Up to 500 lbs/drum / Excess invoiced at \$1.00/lb)	
-- GAS/WATER MIXTURE @ DeMENNO KERDOON (55-gal):	\$210.00 / drum * #
-- LIQUIDS @ DeMENNO KERDOON (55-gal):	\$245.00-\$320.00 / drum *#
-- LIQUIDS @ U.S. ECOLOGY (55-gal):	\$355.00 / drum * #

**ASSOCIATED ITEMS**

PROJECT MANAGEMENT & PROFILE FEE (also applies to Bulk Soil):	\$100.00-\$500.00 / project
DELIVERY OF EMPTY DRUMS (MILKRUN):	\$275.00-\$450.00 / trip
EMPTY “USED” STEEL DRUMS (55-gal):	No Charge
SALVAGE/OVERPACK DISPOSAL SURCHARGE (95-gal):	\$110.00 / drum #
SCRAPPING OF EMPTY STEEL DRUMS (55-gal):	\$ 25.00 / drum
ABSORBENT / SOLIDISORB (25 lb. Bag):	\$ 30.00 / bag
ONSITE TIME (TRANSFER OF WASTE):	\$110.00 / hour
HAND PUMP (for LIQUID WASTE TRANSFER):	\$ 22.50 / each
pH METER RENTAL:	\$ 21.50 / each
RIVET BUSTER (CUTTING OPEN DRUMS IN YARD):	\$110.00 / day
FedEx MANIFESTS (STANDARD OVERNIGHT):	\$ 25.00 / package

*BESI maintains an inventory of empty “USED” Drums available for delivery to project sites. These Drums are to be used to contain only Non-Hazardous waste. Hazardous waste may not be transported in “USED” Drums. If BESI is being contracted to remove the waste, these drums will be provided at no cost (free), other than delivery charges.*

*\* Site Set-up Fee (\$105.00): Any drum removal event with < 5 drums will be charged a \$100.00 Site Set-up Fee (in addition to the per drum rate).*

*# Rates are based on current disposal facility pricing, are subject to change if disposal facility rates increase. Rates for other waste will be quoted upon request on a project specific basis.*

2016  
**RATE SCHEDULE**  
(Non-Prevailing Wage)

Exclusively for  
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LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS

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**TRANSPORTATION & DISPOSAL**  
**OF WASTE CONTAINED IN DRUMS**

**DRUM TRUCK/FLATRACK TRUCK RATES (Operated)**

(Minimum = 4.0 hours)

<b><u>UNIT TYPE</u></b>	<b><u>RATE</u></b>
Drum Truck with Lift Gate:	\$105.00 / hour
Drum Truck with Lift Gate (Overtime):	\$127.50 / hour
Drum Truck with Lift Gate (Double-Time):	\$140.00 / hour

**STRAIGHT-TIME:**

First 8.0 hours worked between the hours of 5:00 a.m. and 6:00 p.m., Mon. -Fri.

**OVERTIME RATE:**

Any time worked over 8.0 hours in a workday, and any time before 5:00 a.m. or after 6:00 p.m., Monday through Friday. And, the first 12.0 hours worked on Saturday at the request of ALTA ENVIRONMENTAL.

**DOUBLE-TIME RATE:**

Any time worked over 12.0 consecutive hours in a workday. Any time worked on Sundays or Holidays at the request of ALTA ENVIRONMENTAL.

**ASSOCIATED ITEMS**

**RATE**

**NEW STEEL DRUMS (EMPTY)**

NEW - 15-Gal UN/DOT OPEN-TOP (w/ PLAIN LID):	\$ 75.00 / drum
NEW - 15-Gal UN/DOT CLOSED-TOP:	\$ 65.00 / drum
NEW - 30-Gal UN/DOT CLOSED-TOP:	\$ 64.00 / drum
NEW - 55-Gal UN/DOT CLOSED-TOP:	\$ 78.00 / drum
NEW - 55-Gal UN/DOT OPEN-TOP (w/ BUNG):	\$ 87.00 / drum
NEW - 55-Gal UN/DOT OPEN-TOP (w/ PLAIN LID):	\$ 87.00 / drum

**RECONDITIONED STEEL DRUMS (EMPTY)**

**RATE**

RECON - 30-Gal UN/DOT OPEN-TOP (w/ PLAIN LID):	\$ 56.00 / drum
RECON - 55-Gal UN/DOT OPEN-TOP (w/ PLAIN LID):	\$ 48.00 / drum
RECON - 55-Gal UN/DOT CLOSED-TOP:	\$ 48.00 / drum
RECON - 55-Gal UN/DOT OPEN-TOP (w/ BUNG):	\$ 48.00 / drum

**NEW POLY DRUMS (EMPTY)**

**RATE**

NEW - 3.5-Gal Non-DOT PAIL:	\$ 34.00 / drum
NEW - 5-Gal UN/DOT PAIL:	\$ 39.00 / drum
NEW - 15-Gal UN/DOT OPEN-TOP:	\$ 66.00 / drum
NEW - 15-Gal UN/DOT CLOSED-TOP:	\$ 45.00 / drum
NEW - 55-Gal UN/DOT CLOSED-TOP:	\$ 63.00 / drum

**RECONDITIONED POLY DRUMS (EMPTY)**

RECON - 15-Gal UN/DOT OPEN-TOP:	\$ 47.00 / drum
RECON - 15-Gal UN/DOT CLOSED-TOP:	\$ 37.00 / drum
RECON - 30-Gal UN/DOT OPEN-TOP:	\$ 44.00 / drum
RECON - 30-Gal UN/DOT CLOSED-TOP:	\$ 37.00 / drum
RECON - 55-Gal UN/DOT OPEN-TOP:	\$ 59.00 / drum
RECON - 55-Gal UN/DOT CLOSED-TOP:	\$ 39.00 / drum
RECON - 55-Gal UN/DOT CLOSED-TOP (Opaque/Clear):	\$ 43.00 / drum



2016  
**RATE SCHEDULE**  
(Non-Prevailing Wage)

Exclusively for  
ALTA ENVIRONMENTAL/  
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS

Effective August 1, 2016  
(Valid for term of Contract – Maximum 5 Years)  
All rates subject to FUEL SURCHARGE when in effect (see Page 6)

**TRANSPORTATION & DISPOSAL**  
**OF WASTE CONTAINED IN DRUMS**

<b><u>ASSOCIATED ITEMS</u></b>	<b><u>RATE</u></b>
<b><u>OVERPACKS / SALVAGE DRUMS (EMPTY)</u></b>	
NEW - 95-Gal POLY UN/DOT SALVAGE DRUM - OPEN-TOP:	\$290.00 / drum
NEW - 95-Gal STEEL UN/DOT SALVAGE DRUM - OPEN-TOP:	\$230.00 / drum
USED - 95-Gal STEEL/POLY SALVAGE DRUM (Non-UN/DOT)- OPEN-TOP:	\$130.00 / drum
<b><u>MISC. CONTAINERS (EMPTY)</u></b>	
RECON – 250/275-Gal TOTE:	\$180.00 / tote
UN/DOT CUBIC-YARD BOX (EMPTY) w/ WOODEN PALLET:	\$ 92.00 / each
UN/DOT SUPERSACK (EMPTY):	\$ 40.00 / each
WOODEN PALLET:	\$ 25.00 / each

**ADDITIONAL LABOR & EQUIPMENT RATES**

**LABOR RATES**

(Minimum = 4.0 Hours)

<b><u>CATEGORY</u></b>	<b><u>STRAIGHT-TIME</u></b>	<b><u>OVERTIME</u></b>	<b><u>DOUBLE-TIME</u></b>
Field Technician I:	\$ 70.00 / hour	\$ 80.00 / hour	\$ 90.00 / hour
Field Technician II:	\$ 80.00 / hour	\$ 95.00 / hour	\$110.00 / hour
Heavy Equipment Operator:	\$ 80.00 / hour	\$ 95.00 / hour	\$110.00 / hour
Project Manager:	\$ 90.00 / hour	\$110.00 / hour	\$130.00 / hour
Waste Consultant:	\$125.00 / hour	N/A	N/A

**STRAIGHT-TIME:**

First 8.0 hours worked between the hours of 5:00 a.m. and 6:00 p.m., Mon. -Fri.

**OVERTIME RATE:**

Any time worked over 8.0 hours in a workday, and any time before 5:00 a.m. or after 6:00 p.m., Monday through Friday. And, the first 12.0 hours worked on Saturday at the request of ALTA ENVIRONMENTAL.

**DOUBLE-TIME RATE:**

Any time worked over 12.0 consecutive hours in a workday. Any time worked on Sundays or Holidays at the request of ALTA ENVIRONMENTAL.

**EQUIPMENT RATES (Non-Operated)**

(Minimum = 4.0 hours)

<b><u>UNIT TYPE</u></b>	<b><u>RATE</u></b>	<b><u>UNIT TYPE</u></b>	<b><u>RATE</u></b>
Pickup Truck/Crew Truck:	\$25.00-\$50.00 / hour	Air Compressor Unit (Trailer):	\$340.00 / day
Pressure Washer (Cold Water):	\$155.00 / day	Generator:	\$205.00 / day
Response Truck:	\$575.00 / day	LEL Meter:	\$125.00 / day
Drum-it with Mini-Vac Unit:	\$650.00 / day	Double Diaphragm Pump:	\$235.00 / day
Drum-it (no Mini Vac Unit):	\$160.00 / day	Forklift /	
		Loading Equipment:	Quoted upon request

2016  
**RATE SCHEDULE**  
(Non-Prevailing Wage)Exclusively for  
**ALTA ENVIRONMENTAL/  
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS**Effective August 1, 2016  
(Valid for term of Contract – Maximum 5 Years)  
All rates subject to FUEL SURCHARGE when in effect (see Page 6)**TRANSPORTATION & DISPOSAL  
OF BULK LIQUIDS BY VACUUM TRUCK****BULK DISPOSAL OF NON-HAZARDOUS OILY WATER (STANDARD) @ DeMENNO KERDOON**

<u>DESCRIPTION</u>	<u>RATE</u>
Disposal Fee:	\$ 0.65/gallon #
Disposal Solids Surcharge:	\$ 3.35/gallon #
Truck Washout Fee:	\$325.00/washout #

**BULK DISPOSAL OF HAZARDOUS OILY WATER (STANDARD) @ DeMENNO KERDOON**

<u>DESCRIPTION</u>	<u>RATE</u>
Disposal Fee:	\$ 0.65/gallon #
Disposal Solids Surcharge:	\$ 3.28/gallon #
Truck Washout Fee:	\$345.00/washout #

*# Rates are based on current disposal facility pricing, are subject to change if disposal facility rates increase.***DISPOSAL OF OTHER BULK LIQUIDS***Rates will be quoted upon request on a project specific basis***VACUUM TRUCK RATES (Operated)***(Minimum = 4.0 hours)*

<u>UNIT /EQUIPMENT TYPE</u>	<u>STRAIGHT-TIME</u>	<u>OVERTIME</u>	<u>DOUBLE-TIME</u>	<u>NIGHT WORK</u>
Vacuum Truck 70 BBL Mild Steel:	\$ 98.00 / hour	\$114.00 / hour	\$140.00 / hour	\$140.00 / hour
Vacuum Truck 100 BBL Mild Steel:	\$102.00 / hour	\$123.00 / hour	\$150.00 / hour	\$150.00 / hour

**ASSOCIATED ITEMS**

<b>PROJECT MANAGEMENT &amp; PROFILE FEE:</b>	\$100.00-\$500.00 / project
Surge Block:	\$ 30.50 / day
PVC Stingers / Schedule 40 – 1" Standard (10-ft section):	\$ 18.50 / each
PVC Stingers / Schedule 40 – ½" or ¾" Special In-Line (10-ft section):	\$ 25.75 / each
PVC Stingers / Schedule 40 – 1" Special In-Line (10-ft section):	\$ 28.25 / each
PVC Stingers / Schedule 40 – 1 ½" Special In-Line (10-ft section):	\$ 30.50 / each
PVC Stingers / Schedule 40 – 2" Special In-Line (10-ft section):	\$ 34.25 / each
Air Assist / Deep Wells:	\$ 36.75 / well

**STRAIGHT-TIME:**

First 8.0 hours worked between the hours of 5:00 a.m. and 6:00 p.m., Mon. -Fri.

**OVERTIME RATE:**

Any time worked over 8.0 hours in a workday, Monday through Friday. And, the first 12.0 hours worked on Saturday at the request of ALTA ENVIRONMENTAL.

**DOUBLE-TIME RATE:**

Any time worked over 12.0 consecutive hours in a workday. Any time worked on Sundays or Holidays at the request of ALTA ENVIRONMENTAL.

**NIGHT WORK:**

Any time worked that starts after 6:00 p.m. and/or before 5:00 a.m. at the request of ALTA ENVIRONMENTAL.

## Belshire Environmental Services, Inc. Fuel Surcharge Rates

The following rate tables were established in response to escalating diesel fuel prices. The surcharges are based on weekly diesel fuel rates determined by the Energy Information Administration (EIA). Standard Rates will be adjusted upward/downward as diesel rates rise/fall. If diesel fuel rates exceed the fuel ranges shown in the tables, the surcharges will follow the linear trends established in these tables. Adjustments to the surcharges will be made on a weekly basis, based on the current diesel fuel price for that week.

**TRANSPORTATION EQUIPMENT:** The Fuel Surcharge Rates shown in the table below apply to all transportation equipment on our Rate Schedule, except for vacuum trucks.

Fuel Range			Surcharge
\$1.92	-	\$2.01	7.00%
\$2.02	-	\$2.11	8.00%
\$2.12	-	\$2.21	9.00%
\$2.22	-	\$2.31	10.00%
\$2.32	-	\$2.41	11.00%
\$2.42	-	\$2.51	12.00%
\$2.52	-	\$2.61	13.00%
\$2.62	-	\$2.71	14.00%
\$2.72	-	\$2.81	15.00%
\$2.82	-	\$2.91	16.00%
\$2.92	-	\$3.01	17.00%
\$3.02	-	\$3.11	18.00%

Fuel Range			Surcharge
\$3.12	-	\$3.21	19.00%
\$3.22	-	\$3.31	20.00%
\$3.32	-	\$3.41	21.00%
\$3.42	-	\$3.51	22.00%
\$3.52	-	\$3.61	23.00%
\$3.62	-	\$3.71	24.00%
\$3.72	-	\$3.81	25.00%
\$3.82	-	\$3.91	26.00%
\$3.92	-	\$4.01	27.00%
\$4.02	-	\$4.11	28.00%
\$4.12	-	\$4.21	29.00%
\$4.22	-	\$4.31	30.00%

Fuel Range			Surcharge
\$4.32	-	\$4.41	31.00%
\$4.42	-	\$4.51	32.00%
\$4.52	-	\$4.61	33.00%
\$4.62	-	\$4.71	34.00%
\$4.72	-	\$4.81	35.00%
\$4.82	-	\$4.91	36.00%
\$4.92	-	\$5.01	37.00%
\$5.02	-	\$5.11	38.00%
\$5.12	-	\$5.21	39.00%
\$5.22	-	\$5.31	40.00%
\$5.32	-	\$5.41	41.00%
\$5.42	-	\$5.51	42.00%

**DRUMS:** A fuel surcharge is added to our standard Drum rates based on the table below. A fuel surcharge rate will be added based on the number of drums removed from the site on any single drum removal trip. A minimum charge of 4 drums will be charged on any drum removal trip.

Fuel Range			Surcharge Per Drum
\$2.01		\$2.50	\$2.50
\$2.51		\$3.00	\$4.00
\$3.01	-	\$3.50	\$5.00
\$3.51	-	\$4.00	\$6.25
\$4.01	-	\$4.50	\$7.50
\$4.51	-	\$5.00	\$8.75
\$5.01	-	\$5.50	\$10.00
\$5.51	-	\$6.00	\$11.25
\$6.01	-	\$6.50	\$12.50
\$6.51	-	\$7.00	\$13.75
Minimum Fuel Surcharge is based on four drums.			

**VACUUM TRUCKS:** The Fuel Surcharge Rates shown in the table below apply to subcontracted vacuum truck and related equipment for projects in Southern California. Shown in the Surcharge column are the Surcharge for sites ≤ 140 miles from Orange County yard, followed by Surcharge for site > 140 miles from Orange County yard.

Fuel Range			Surcharge
\$1.92	-	\$2.61	0.0%
\$2.62	-	\$2.71	4.0% / 7.5%
\$2.72	-	\$2.81	5.0% / 7.5%
\$2.82	-	\$2.91	5.0% / 9.5%
\$2.92		\$3.01	6.0% / 9.5%

Fuel Range			Surcharge
\$3.02	-	\$3.11	7.0% / 11.5%
\$3.12	-	\$3.21	7.0% / 11.5%
\$3.22	-	\$3.31	8.0% / 13.5%
\$3.32	-	\$3.41	8.0% / 13.5%
\$3.42	-	\$3.51	9.0% / 15.5%

Fuel Range			Surcharge
\$3.52	-	\$3.61	10.0% / 15.5%
\$3.62	-	\$3.71	10.0% / 17.5%
\$3.72	-	\$3.81	11.0% / 17.5%
\$3.82		\$3.91	11.0% / 19.5%
\$3.92		\$4.01	12.0% / 19.5%

2016  
**RATE SCHEDULE**  
(Prevailing Wage)

Exclusively for  
**ALTA ENVIRONMENTAL /**  
**LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS**

Effective August 1, 2016  
(Valid for term of Contract – Maximum 5 Years)  
All rates subject to FUEL SURCHARGE when in effect (see Page 6)

**TRANSPORTATION & DISPOSAL OF BULK SOIL**

**TRANSPORTATION & DISPOSAL OF BULK SOIL**

*Upon request, rates will be quoted on a “per ton” basis on a project specific basis*

**DISPOSAL OF NON-HAZARDOUS SOIL @ SOIL SAFE OF CALIFORNIA (TPST)**

Disposal Fee = \$35.00 - \$40.00/ton #

*# Rates are based on current disposal facility pricing, are subject to change if disposal facility rates increase.*

**DISPOSAL OF NON-HAZARDOUS SOIL @ CHIQUITA CANYON LANDFILL**

Disposal Fee (Daily Cover) = \$28.00 – 35.00 /ton #

Disposal Fee (Direct Landfill) = \$47.00 - \$55.00 /ton #

*# Rates are based on current disposal facility pricing, are subject to change if disposal facility rates increase.*

**END DUMP TRUCK RATES (Operated)**

*(Minimum = 4.0 hours)*

**UNIT TYPE**

**RATE**

End Dump Truck – Non-Hazardous\*:

\$100.00 - \$120.00 / hour

End Dump Truck – Hazardous\*:

\$110.00 - \$130.00 /hour

10-Wheeler Dump Truck – Non-Hazardous\*:

\$100.00 - \$120.00 / hour

10-Wheeler Dump Truck – Hazardous\*:

\$105.00 - \$130.00 /hour

*\*In most cases, End Dump rates will be charged on a tonnage basis (based on mileage).*

*Any clean-up load (last/final load available) will be invoiced as a 23-ton minimum load.*

**ROLL-OFF TRUCK (Operated) & BIN RENTAL RATES**

*(Minimum = 4.0 hours)*

**UNIT / EQUIPMENT TYPE**

**RATE**

Roll-off Truck:

\$115.00 / hour

Roll-off Truck (Overtime):

\$140.00 / hour

Roll-off Truck (Double-Time):

\$165.00 / hour

Roll-off Bins (15 & 40 Cubic Yard):

\$ 16.00 / day

Roll-off Bins / Sludge Bins (5 Cubic Yard):

\$ 26.50 / day

Plastic Bin Liners (3 mil):

\$ 37.00 / each

Plastic Bin Liners (6 mil):

\$112.50 / each

**STRAIGHT-TIME:**

First 8.0 hours worked between the hours of 5:00 a.m. and 6:00 p.m., Mon. -Fri.

**OVERTIME RATE:**

Any time worked over 8.0 hours in a workday, and any time before 5:00 a.m. or after 6:00 p.m., Monday through Friday. And, the first 12.0 hours worked on Saturday at the request of ALTA ENVIRONMENTAL.

**DOUBLE-TIME RATE:**

Any time worked over 12.0 consecutive hours in a workday. Any time worked on Sundays or Holidays at the request of ALTA ENVIRONMENTAL. Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

2016  
**RATE SCHEDULE**  
(Prevailing Wage)

Exclusively for  
**ALTA ENVIRONMENTAL/  
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS**

Effective August 1, 2016  
(Valid for term of Contract – Maximum 5 Years)  
All rates subject to FUEL SURCHARGE when in effect (see Page 6)

**TRANSPORTATION & DISPOSAL  
OF WASTE CONTAINED IN DRUMS**

**“MILKRUN” TRANSPORTATION & DISPOSAL OF WASTE CONTAINED IN DRUMS**

**TRANSPORTATION & DISPOSAL – NON-HAZARDOUS**

	<b><u>RATE</u></b>
-- SOIL @ SOIL SAFE (TPST) (55 gal):	\$115.00 / drum * #
-- WATER @ DeMENNO KERDOON (55 gal):	\$115.00 / drum * #
-- INERT CONCRETE/ASPHALT DEBRIS (55-gal):	\$115.00 / drum * #
-- DRILLING MUD @ CROSBY & OVERTON or US ECOLOGY:	\$255.00 / drum * #
-- SOIL/SOLIDS (PPE, TRASH, DEBRIS, etc.) @ U.S. ECOLOGY:	\$220.00 / drum * #

**TRANSPORTATION & DISPOSAL – NON-RCRA (CALIF) HAZARDOUS**

	<b><u>RATE</u></b>
-- GAS/WATER MIXTURE @ DeMENNO KERDOON (55-gal):	\$210.00 / drum * #
-- LIQUIDS @ DeMENNO KERDOON (55-gal):	\$210.00 / drum * #
-- SOIL/SOLIDS (PPE, TRASH, DEBRIS, etc.) @ U.S. ECOLOGY (55-gal):	\$240.00 / drum * #

**TRANSPORTATION & DISPOSAL – RCRA-HAZARDOUS**

	<b><u>RATE</u></b>
-- SOIL/SOLIDS @ U.S. ECOLOGY - DIRECT LANDFILL (55-gal):	\$305.00 / drum * #
-- SOIL/SOLIDS @ U.S. ECOLOGY - STABILIZATION of METALS (55-gal):	\$315.00 / drum * #
-- SOIL/SOLIDS @ CLEAN HARBORS – INCINERATION (55-gal):	\$900.00 / drum * #
(Up to 500 lbs/drum / Excess invoiced at \$1.05/lb)	
-- GAS/WATER MIXTURE @ DeMENNO KERDOON (55-gal):	\$220.00 / drum * #
-- LIQUIDS @ DeMENNO KERDOON (55-gal):	\$255.00-\$330.00 / drum *#
-- LIQUIDS @ U.S. ECOLOGY - SOLIDIFICATION (55-gal):	\$365.00 / drum * #

**ASSOCIATED ITEMS**

PROJECT MANAGEMENT & PROFILE FEE (also applies to Bulk Soil):	\$100.00-\$500.00 / project
DELIVERY OF EMPTY DRUMS (MILKRUN):	\$290.00-\$475.00 / trip
EMPTY “USED” STEEL DRUMS (55-gal):	No Charge
SALVAGE/OVERPACK DISPOSAL SURCHARGE (95-gal):	\$110.00 / drum #
SCRAPPING OF EMPTY STEEL DRUMS (55-gal):	\$ 25.00 / drum
ABSORBENT / SOLIDISORB (25 lb. Bag):	\$ 30.00 / bag
ONSITE TIME (TRANSFER OF WASTE):	\$110.00 / hour
HAND PUMP (for LIQUID WASTE TRANSFER):	\$ 22.50 / each
pH METER RENTAL:	\$ 21.50 / each
RIVET BUSTER (CUTTING OPEN DRUMS IN YARD):	\$110.00 / day
FedEx MANIFESTS (STANDARD OVERNIGHT):	\$ 25.00 / package

*BESI maintains an inventory of empty “USED” Drums available for delivery to project sites. These Drums are to be used to contain only Non-Hazardous waste. Hazardous waste may not be transported in “USED” Drums. If BESI is being contracted to remove the waste, these drums will be provided at no cost (free), other than delivery charges.*

*\* Site Set-up Fee (\$105.00): Any drum removal event with < 5 drums will be charged a \$100.00 Site Set-up Fee (in addition to the per drum rate).*

*# Rates are based on current disposal facility pricing, are subject to change if disposal facility rates increase. Rates for other waste will be quoted upon request on a project specific basis.*

2016  
**RATE SCHEDULE**  
(Prevailing Wage)

Exclusively for  
ALTA ENVIRONMENTAL/  
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS

Effective August 1, 2016  
(Valid for term of Contract – Maximum 5 Years)  
All rates subject to FUEL SURCHARGE when in effect (see Page 6)

**TRANSPORTATION & DISPOSAL**  
**OF WASTE CONTAINED IN DRUMS**

**DRUM TRUCK/FLATRACK TRUCK RATES (Operated)**

(Minimum = 4.0 hours)

<b><u>UNIT TYPE</u></b>	<b><u>RATE</u></b>
Drum Truck with Lift Gate:	\$115.00 / hour
Drum Truck with Lift Gate (Overtime):	\$140.00 / hour
Drum Truck with Lift Gate (Double-Time):	\$165.00 / hour

**STRAIGHT-TIME:**

First 8.0 hours worked between the hours of 5:00 a.m. and 6:00 p.m., Mon. -Fri.

**OVERTIME RATE:**

Any time worked over 8.0 hours in a workday, and any time before 5:00 a.m. or after 6:00 p.m., Monday through Friday. And, the first 12.0 hours worked on Saturday at the request of ALTA ENVIRONMENTAL.

**DOUBLE-TIME RATE:**

Any time worked over 12.0 consecutive hours in a workday. Any time worked on Sundays or Holidays at the request of ALTA ENVIRONMENTAL.

**ASSOCIATED ITEMS**

**RATE**

**NEW STEEL DRUMS (EMPTY)**

NEW - 15-Gal UN/DOT OPEN-TOP (w/ PLAIN LID):	\$ 75.00 / drum
NEW - 15-Gal UN/DOT CLOSED-TOP:	\$ 65.00 / drum
NEW - 30-Gal UN/DOT CLOSED-TOP:	\$ 64.00 / drum
NEW - 55-Gal UN/DOT CLOSED-TOP:	\$ 78.00 / drum
NEW - 55-Gal UN/DOT OPEN-TOP (w/ BUNG):	\$ 87.00 / drum
NEW - 55-Gal UN/DOT OPEN-TOP (w/ PLAIN LID):	\$ 87.00 / drum

**RECONDITIONED STEEL DRUMS (EMPTY)**

**RATE**

RECON - 30-Gal UN/DOT OPEN-TOP (w/ PLAIN LID):	\$ 56.00 / drum
RECON - 55-Gal UN/DOT OPEN-TOP (w/ PLAIN LID):	\$ 48.00 / drum
RECON - 55-Gal UN/DOT CLOSED-TOP:	\$ 48.00 / drum
RECON - 55-Gal UN/DOT OPEN-TOP (w/ BUNG):	\$ 48.00 / drum

**NEW POLY DRUMS (EMPTY)**

**RATE**

NEW - 3.5-Gal Non-DOT PAIL:	\$ 34.00 / drum
NEW - 5-Gal UN/DOT PAIL:	\$ 39.00 / drum
NEW - 15-Gal UN/DOT OPEN-TOP:	\$ 66.00 / drum
NEW - 15-Gal UN/DOT CLOSED-TOP:	\$ 45.00 / drum
NEW - 55-Gal UN/DOT CLOSED-TOP:	\$ 63.00 / drum

**RECONDITIONED POLY DRUMS (EMPTY)**

RECON - 15-Gal UN/DOT OPEN-TOP:	\$ 47.00 / drum
RECON - 15-Gal UN/DOT CLOSED-TOP:	\$ 37.00 / drum
RECON - 30-Gal UN/DOT OPEN-TOP:	\$ 44.00 / drum
RECON - 30-Gal UN/DOT CLOSED-TOP:	\$ 37.00 / drum
RECON - 55-Gal UN/DOT OPEN-TOP:	\$ 59.00 / drum
RECON - 55-Gal UN/DOT CLOSED-TOP:	\$ 39.00 / drum
RECON - 55-Gal UN/DOT CLOSED-TOP (Opaque/Clear):	\$ 43.00 / drum



2016  
**RATE SCHEDULE**  
(Prevailing Wage)Exclusively for  
ALTA ENVIRONMENTAL/  
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKSEffective August 1, 2016  
(Valid for term of Contract – Maximum 5 Years)  
All rates subject to FUEL SURCHARGE when in effect (see Page 6)TRANSPORTATION & DISPOSAL  
OF WASTE CONTAINED IN DRUMSASSOCIATED ITEMSRATEOVERPACKS / SALVAGE DRUMS (EMPTY)

NEW - 95-Gal POLY UN/DOT SALVAGE DRUM - OPEN-TOP:	\$290.00 / drum
NEW - 95-Gal STEEL UN/DOT SALVAGE DRUM - OPEN-TOP:	\$230.00 / drum
USED - 95-Gal STEEL/POLY SALVAGE DRUM (Non-UN/DOT)- OPEN-TOP:	\$130.00 / drum

MISC. CONTAINERS (EMPTY)

RECON – 250/275-Gal TOTE:	\$180.00 / tote
UN/DOT CUBIC-YARD BOX (EMPTY) w/ WOODEN PALLET:	\$ 92.00 / each
UN/DOT SUPERSACK (EMPTY):	\$ 40.00 / each
WOODEN PALLET:	\$ 25.00 / each

ADDITIONAL LABOR & EQUIPMENT RATESLABOR RATES

(Minimum = 4.0 Hours)

<u>CATEGORY</u>	<u>STRAIGHT-TIME</u>	<u>OVERTIME</u>	<u>DOUBLE-TIME</u>
Field Technician I:	\$ 90.00 / hour	\$110.00 / hour	\$130.00 / hour
Field Technician II:	\$100.00 / hour	\$120.00 / hour	\$145.00 / hour
Heavy Equipment Operator:	\$105.00 / hour	\$125.00 / hour	\$150.00 / hour
Project Manager:	\$100.00 / hour	\$120.00 / hour	\$145.00 / hour
Waste Consultant:	\$125.00 / hour	N/A	N/A

STRAIGHT-TIME:

First 8.0 hours worked between the hours of 5:00 a.m. and 6:00 p.m., Mon. -Fri.

OVERTIME RATE:

Any time worked over 8.0 hours in a workday, and any time before 5:00 a.m. or after 6:00 p.m., Monday through Friday. And, the first 12.0 hours worked on Saturday at the request of ALTA ENVIRONMENTAL.

DOUBLE-TIME RATE:

Any time worked over 12.0 consecutive hours in a workday. Any time worked on Sundays or Holidays at the request of ALTA ENVIRONMENTAL.

EQUIPMENT RATES (Non-Operated)

(Minimum = 4.0 hours)

<u>UNIT TYPE</u>	<u>RATE</u>	<u>UNIT TYPE</u>	<u>RATE</u>
Pickup Truck/Crew Truck:	\$25.00-\$50.00 / hour	Air Compressor Unit (Trailer):	\$340.00 / day
Pressure Washer (Cold Water):	\$155.00 / day	Generator:	\$205.00 / day
Response Truck:	\$575.00 / day	LEL Meter:	\$125.00 / day
Drum-it with Mini-Vac Unit:	\$650.00 / day	Double Diaphragm Pump:	\$235.00 / day
Drum-it (no Mini Vac Unit):	\$160.00 / day	Forklift /	
		Loading Equipment:	Quoted upon request

2016  
**RATE SCHEDULE**  
(Prevailing Wage)Exclusively for  
**ALTA ENVIRONMENTAL/  
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS**Effective August 1, 2016  
(Valid for term of Contract – Maximum 5 Years)  
All rates subject to FUEL SURCHARGE when in effect (see Page 6)**TRANSPORTATION & DISPOSAL  
OF BULK LIQUIDS BY VACUUM TRUCK****BULK DISPOSAL OF NON-HAZARDOUS OILY WATER (STANDARD) @ DeMENNO KERDOON**

<u>DESCRIPTION</u>	<u>RATE</u>
Disposal Fee:	\$ 0.65/gallon #
Disposal Solids Surcharge:	\$ 3.35/gallon #
Truck Washout Fee:	\$325.00/washout #

**BULK DISPOSAL OF HAZARDOUS OILY WATER (STANDARD) @ DeMENNO KERDOON**

<u>DESCRIPTION</u>	<u>RATE</u>
Disposal Fee:	\$ 0.65/gallon #
Disposal Solids Surcharge:	\$ 3.28/gallon #
Truck Washout Fee:	\$345.00/washout #

*# Rates are based on current disposal facility pricing, are subject to change if disposal facility rates increase.***DISPOSAL OF OTHER BULK LIQUIDS***Rates will be quoted upon request on a project specific basis***VACUUM TRUCK RATES (Operated)***(Minimum = 4.0 hours)*

<u>UNIT /EQUIPMENT TYPE</u>	<u>STRAIGHT-TIME</u>	<u>OVERTIME</u>	<u>DOUBLE-TIME</u>	<u>NIGHT WORK</u>
Vacuum Truck 70 BBL Mild Steel:	\$119.00 / hour	\$149.00 / hour	\$179.00 / hour	\$179.00 / hour
Vacuum Truck 100 BBL Mild Steel:	\$129.00 / hour	\$160.50 / hour	\$192.00 / hour	\$192.00 / hour

**ASSOCIATED ITEMS**

<b>PROJECT MANAGEMENT &amp; PROFILE FEE:</b>	\$100.00-\$500.00 / project
Surge Block:	\$ 30.50 / day
PVC Stingers / Schedule 40 – 1” Standard (10-ft section):	\$ 18.50 / each
PVC Stingers / Schedule 40 – ½” or ¾” Special In-Line (10-ft section):	\$ 25.75 / each
PVC Stingers / Schedule 40 – 1” Special In-Line (10-ft section):	\$ 28.25 / each
PVC Stingers / Schedule 40 – 1 ½” Special In-Line (10-ft section):	\$ 30.50 / each
PVC Stingers / Schedule 40 – 2” Special In-Line (10-ft section):	\$ 34.25 / each
Air Assist / Deep Wells:	\$ 36.75 / well

**STRAIGHT-TIME:**

First 8.0 hours worked between the hours of 5:00 a.m. and 6:00 p.m., Mon. -Fri.

**OVERTIME RATE:**

Any time worked over 8.0 hours in a workday, Monday through Friday. And, the first 12.0 hours worked on Saturday at the request of ALTA ENVIRONMENTAL.

**DOUBLE-TIME RATE:**

Any time worked over 12.0 consecutive hours in a workday. Any time worked on Sundays or Holidays at the request of ALTA ENVIRONMENTAL.

**NIGHT WORK:**

Any time worked that starts after 6:00 p.m. and/or before 5:00 a.m. at the request of ALTA ENVIRONMENTAL.



## Belshire Environmental Services, Inc. Fuel Surcharge Rates

The following rate tables were established in response to escalating diesel fuel prices. The surcharges are based on weekly diesel fuel rates determined by the Energy Information Administration (EIA). Standard Rates will be adjusted upward/downward as diesel rates rise/fall. If diesel fuel rates exceed the fuel ranges shown in the tables, the surcharges will follow the linear trends established in these tables. Adjustments to the surcharges will be made on a weekly basis, based on the current diesel fuel price for that week.

**TRANSPORTATION EQUIPMENT:** The Fuel Surcharge Rates shown in the table below apply to all transportation equipment on our Rate Schedule, except for vacuum trucks.

Fuel Range			Surcharge
\$1.92	-	\$2.01	7.00%
\$2.02	-	\$2.11	8.00%
\$2.12	-	\$2.21	9.00%
\$2.22	-	\$2.31	10.00%
\$2.32	-	\$2.41	11.00%
\$2.42	-	\$2.51	12.00%
\$2.52	-	\$2.61	13.00%
\$2.62	-	\$2.71	14.00%
\$2.72	-	\$2.81	15.00%
\$2.82	-	\$2.91	16.00%
\$2.92	-	\$3.01	17.00%
\$3.02	-	\$3.11	18.00%

Fuel Range			Surcharge
\$3.12	-	\$3.21	19.00%
\$3.22	-	\$3.31	20.00%
\$3.32	-	\$3.41	21.00%
\$3.42	-	\$3.51	22.00%
\$3.52	-	\$3.61	23.00%
\$3.62	-	\$3.71	24.00%
\$3.72	-	\$3.81	25.00%
\$3.82	-	\$3.91	26.00%
\$3.92	-	\$4.01	27.00%
\$4.02	-	\$4.11	28.00%
\$4.12	-	\$4.21	29.00%
\$4.22	-	\$4.31	30.00%

Fuel Range			Surcharge
\$4.32	-	\$4.41	31.00%
\$4.42	-	\$4.51	32.00%
\$4.52	-	\$4.61	33.00%
\$4.62	-	\$4.71	34.00%
\$4.72	-	\$4.81	35.00%
\$4.82	-	\$4.91	36.00%
\$4.92	-	\$5.01	37.00%
\$5.02	-	\$5.11	38.00%
\$5.12	-	\$5.21	39.00%
\$5.22	-	\$5.31	40.00%
\$5.32	-	\$5.41	41.00%
\$5.42	-	\$5.51	42.00%

**DRUMS:** A fuel surcharge is added to our standard Drum rates based on the table below. A fuel surcharge rate will be added based on the number of drums removed from the site on any single drum removal trip. A minimum charge of 4 drums will be charged on any drum removal trip.

Fuel Range			Surcharge Per Drum
\$2.01		\$2.50	\$2.50
\$2.51		\$3.00	\$4.00
\$3.01	-	\$3.50	\$5.00
\$3.51	-	\$4.00	\$6.25
\$4.01	-	\$4.50	\$7.50
\$4.51	-	\$5.00	\$8.75
\$5.01	-	\$5.50	\$10.00
\$5.51	-	\$6.00	\$11.25
\$6.01	-	\$6.50	\$12.50
\$6.51	-	\$7.00	\$13.75
Minimum Fuel Surcharge is based on four drums.			

**VACUUM TRUCKS:** The Fuel Surcharge Rates shown in the table below apply to subcontracted vacuum truck and related equipment for projects in Southern California. Shown in the Surcharge column are the Surcharge for sites ≤ 140 miles from Orange County yard, followed by Surcharge for site > 140 miles from Orange County yard.

Fuel Range			Surcharge
\$1.92	-	\$2.61	0.0%
\$2.62	-	\$2.71	4.0% / 7.5%
\$2.72	-	\$2.81	5.0% / 7.5%
\$2.82	-	\$2.91	5.0% / 9.5%
\$2.92		\$3.01	6.0% / 9.5%

Fuel Range			Surcharge
\$3.02	-	\$3.11	7.0% / 11.5%
\$3.12	-	\$3.21	7.0% / 11.5%
\$3.22	-	\$3.31	8.0% / 13.5%
\$3.32	-	\$3.41	8.0% / 13.5%
\$3.42	-	\$3.51	9.0% / 15.5%

Fuel Range			Surcharge
\$3.52	-	\$3.61	10.0% / 15.5%
\$3.62	-	\$3.71	10.0% / 17.5%
\$3.72	-	\$3.81	11.0% / 17.5%
\$3.82		\$3.91	11.0% / 19.5%
\$3.92		\$4.01	12.0% / 19.5%

## Standard Rate Sheet (Revised August 1, 2016)

### Alta Environmental

Rates in this Schedule are good for 6 years

#### 1. COMPENSATION

Client shall pay CalClean the following lump sum and unit price bill rates for work performed. Such payments shall be deemed to include all of CalClean's costs, overhead, and profit for accomplishing such work.

#### 1.1 ALL INCLUSIVE BILL RATES FOR HIGH VACUUM DUAL PHASE EXTRACTION SERVICE

	<u>Net 30 Price</u>	<u>PWP* Price</u>
1 day of continuous usage	\$3,000	\$3,300
2 days of continuous usage	\$5,940	\$6,534
3 days of continuous usage	\$8,820	\$9,702
4 days of continuous usage	\$11,640	\$12,804
<b>5 days of continuous usage</b>	<b>\$14,400</b>	<b>\$15,840</b>
6 days of continuous usage	\$17,100	\$18,810
7 days of continuous usage	\$19,740	\$21,714
8 days of continuous usage	\$22,320	\$24,552
9 days of continuous usage	\$24,840	\$27,324
<b>10 days of continuous usage</b>	<b>\$27,300</b>	<b>\$30,030</b>
11 days of continuous usage	\$29,700	\$32,670
12 days of continuous usage	\$32,040	\$35,244
13 days of continuous usage	\$34,320	\$37,752
14 days of continuous usage	\$36,540	\$40,194
<b>15 days of continuous usage</b>	<b>\$38,700</b>	<b>\$42,570</b>
16 days of continuous usage	\$40,800	\$44,880
17 days of continuous usage	\$42,840	\$47,124
18 days of continuous usage	\$44,820	\$49,302
19 days of continuous usage	\$46,740	\$51,414
<b>20 days of continuous usage</b>	<b>\$48,000</b>	<b>\$52,800</b>
21 days of continuous usage	\$48,000	\$52,800
22 days of continuous usage	\$48,000	\$52,800
23 days of continuous usage	\$48,000	\$52,800
24 days of continuous usage	\$48,000	\$52,800
<b>25 days of continuous usage</b>	<b>\$48,000</b>	<b>\$52,800</b>
26 days of continuous usage	\$48,000	\$52,800
27 days of continuous usage	\$48,000	\$52,800
28 days of continuous usage	\$48,000	\$52,800
29 days of continuous usage	\$48,000	\$52,800
 <b>30 days of continuous usage</b>	 <b>\$48,000</b>	 <b>\$52,800</b>
<b>31-65 days</b>	<b>\$1,600 /day</b>	<b>\$1,760/day</b>
<b>65+ days</b>	<b>\$1,500 /day</b>	<b>\$1,650/day</b>

\* PWP = Pay When Paid within 15 days

A day is defined as usage for 24 consecutive hours. **Also see 1.3 below – Interruptible Rate Program for the best rate structure and lowest costs for site cleanup.**



Protecting America's Waters

Equipment downtime of up to two hours per day for maintenance/repairs of equipment is included in the rates. Additional downtime will be made up at end of event. Rates are portal to portal from job site to job site. Usage of additional trucks will follow above listed pricing.

\* The All-Inclusive Bill Rates include the following:

- Free technical input from company engineer(s) for site cleanup optimization
- The low noise truck or trailer-mounted 25-hp, 450-CFM high-vacuum Liquid Ring Pump for high-vacuum dual phase extraction (HVDPE) or high-vacuum soil vapor extraction (HVSVE)
- Inlet knockout tank for entrained liquids and silts
- Transfer pump capable of transferring liquids when unit is under high vacuum (>21"Hg)
- The required hoses and well seals for up to 5 extraction wells (2", 3", 4" or 6")
- Traffic control cones and flags (Street Traffic Control not included)
- Rubberized traffic-rated ramps to protect vacuum extraction hoses
- Grid electric power or a generator for electric power and diesel for the generator
- Natural gas or propane as supplemental fuel for the thermal/catalytic oxidizer system
- An equipment operator/technician during the project (8 hours per day included) to take readings, including vacuum and groundwater depth measurements
- Horiba MEXA-324JU analyzer for field measurements of gasoline range hydrocarbons (up to 10,000 ppmv measured as Hexane)
- Depth sounder or interface probe for groundwater depth measurements
- Manometers or magnehelics for vacuum measurements in observation wells

## 1.2 VARIABLE COSTS

**Mob/Demob of Groundwater Treatment Trailer** \$350 per event per job site

### **Groundwater Treatment System (Includes carbon disposal) Patent Pending**

(For influent gw >10,000 ppb TPH-g*)	\$0.35/gallon for first 10,000 gallons
	\$0.30/gallon for next 40,000 gallons
	\$0.25/gallon for next 50,000 gallons
	\$0.20/gallon for additional gallons
Maximum Charge for water treatment is \$28,000 for a 30-day event	

(For influent gw <10,000 ppb TPH-g*)	\$0.30/gallon for first 10,000 gallons
	\$0.25/gallon for next 40,000 gallons
	\$0.20/gallon for next 50,000 gallons
	\$0.18/gallon for additional gallons
Maximum Charge for water treatment is \$28,000 for a 30-day event	

\* TPH-g concentrations based on highest gw concentration in any extraction well over past 12 months)

**Down Hole Pump** \$70 per day per pump

**Tedlar Bags for Vapor Samples** \$12.00 each

**Permits for Air Districts or Water Discharge**

Various Locations Permits are Included in all-inclusive rates. Site-specific permits are billed at cost.

**1.3 INTERRUPTIBLE RATE PROGRAM (Recommended for longer remediation projects)**

Cost of \$1,400 per day (net 30) / \$1,540 (PWP) for the HVDPE system will be provided for a contract for 120 HVDPE days to be completed within nine months. Each return to the site will be for at least seven consecutive days, and each stay away from the site no more than thirty consecutive days. Invoices will be submitted on a monthly basis. Water treatment costs are as shown in Section 1.2 above with a 10% discount. If Client decides to cancel or suspend contract at any time, final invoice will be revised to recapture standard rates (see 1.1 above) from the first day of HVDPE operations and the additional costs included in the final invoice.

**Cascade Drilling, L.P.**  
**DAY RATE - FEE SUMMARY Alta Environmental**  
*Effective July 1, 2016*

**A. EQUIPMENT**

ARCH/Mud Rotary	Operation Rate w/3 Man Crew	\$5,500.00/DAY
CS-500 Sonic Drill Rig	Operation Rate w/3 Man Crew	\$5,000.00/DAY
CME 1050 All Terrain	Operation Rate w/3 Man Crew	\$3,500.00/DAY
CME Auger Drill Rig	Operation Rate w/3 Man Crew	\$2,850.00/DAY
CME Auger Drill Rig	Operation Rate w/2 Man Crew	\$2,450.00/DAY
Geoprobe Direct Push Rig	Operation Rate w/2 Man Crew	\$2,100.00/DAY
Geoprobe Direct Push Rig	Operation Rate w/1 Man Crew	\$1,700.00/DAY
Smeal Development Rig	Operation Rate w/2 Man Crew	\$2,250.00/DAY
Smeal Development Rig	Operation Rate w/1 Man Crew	\$1,850.00/DAY
Rotary Wash (Auger Platform)	Operation Rate w/2 Man Crew	\$2,450.00/DAY
Air Vacuum Rig	Operation Rate w/2 Man Crew	\$1,850.00/DAY
Extra Laborer		\$80.00/HR
Daily travel per employee		\$175/DAY

Day rates are based on 10 hour days (port to port and load out) and include 1 support vehicle and decon  
Additional charges may apply for work sites that require Level C or Level B Safety Protection.

**Cascade writes proposals for each individual project; the rates included herein are a guideline.**

**CANCELLATION:**

A fee of \$1,000.00 will apply for any job cancelled within 24 hours of the scheduled start time.

**MOBILIZATION:**

A fee of \$300-2500 will apply for project setup and mobilization depending on the project location.

**DAY RATE:**

Day rate includes up to 10 hours per day portal to portal to/from Cascade's office or hotel for out of town work, time in excess of 10 hours will be charged at 10% of the rig day rate per hour, plus overtime.

**OVERTIME:**

After 10 hours or on weekends, nights and holidays an overtime charge of \$ 75.00/hr. per man will be added.

**PREVAILING WAGE:**

For 3 Man Crew, add \$1500 to the Day Rate

For 2 Man Crew, add \$1000 to the Day Rate

For 1 Man Crew, add \$500 to the Day Rate

After 10 hours or on weekends, nights and holidays an overtime charge of \$ 95.00/hr. per man will be added.

**FOOTAGE/LUMP SUM:**

If a footage rate or lump sum bid is required for a project please contact our offices.



Cascade Technical Services (DBA Vironex Technical Services, LLC)  
 Sean Tannehill  
 1225 E. McFadden Ave  
 Santa Ana, CA 92705  
 (714) 647-6290 Office  
 (714) 412-4840 Cell  
[stannehill@cascade-env.com](mailto:stannehill@cascade-env.com)

**STANDARD RATE SCHEDULE FOR ALTA ENVIRONMENTAL**  
**(RATES VALID THE DURATION OF THE CONTRACT)**

<b><u>Description</u></b>	<b><u>Unit Rate</u></b>
<b><u>Sampling Services</u></b>	
Geoprobe 6600 (1-man crew).....	\$1,450.00/8 hr day
Geoprobe 66DT Track (2-man crew).....	\$2,250.00/8 hr day
Geoprobe 540M Limited Access (2-man crew).....	\$2,250.00/8 hr day
Geoprobe 8040 Track (2-man crew).....	\$4,200.00/8 hr day
Additional Technician.....	\$95.00/hour
Saturday Surcharge (man).....	\$350.00/8 hr day/man
Sunday Surcharge (man).....	\$450.00/8 hr day/man
Pressure Washer.....	\$125.00/day
Prevailing Wage (man).....	\$225.00/day
Prevailing Wage (2-man crew).....	\$450.00/day
Mobilization (<50 miles from home terminal) .....	\$175.00/day
Mobilization (>50 miles from home terminal).....	\$100/hour
Over time (after 8 hours) .....	\$175.00/hour/per man
Discrete Soil Sample Sleeves.....	\$6.00/each
Continuous Soil Cores Sleeves.....	\$4.00/foot
1" Poly Vapor Probe.....	\$25.00/each
Groundwater Samples ( 3/8" Tubing/ Bailers) (depth dependent).....	\$30.00/each
PVC pipe 3/4" x 5' screen.....	\$20.00/each
PVC pipe 3/4" x 5' blank.....	\$18.00/each
16 or 55 Gallon Waste Drum.....	\$65.00/each



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[stannehill@cascade-env.com](mailto:stannehill@cascade-env.com)

**STANDARD RATE SCHEDULE FOR ALTA ENVIRONMENTAL**  
**(RATES VALID FOR THE DURATION OF THE PROJECT)**

<b><u>Description</u></b>	<b><u>Unit Rate</u></b>
Stainless Steel Sub-Slab Implant.....	\$40.00/each
6" Permanent Stainless Steel Vapor Implant.....	\$65.00/each
Per Diem.....	\$185.00/day/man
Vapor Pin Rental.....	\$15.00/each/day
Concrete Coring (5" diameter x 8" thickness).....	\$65.00/each
Concrete Coring (10" diameter x 8" thickness).....	\$105.00/each
Concrete Coring (10" diameter x < 8" thickness).....	\$90.00/each
Flush Mount Surface Completion (6-inch).....	\$70.00/each
Flush Mount Surface Completion (8-inch).....	\$85.00/each
Flush Mount Surface Completion (10-inch).....	\$105.00/each
Flush Mount Surface Completion (12-inch).....	\$130.00/each
Tedlar Bags.....	\$14.00/each
Exhaust Venting System (DPT Rigs).....	\$550.00/day

**Injection Services**

Injection Services - Includes one (1) Injection Rig, one (1) Direct Push Rig, Tooling, & Crews (8-hour day).....	\$5,100.00/day
Mobilization.....	\$350.00/day
Injection Reporting and Health & Safety Plan.....	\$750.00/lump sum
Reagent Purchase (includes tax and freight).....	at Cost
Reagent Purchase Surcharge (includes hazardous material handling, temporary storage, and Documentation).....	35% of Reagent Cost
Reagent Receiving (loading and unloading, incl. forklift).....	\$375.00/per delivery



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Sean Tannehill

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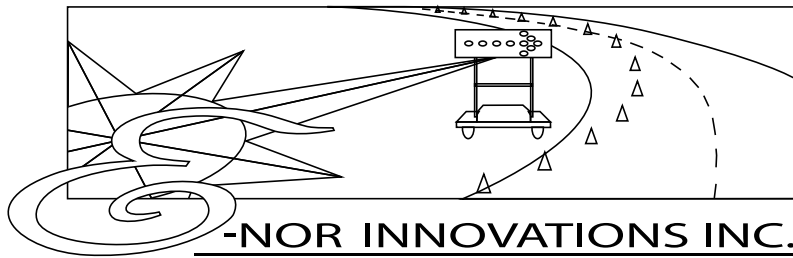
[stannehill@cascade-env.com](mailto:stannehill@cascade-env.com)

## **STANDARD RATE SCHEDULE FOR ALTA ENVIRONMENTAL**

**(RATES VALID FOR THE DURATION OF THE PROJECT)**

<b><u>Description</u></b>	<b><u>Unit Rate</u></b>
<b><u>High Resolution Site Characterization Services</u></b>	
MiHPT Testing - Includes one (1) HRSC Rig, one (1) Direct Push Rig 6600 or 6610, Tooling, & Crews (8-hour day).....	\$4,500.00/day
Mobilization.....	\$375.00/day
HRSC Backfill.....	\$2.00/foot
Data Imaging and MVS 3D Model.....	\$1,600.00/lump sum





**DVBE/SBE CERTIFIED CO. LIC. #931953**

**16213 Illinois Ave. Paramount, CA 90723**  
**(310)513-6209 Ph 310-513-6299 Fax**

**DVBE/SBE# 37084**  
**UDBE/DBE/MBE/SBE#37718**  
**Public Works DIR#1000007079**

**Date:** 8/29/16

**To:** Steve Ridenour, Alta Environmental

**PROJECT NUMBER:** Los Angeles County Department of Public Works (LACDPW)  
 5-year As-needed Environmental Assessment, Remediation, and Compliance services contract.

**ITEM DESCRIPTION**

**COST**

<b>LABOR RATES EFFECTIVE 09/01/2016-12/31/2021</b>	
<b>Labor Monday-Friday, 2 person crew, 8 hour shift for lane closure</b>	\$1,650.00 per 8 hour shift
<b>Labor Monday-Friday, 2 person crew, 10 hour shift for lane closure</b>	\$2,110.00 per 10 hour shift
<b>Equipment for each lane closure, includes:</b> Truck, 150 cones, 5 small signs (size 24x24, 36x36), 4 large signs (size 48x48) and 1 arrowboard.	\$200.00 per day, per lane
Labor, Straight time, up to 8 hours Monday-Friday	\$103.00 per person, per hour
Labor, Overtime – after 8 hours Monday-Friday, Saturday up to 12 hours	\$115.00 per person, per hour
Labor, Double Time – after 12 hours Monday-Saturday, Sunday all hours	\$135.00 per person, per hour
<b>ADDITIONAL EQUIPMENT RENTAL RATES, in addition to equipment listed above</b>	
Arrowboard, rental	\$30.00 each, per day
CMS Unit, rental	\$60.00 each, per day
Cones, additional, rental	\$0.50 each, per day
Large signs, additional (size 48x48), rental	\$3.75 each, per day
Small signs, additional (size 24x24, 36x36), rental	\$2.00 each, per day

- SATURDAY AND SUNDAY RATE WILL BE BILLED AT OVERTIME AND DOUBLETIME RATES. ALLOW HALF HOUR SET UP AND HALF HOUR PICK UP DEPENDING ON TRAFFIC.
- ALL PROVISIONS WILL BE ADDED AS PART OF CONTRACT BEFORE PROCEEDING.
- BILLING WILL BE AT A 4 HOUR MINIMUM FOR CALL OUTS TO JOB AND CANCELLATION OCCURS.
- E-NOR INNOVATIONS INC. IS A UNION CONTRACTOR.

Should you have any questions, please contact me at (310) 513-6209. We look forward to working with you.

Sincerely,

Kenny Jones/TJ

## **Enviro-Tox Services, Inc.**

### ***Fee Schedule for Professional Services***

***2016 to 2021***

#### **Professional Services**

	<b><u>Hourly Rates</u></b>
Principal	\$190.00
Associate	\$170.00
Senior	\$135.00
Project	\$120.00
Staff	\$90.00
Technician	\$75.00

#### **Support Services**

Technical Editor	\$80.00
CAD Drafter	\$80.00
Clerical	\$65.00

#### **Notes:**

- The above rates do not apply to depositions and court appearances. Fees for these services are 150 percent of those stated above for professional services. A minimum charge of one-half day is applicable for these services.



# Environmental Science Associates & Subsidiaries 2016 Schedule of Fees

## I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

Labor Category	Level I	Level II	Level III
Senior Director	250	--	-
Director	200	215	230
Managing Associate	165	180	195
Senior Associate	140	150	160
Associate	100	120	130
Project Technicians	80	95	115

- (a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- (b) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- (c) These rates will be effective for the duration of ESA's contract with ALTA Environmental for ALTA's contract with the County of Los Angeles Department of Public Works.

## II. ESA Expenses

### A. Printing/Reproduction Rates

Item	Rate/page
8 1/2 x 11 b/w	\$0.05
11 x 17 b/w	\$0.10
8 1/2 x 11 color	\$1.00
11 x 17 color	\$2.00
Covers	\$0.50
Binding	\$1.00
HP Plotter	\$25.00
CD	\$10.00
Digital Photography	\$20.00 (up to 50 images)

### B. Equipment Rates

Item	Rate/Day	Rate/Week	Rate/Month
<b>Project Specific Equipment:</b>			
Vehicles – Standard size	\$ 40 <sup>a</sup>	\$ 180	
Vehicles – 4x4 /Truck	85		
Vehicles – ATV	125		
Laptop Computers	50	200	\$ 500
LCD Projector	200	600	
Noise Meter	50		
Electrofischer	300	1,200	
Sample Pump	25		
Field Traps	40		
Digital Planimeter	40		
Cameras/Video/Cell Phone	20		200
Miscellaneous Small Equipment	5		
Computer Time (i.e. GIS)	120 <sup>b</sup>		
Stilling Well / Coring Pipe (3 inch aluminum)	3/ft		
Backpack Sprayer	25		
Beach Seine	50		
Otter Trawl	100		
Wildlife Acoustics Bat Detector	125	400	
<b>Topographic Survey Equipment:</b>			
Auto Level	40		
Total Station	200	600	
RTK-GPS	300	1,200	
RTK-GPS Smartnet Subscription	50	200	
Trimble GPS	75	350	900
Tablet GPS	100	400	1,000
Laser Level	60		
Garmin GPS or equivalent	25		250
<b>Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:</b>			
ISCO 2150 Area Velocity Flow Logger	\$ 25	\$ 100	\$ 400
Logging Rain Gage	10	40	125
Marsh-McBirney Hand-Held Current Meter	50	200	

Item	Rate/Day	Rate/Week	Rate/Month
FloWav Surface Velocity Radar	50	200	
Logging Water Level - Pressure Transducer	10	40	125
Logging Barometric Pressure Logger	10	40	125
Well Probe	20	80	
Bottom-Mounted Tripod / Mooring	25	100	400
Handheld Suspended Sediment Sampler	20		250
<b>Water Quality Equipment:</b>			
Logging Turbidimeter/Water Level Recorder	\$ 25	\$ 100	\$ 400
In-Situ Troll 9500 logging water quality multiprobe		200	800
Logging Temperature Probe	3	10	40
Hach Hand-Held Turbidimeter Recording Conductivity Meter w/Datalogger	50	200	
Refractometer	20	80	
YSI Hand-Held Salinity Meter or pH meter	30	120	
Hand-Held Conductivity/Dissolved Oxygen Probe (YSI 85)	40	160	
Water Quality Sonde			800
YSI 650 with 6920 Multi Probe	180	500	1500
ISCO 6712 Portable Sampler w/ISCO 2105 Module	40	250	900
<b>Sedimentation / Geotechnical Equipment:</b>			
Peat Corer	\$ 75	\$ 300	
60lb Helly-Smith Bedload Sampler with Bridge Crane	175	700	
Suspended Sediment Sampler with Bridge Crane	75	300	
Vibra-core	100	400	
Shear Strength Vane	50	200	
Auger (brass core @ \$ 5/each)	20	80	
<b>Boats:</b>			
14 foot Aluminum Boats with 15 HP Outboard Motor	\$ 100	\$ 400	
Single or Double Person Canoe	30	120	
17' Boston Whaler w/ 90 HP Outboard	500	2,000	
<sup>a</sup> Actual project charges will be either the IRS mileage reimbursement rate or the daily rate, whichever is higher. <sup>b</sup> GIS computer time will be charged at \$15.00 per hour.			

### III. Other

There shall be added to all charges set forth above amounts equal to any applicable sales or use taxes legally levied in lieu thereof, now or hereinafter imposed under the authority of a federal, state, or local taxing jurisdiction.





# INTERPHASE ENVIRONMENTAL, INC.

Mobile Laboratories & Direct Push Drilling

## **SCHEDULE OF PRICING W/PREVAILING WAGE FOR ALTA ENVIRONMENTAL**

Direct-Push Sampling services: Discrete and Continuous Cored, Groundwater,  
Soil Gas Sampling and SG well implant (covers up to 8 hours per day on site)

*Rates are valid for the duration of the contract*

w/ 6600 Truck-Mounted Geoprobe Unit	}	\$2,600.00/ day - \$325.00/hour <sup>1</sup>
w/ 66DT Track Unit (Geoprobe 6610DT or 6620DT):		O.T. Hours - Saturday -25% additional
w/ All-Terrain Vehicle Units (MULE)		or Sunday - 50% additional
w/ Limited Access Rigs (Geoprobe 420M or 540M):		
In-Situ Remedial Injection Services:		\$3,140.00/day
Extra Sampling Technician:		\$840.00/day or \$105/hour
Mobile Laboratory Services (VOCs 8260B):		\$1,950.00/day <sup>2</sup>
Mobile Laboratory - Overtime:		\$250.00/hour
TO15 Analysis + Summa Canister Rental:		\$350/sample
Other Analysis:		Please call for quote
Concrete Coring:		\$60.00-\$125.00/core depending on thickness & diameter if outsourced upon request. Minimum of \$300/day.

- 1. There is a 4-hour minimum sampling charge per day*
- 2. The Mobile Laboratory is capable of analyzing 15 samples per 8-hour day*
- 3. This covers equipment only, does not include the cost of the materials and supplies required for a project.*

*Price will remain effective until further notice*



## Fee Schedule 2016-2021 for Alta Environmental

<b>Rig Rentals:</b>		
Hollow Stem Auger Rig	2 Man Crew	\$230.00 Hr. / \$305.00 Hr. Prev.
Mud Rotary Rig	2 Man Crew	\$240.00 Hr. / \$335.00 Hr. Prev.
Rock Coring Rig	2 Man Crew	Call
Limited Access Rig	2 Man Crew	Call
Tripod Rig (Auger)	2 Man Crew	Call
Air Vac Rig	2 Man Crew	\$245.00 Hr. / \$305.00 Hr. Prevailing
<b>Extras:</b>		
Support Truck		\$200.00 Daily
Decon Unit		\$200.00 Daily
Sand		\$35.00 Bag
Grout		\$35.00 Bag
Chips		\$35.00 Bag
Concrete		\$35.00 Bag
Asphalt Patch		\$35.00 Bag
4" PVC		\$15.00 L.F.
2" PVC		\$12.00 L.F.
Sample Liners		\$9.00 Each
Drums		\$75.00 Each
Well Boxes		\$250.00 Each
Concrete Cores		Hourly Rate + \$200.00 Each
Third Man Increase		\$85.00 / \$115.00 (Prevailing) Per Man, Per Hour Plus Rig Rate

**\*Recognized holidays and weekends are charged at time and one half.\***

**Please see our website for description of equipment and capabilities.**

**\*Only use JET Drilling, Inc.'s DBE and MBE Certs to qualify for contracts you plan on actually utilizing our services on\***





714-449-9937  
562-646-1611  
805-399-0060

11007 FOREST PLACE  
SANTA FE SPRINGS, CA 90670  
WWW.JONESENV.COM

## MOBILE LAB FEE SCHEDULE

### Alta Environmental (Client) for

Los Angeles County Department of Public Works (LACDPW) 5 YEAR ON-CALL CONTRACT

#### MOBILE LABORATORY DAILY RATES\*

8260B Soil Gas with Residential Reporting Limits	15 Samples	\$2150/day
8260B Soil Gas with Commercial Reporting Limits	20 Samples	\$2150/day
8015 TPHd or 8015 Full Scan/ASTM D2887 – Soil/Water	20 Samples	\$1500/day
8260B/TPHg – Soil/Water	20 Samples	\$2150/day

#### MOBILE LABORATORY FEES

Mobilization Charge	No Analysis Included	\$ 600/day
Standby / Half-Day Fee	No Samples Received	\$ 900/day
Weekend Mobilization Fee	No Analysis Included	\$ 500/day

ANALYSIS	DESCRIPTION	PRICE PER SAMPLE
EPA 8260B	Soil Gas with Residential Reporting Limits	\$ 135.00
EPA 8260B	Soil Gas with Commercial Reporting Limits	\$ 120.00
LUFT GC/MS	TPH as Gasoline (TPHg/GRO)	\$ 10.00♦
EPA 8260B	Soil/Water	\$ 109.00
EPA 8015	Soil/ Water	\$ 75.00

♦ Total Petroleum Hydrocarbons as Gasoline via EPA 8260B added to full VOC's

MATERIALS	PRICE PER SAMPLE
SUMMA Canister Rental – Individual Certified	\$ 50.00
SUMMA 200 cc/min Regulators	\$ 25.00
SUMMA 8-24 Hour Regulators	\$ 35.00

\*Rates quoted are based on a maximum of 15-20 sample analyses or an 8 hr. day – whichever comes first.

- EDF Reporting for Geotracker 10% Surcharge of original mobile lab invoice
- All reports provided are Level II. Level III/IV reports are minimum \$500 for up to 20 samples. \$25 per sample thereafter per report.
- Normal TAT is 24 for most mobile lab results



714-449-9937  
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11007 FOREST PLACE  
SANTA FE SPRINGS, CA 90670  
WWW.JONESENV.COM

## STATIONARY LAB FEE SCHEDULE

### Alta Environmental (Client) for

Los Angeles County Department of Public Works (LACDPW) 5 YEAR ON-CALL CONTRACT

ANALYSIS	•	DESCRIPTION	•	PRICE PER SAMPLE
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#### Volatile Organic Compounds (VOCs)

EPA 8260B	Full Scan – Soil & Water	\$ 59.00
EPA 8260B	Full Scan – Soil Gas (Immediate Attention) Commercial RLs	\$ 120.00
EPA 8260B	Full Scan – Soil Gas (Immediate Attention) Residential RLs	\$ 135.00
LUFT GC/MS	TPH as Gasoline - TPHg/GRO (C4-C12)	\$ 10.00*
EPA 8260B	BTEX & Oxygenates only	\$ 59.00
EPA 8260B	TPH – Fractionation (Aliphatic & Aromatic)	50% Surcharge
TO-15	Indoor Air – 6-liter canister	\$ 175.00
TO-15	Soil Gas – 1-liter canister	\$ 150.00

\* TPH as Gasoline via Cal LUFT-GCMS simultaneous run w/full VOC's by EPA 8260B

#### Semi-Volatile Organic Compounds (SVOCs)

EPA 8015M	Extended Range Carbon Chains (C8-C43)	\$ 45.00
EPA 8015M	Total Petroleum Hydrocarbons as Diesel/Oil (DRO/ORO)	\$ 40.00
EPA 8015B	Diesel Range Organics (C10-C32)	\$ 40.00
EPA 8015M	Extended Range Carbon Chains (C8-C43) w/ interp.	\$ 75.00
EPA 8081A	Chlorinated Pesticides (OCPs)	\$ 75.00
EPA 8082	Polychlorinated Biphenyls (PCBs)	\$ 75.00
EPA 8270C	Full Scan Semi-Volatile Organic Compounds	\$ 125.00
EPA 8270C SIM	Polycyclic Aromatic Hydrocarbons (PAHs/PNAs)	\$ 75.00
EPA 8270C	1,4-Dioxane	\$ 65.00

#### Metals

EPA 6010B/7470A or 7471A	Title 22/CAM17 Metals	\$ 60.00
EPA 6010B	Individual Metal	\$ 20.00
EPA 6010B	2 Metals	\$ 35.00

#### Methane/Fixed Gases

ASTM D1946	Methane by GC/FID	\$ 60.00
ASTM D1946	Fixed Gases by GC/TCD	\$ 75.00



714-449-9937  
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805-399-0060

11007 FOREST PLACE  
SANTA FE SPRINGS, CA 90670  
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ANALYSIS	•	DESCRIPTION	•	PRICE PER SAMPLE
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**Inorganic Compounds**

EPA 9040B	pH Water	\$ 10.00
EPA 9045C	pH Soil	\$ 12.00
Percent Water		\$ 15.00

MATERIALS & SERVICES	•	PRICE PER SAMPLE
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<b>SUMMA Canister Rental – Individual Certified</b>	\$ 50.00
<b>SUMMA 200 cc/min Regulators</b>	\$ 25.00
<b>SUMMA 8-24 Hour Regulators</b>	\$ 35.00
<b>Sample Collection</b> Per Hour, Minimum 3 Hours	\$ 85.00

**NORMAL TAT is 5-7 Business Days**

**RUSH TAT available for all analyses, expect where prohibited by method**

**Rush Surcharge (please call for daily availability)**

**24 Hour – 100%**

**48 Hour – 50%**

**72 Hour – 25%**

- EDF Reporting for Geotracker 10% Surcharge of original mobile lab invoice
- All reports provided are Level II. Level III/IV reports are minimum \$500 for up to 20 samples. \$25 per sample, thereafter per report.
- Normal TAT is 5-7 days for most lab results



**KEAR GROUNDWATER  
RATES FOR PROFESSIONAL SERVICES  
LACDPW / ALTA ENVIRONMENTAL FIVE-YEAR RATE  
2016-2021**

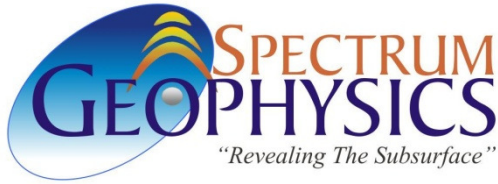
Principal Hydrogeologist.....	\$200/hour
Senior Hydrogeologist.....	\$160/hour
Associate Geologist.....	\$120/hour
Staff Geologist.....	\$100/hour
Assistant/Professional/Clerical.....	\$80.00/hour

**Expenses**

Lodging, meals.....	included
Mileage.....	included
Computer, copies, fax .....	No charge
Miscellaneous office expenses (e.g., express mail, shipping, external copy service, etc.) .....	No charge

**NOTES**

- 1. All fees are subject to local/state sales tax, as applicable.*
- 2. Delivery of depositions will be billed at 1.5 times Fee Schedule rates.*
- 3. Delivery of courtroom expert testimony will be billed at 2.0 times Fee Schedule rates*



**ALTA Environmental - Rate Sheet  
October 2016 – October 2021  
Los Angeles County Department of  
Public Works**

Standard Rates

Standard labor is \$200 per hour and includes a two person crew, field vehicle, and standard equipment including EM utility locating instruments, magnetometer, GPR, and EM-61 high sensitivity metal detection.

The project minimum is \$635.00 which includes 1.5 hour of labor, equipment + mob/demob and administrative fees.

Labor	Rate	Unit
Crew of 2 (Project Manager + Field Tech)	\$200.00	hour
Crew of 1	\$155.00	hour
USA Markouts – Portal to Portal	\$90.00	hour
Administrative	\$65.00	hour
Daily Field Prep/Equipment Prep	\$65.00	hour
Reporting	\$85.00	hour
AutoCAD	\$85.00	hour
Geophysical Data Post Processing	\$85.00	hour
Professional Geophysicist Review	\$145.00	hour
Super Sting Resistivity Meter	\$200.00	day
RAS-24 Seismograph	\$200.00	day
GPS Unit	\$55.00	day

*\*Saturday/evening rate billed at 1.5x standard labor*

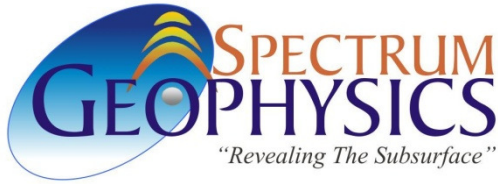
*\*\*Sunday rate billed at 2x standard labor*

*\*\*\*Holiday rate billed at 3x standard labor*

*\*\*\*\* 1/2 Day minimum for all holiday, weekend, and night work*

Additional Fees

There are no additional equipment charges for the Geonics EM-61, Cesium Vapor Magnetometer, and Ground Penetrating Radar Units. Rented instruments are charged at cost plus shipping and handling. These instruments are not typical of those associated with utility investigations and would only be employed for specific subsurface site characterizations.



**ALTA Environmental – Rate Sheet  
October 2016 – October 2021  
Los Angeles County Department of  
Public Works**

Prevailing Wage Rates

Standard labor is \$230 per hour and includes a two person crew, field vehicle, and standard equipment including EM utility locating instruments, magnetometer, GPR, and EM-6I high sensitivity metal detection.

The project minimum is \$710.00 which includes 1.5 hour of labor, equipment + mob (portal to portal) and Prevailing Wage administrative fees.

Labor	Rate	Unit
Crew of 2 (Project Manager + Field Tech)	\$230.00	hour
Crew of 1	\$175.00	hour
USA Markouts – Portal to Portal	\$95.00	hour
Administrative	\$65.00	hour
Daily Field Prep/Equipment Prep	\$65.00	hour
Reporting	\$95.00	hour
AutoCAD	\$95.00	hour
Geophysical Data Post Processing	\$95.00	hour
Professional Geophysicist Review	\$145.00	hour
Super Sting Resistivity Meter	\$200.00	day
RAS-24 Seismograph	\$200.00	day
GPS Unit	\$55.00	day

*\*Saturday/evening rate billed at 1.5x standard labor*

*\*\*Sunday rate billed at 2x standard labor*

*\*\*\*Holiday rate billed at 3x standard labor*

*\*\*\*\* 1/2 Day minimum for all holiday, weekend, and night work*

*Labor Rates are Portal to Portal*

Additional Fees

There are no additional equipment charges for the Geonics EM-6I, Cesium Vapor Magnetometer, and Ground Penetrating Radar Units. Rented instruments are charged at cost plus shipping and handling. These instruments are not typical of those associated with utility investigations and would only be employed for specific subsurface site characterizations.



## Schedule of Rates For ALTA Environmental Page 1 of 2

TAIT Labor Category	Hourly Rate	Classification
Principal-In-Charge	\$225.00	001
Specialist/Expert	\$215.00	049
QA/QC Officer	\$175.00	514
Certified Industrial Hygienist/H&S Manager	\$155.00	096
Lead Project Manager	\$195.00	090
Senior Professional Engineer/Surveyor	\$195.00	017
Professional Engineer/Surveyor	\$175.00	002
Senior Project Engineer/Geologist/Scientist 2	\$165.00	020
Senior Project Engineer/Geologist/Scientist 1	\$155.00	117
Project Engineer/Geologist/Scientist 2/ Regulatory Affairs Manager	\$145.00	091
Project Engineer/Geologist/Scientist 1	\$135.00	118
Senior Engineer/Geologist/Scientist 2	\$125.00	092
Senior Engineer/Geologist/Scientist 1	\$110.00	093
Engineer/Geologist/Scientist 2	\$100.00	102
Engineer/Geologist/Scientist 1	\$90.00	104
Lead Designer	\$145.00	010
Senior Designer	\$130.00	119
Designer 2	\$120.00	004
Designer 1	\$110.00	120
Drafter	\$85.00	070
Foreman/Superintendent	\$125.00	511
Senior Surveyor/Party Chief	\$120.00	008
Surveyor	\$90.00	007
Equipment Operator	\$100.00	041
Lead/Asbestos Technician	\$95.00	101
Senior Technician 2	\$85.00	512
Senior Technician 1	\$80.00	505
Field Systems Auditor/Designated Operator	\$80.00	504
Technician 2	\$75.00	081
Technician 1	\$65.00	082
Laborer	\$60.00	035
Project Administrator	\$100.00	018
Permit Specialist	\$95.00	011
Permit Expediter	\$80.00	040
Project Assistant	\$75.00	006
Administrative Assistant	\$65.00	039
Clerical Assistant	\$55.00	114

- The above labor rates are based on an 8-hour day.
- Time in excess of 8 hours/day and all work on Saturdays will be charged at 1.5 X.
- Labor rates for Sundays, holidays (nationally and federally recognized) or time in excess of 12 hours per day will be charged at 2 X.
- Travel time is charged at the same rate as on-site time.
- Prevailing wage rates shall be provided if required by scope of work.



## Schedule of Rates

**H8**

Page 2 of 2

Reimbursable Expenses	Rate
Materials Furnished Specifically for Project	Cost
Equipment Rentals	Cost
Subcontractors	Cost
Service Truck Mobilization	\$85.00 per day

Note - These rates are valid for a term of 5 years from the date of the contract between ALTA and TAIT.



WESTCOR Environmental, Inc.  
Time & Material Billing Rates  
ALTA - LACDPW  
On-Call Billing Rates for CA Prevailing Wage  
Rates Include Consumables and are Valid for 5 Years

LABOR		UNIT	UNIT PRICE	QTY	TOTAL PRICE
Project Manager	Straight Time	hrs	82.50		0.00
	Overtime	hrs	82.50		0.00
	Double Time	hrs	82.50		0.00
General Superintendent	Straight Time	hrs	77.50		0.00
	Overtime	hrs	77.50		0.00
	Double Time	hrs	77.50		0.00
Superintendent (Asbestos/Lead/Mold)	Straight Time	hrs	130.35		0.00
	Overtime	hrs	194.36		0.00
	Double Time	hrs	234.22		0.00
Equipment Operator	Straight Time	hrs	144.86		0.00
	Overtime	hrs	189.85		0.00
	Double Time	hrs	234.84		0.00
Environmental Labor Asbestos/Lead/Mold	Straight Time	hrs	106.64		0.00
	Overtime	hrs	139.25		0.00
	Double Time	hrs	171.80		0.00
Health & Safety Coordinator	Straight Time	hrs	72.50		0.00
	Overtime	hrs	72.50		0.00
	Double Time	hrs	72.50		0.00
Total Labor Charges					0.00

EQUIPMENT	UNIT	UNIT PRICE	QTY	TOTAL PRICE
Air Blower	unit/day	42.00		0.00
Air Sampling Pump - Low Volume	unit/day	15.00		0.00
Air Sampling Pump - High Volume	unit/day	25.00		0.00
Decon - Pop Up	unit/day	4.50		0.00
Dehumidifier - Large (25 gal)	unit/day	48.00		0.00
Dehumidifier - Small (15 gal)	unit/day	32.00		0.00
Electrical - Extension Cord (50-foot)	unit/day	2.00		0.00
Electrical - Portable GFI	unit/day	5.00		0.00
Electrical - Spider Box	unit/day	20.00		0.00
Floor Buffer - Walk Behind	unit/day	96.00		0.00
Floor Grinder - Walk Behind	unit/day	135.00		0.00
Ladders (under 10-Foot)	unit/day	10.00		0.00
Ladders (over 10-Foot)	unit/day	20.00		0.00
Light - Standing Area Light	unit/day	20.00		0.00
Light - String Lights	unit/day	10.00		0.00
Manometer - Stripchart Recorder	unit/day	30.00		0.00
Material Moving - Cart	unit/day	18.00		0.00
Material Moving - Pallet Jack	unit/day	18.00		0.00
Negative Air Unit - Large (2,000 CFM)	unit/day	40.00		0.00
Negative Air Unit - Small (500 CFM)	unit/day	20.00		0.00
Pressure Washer - Cold Electric	unit/day	70.00		0.00
Pressure Washer - Hot Gas	unit/day	110.00		0.00
Power Tool - Circular Saw	unit/day	18.75		0.00
Power Tool - Drill	unit/day	18.75		0.00
Power Tool - Grinder	unit/day	18.75		0.00
Power Tool - Sander - Belt	unit/day	18.75		0.00
Power Tool - Sander - Disk	unit/day	18.75		0.00
Power Tool - Saw-zall	unit/day	18.75		0.00
Power Tool - Screw Gun	unit/day	18.75		0.00
Pump - Double Diaphragm	unit/day	48.00		0.00

Pump - Submersible		unit/day	37.60		0.00
Radio - 2-Way		unit/day	20.00		0.00
Respirator - PAPR		unit/day	7.00		0.00
Respirator - 1/2 Haze		unit/day	3.00		0.00
Safety Harness		unit/day	8.00		0.00
Scaffold - Rolling		unit/day	50.00		0.00
Shower - Portable Shower		unit/day	30.00		0.00
Shower - Water Filtration Unit		unit/day	24.00		0.00
Shower - Water Heater		unit/day	12.00		0.00
Sprayer - Airless		unit/day	34.00		0.00
Sprayer - Hand		unit/day	5.00		0.00
Torch Set		unit/day	100.00		0.00
Vacuum - Large HEPA (15 gal)		unit/day	35.00		0.00
Vacuum - Small HEPA (5 gal)		unit/day	15.00		0.00
Water Extraction Wand		unit/day	12.00		0.00
Water Hose (50-foot)		unit/day	4.00		0.00
<b>Total Equipment Charges</b>					<b>0.00</b>

<b>SAMPLE ANALYSIS &amp; REG. FEES AT COST + 15%</b>	<b>Cost</b>		<b>0% Mark Up</b>		<b>TOTAL PRICE</b>
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Sample Analysis & Regulatory Fees	0.00		0.00		0.00
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<b>RENTALS AND WASTE DISPOSAL AT COST + 15%</b>	<b>Cost</b>		<b>0% Mark Up</b>		<b>TOTAL PRICE</b>
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Rentals and Waste Disposal	0.00		0.00		0.00
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<b>SUBCONTRACORS AT COST + 5%</b>	<b>Cost</b>		<b>0% Mark Up</b>		<b>TOTAL PRICE</b>
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Subcontractors	0.00		0.00		0.00
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