

AGREEMENT NO.
BETWEEN THE CITY OF LOS ANGELES
AND
WORLEYPARSONS GROUP INC.

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City") acting by and through its Board of Harbor Commissioners ("Board"), and WORLEYPARSONS GROUP INC., a Delaware corporation, whose address is 3901 Via Oro Avenue, Suite 100, Long Beach, California 90810 ("Consultant").

WHEREAS, City requires professional, scientific, expert or technical services of a temporary and occasional character, including as-needed services to provide environmental site assessments and restoration; and

WHEREAS, Consultant is an organization that provides services, including, but not limited to those services required by the City and, by virtue of training and experience, is well-qualified to provide such services to the City; and

WHEREAS, by reason of the nature and length of the services required by City, it is not economical or feasible for City to have such services performed by its own employees;

NOW, THEREFORE, in consideration of the covenants, terms and conditions hereinafter contained to be kept and performed by the respective parties hereto, it is mutually agreed as follows:

1. Incorporation of Recitals.

1.1 The recitals to this Agreement above are incorporated herein and made a part hereof.

2. Services To Be Performed By Consultant.

2.1 All of the services Consultant shall perform for City are set forth in Exhibit "A" hereto and hereinafter shall be referred to as "Scope of Work."

2.2 Consultant's performance of Tasks and, as applicable, Subtasks shall occur as follows:

a. The Director of the Environmental Management Division of City's Harbor Department ("Director") shall issue a written document in the form attached hereto as Exhibit "B" that has been signed by Executive Director of the City's Harbor Department ("Executive Director") and that specifies, without limitation: the Task or Subtask to be performed; the specific services required in connection with such Task or Subtask; the deliverables required in the

performance of such Task or Subtask; the schedule for the performance of such Task or Subtask; authorized personnel who may perform the Task or Subtask; authorized compensation for such Task or Subtask; and MBE/WBE/SBE/OBE utilization ("Directive").

b. Consultant, to reflect its agreement with all the terms of such Directive, shall sign, date and return such Directive to Director.

c. Following Director's receipt of the Directive signed by Consultant, Director shall issue a written document in the form attached hereto as Exhibit "C" that has been signed by Director and that authorizes Consultant to commence performance of the services contemplated by such Directive ("Notice to Proceed").

2.3 Consultant acknowledges and agrees that it lacks authority to perform and that Director lacks authority to request the performance of any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work or a Directive, or in the absence of both a Directive and a Notice to Proceed, are performed as a volunteer and shall not be compensable under this Agreement.

2.4 The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of Director, whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted on the effective date of this Agreement, whom Director may subsequently approve in writing ("Subconsultants"), or as listed on Project Directives. Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Director's written request, Consultant shall supply City's Harbor Department with all agreements between it and its Subconsultants.

2.5 As between City and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity.

2.6 Director shall resolve in his or her sole reasonable discretion any issues or questions which may arise during the term of this Agreement as to the quality or acceptability of Consultant's performance of the Scope of Work, the manner of performance, the interpretation of direction given to Consultant, the acceptable completion of a Directive, and the amount of compensation due. Upon written notice from Director, Consultant shall assign replacement personnel and/or shall remedy any deficient services or work product to Director's reasonable satisfaction and at Consultant's sole cost and expense. Compliance with the requirements of this Section 2.6 is a condition to payment by City of compensation to Consultant pursuant to this Agreement.

2.7 Consultant's representative responsible for administering this Agreement, Ralph Beck ("Project Manager"), shall not be changed without Director's written approval. Director may, for any reason in his or her sole reasonable discretion, require Consultant to substitute a new Project Manager. If City requests such a substitution, the substitute Project Manager shall expend whatever time and costs necessary to become familiar with the Project and any portions of the Scope of Work already performed at Consultant's sole cost and expense.

2.8 If the law requires Consultant, in performing the Scope of Work, to follow a different standard of care than the ordinary standard of care applied to a reasonable person, Consultant shall perform such services with the degree of diligence, skill, judgment, and care applicable to Consultant's profession ("professional standard"). Consultants not required to follow a professional standard shall exercise the degree of care required of ordinary persons.

2.9 For portions of the Scope of Work to be performed on a time and material basis, Consultant shall assign personnel, whether employees or Subconsultants, with the lowest applicable hourly rate who are fully competent to provide the services required. If Consultant finds it necessary to have any portion of the Scope of Work, which this Section 2.9 would require to be performed by personnel at a lower rate, to be performed by personnel at a higher rate, Consultant shall, nevertheless, invoice City at the lower rate.

2.10 Consultant shall promptly consider and implement, to the reasonable satisfaction of Director, any written comments of Director.

2.11 Consultant shall review information provided by City's Harbor Department. Any such information reasonably believed by Consultant to be inaccurate, incomplete or inapplicable shall be brought promptly to the attention of Director in writing.

2.12 Consultant shall perform the Scope of Work as expeditiously as possible and at the time or times required by the Director. Time is of the essence in the performance of the Scope of Work. Consultant's failure to conform to the schedule set forth in a project directive shall entitle City to have services completed by others, shall obligate Consultant to pay City City's cost to undertake completion of such services, and shall authorize City to withhold such amounts from any payments otherwise due to Consultant. Consultant's failure to timely perform in accordance with the schedule set forth in a project directive shall result in economic losses to the City, including, but not limited to, the timely bidding and awarding of contracts, completion of the project in connection with which Consultant's services are rendered and the use of such project by City's Harbor Department, its tenants and the public.

3. Services To Be Performed By City.

3.1 City's Harbor Department shall provide Consultant with available and/or necessary horizontal and vertical survey data in the form of field notes or electronic format as maintained by City's Harbor Department, access to public records, prints of existing aerial photos, existing planimetric maps, environmental documents, existing oceanographic studies and existing soil reports in the vicinity, previous specifications and other information which, in the sole reasonable discretion of Director, shall assist in completing the Scope of Work.

3.2 Consultant shall provide Director with reasonable advance written notice if it requires access to premises of City's Harbor Department. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of Director, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such premises may be occupied or used by tenants or contractors of City and that access rights granted by City's Harbor Department to Consultant shall be consistent with any such occupancy or use.

3.3 City shall not be obligated to provide information and/or services except as specified in this Agreement.

4. Effective Date and Term.

4.1 After approval by City in accordance with Section 245 of City's Charter, the effective date of this Agreement shall be the date of its execution by Executive Director. Consultant acknowledges that Section 245 of City's Charter furnishes to the City Council of City ("Council") the right to review this Agreement and that this Agreement shall not become effective until the sixth Council meeting day after approval of this Agreement by Board or Council's approval of the Agreement.

4.2 The term of this Agreement shall not exceed three (3) years, commencing on the Agreement's effective date. This Agreement shall be in full force and effect until:

a. Director determines that Consultant has completed the Scope of Work and provides Consultant written notice thereof; or

b. Board, in its sole discretion, terminates this Agreement, which termination shall become effective five (5) calendar days following Executive Director's transmittal of written notice advising Consultant of such action by Board. Upon receipt of such written notice, Consultant shall cease the performance of the Scope of Work. Consultant shall be entitled to compensation only for services actually performed prior to such termination. Director, in his or her sole reasonable discretion, shall determine the amount of services actually performed and shall allocate a portion of the total compensation due Consultant accordingly. If Board so terminates this Agreement, Consultant shall deliver all drawings, specifications, plans, reports, studies, calculations, estimates, documents and other work product produced pursuant to this Agreement to City in an organized, usable form with all items properly labeled to the degree of detail specified by the Director. No compensation shall be due Consultant until it complies with the requirements of this paragraph; or

c. Three (3) years have elapsed from the effective date of the Agreement.

4.3. Notwithstanding the foregoing, this Agreement is subject to the provisions of City's Charter which, among other things, precludes City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated therefor. Board, in awarding this Agreement, is

expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, Board is under no legal obligation to do so. City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefor. Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by Board.

Although Consultant is not obligated to perform any services required by the Scope of Work in any fiscal year in which no appropriation for the Agreement has been made, Consultant shall resume performance of the Scope of Work on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefor is approved by Board within that sixty (60) day period. Consultant is responsible for maintaining all insurance and bonds during this sixty (60) day period. The time for performance shall be extended during this period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by Board for this Agreement, this Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

5. Compensation.

5.1 For the full and satisfactory performance of the Scope of Work, City shall pay Consultant and Consultant shall accept a sum not to exceed One Million Nine Hundred Thousand Dollars (\$1,900,000). The total sum payable under this Agreement shall be determined by Project Directives and Consultant acknowledges that final compensation may not reach the maximum sum allowed for herein.

5.2 Compensation payable under this Agreement for payment for labor, travel, per diem, materials, supplies, transportation, and all other direct and indirect costs and expenses incurred by Consultant ("Expenses") are listed in Exhibit "D." No markups or premiums shall be applied to services performed by Subconsultants unless Exhibit "D" expressly so allows.

5.3 Compensation payable under this Agreement shall be on a (1) Fixed Fee, (2) Time and Materials, (3) Equal Payment or (4) any combination of the three, as may be more particularly specified in a Project Directive.

a. Fixed Fee. Lump sum compensation for satisfactory performance as may be specified in a particular Project Directive.

b. Time and Materials Fee. Consultant shall be paid based on the actual time expended in the performance of Tasks using the applicable rates set forth in Exhibit "D." Consultant will also be reimbursed for materials and other out-of-pocket expenses at cost. The rates identified in Exhibit "D" state the maximum rates Consultant shall charge under this Agreement. No premium rates, including, but not limited to, overtime or hazardous duty premiums, shall

be charged unless authorized in Exhibit "D."

c. Equal Payment Fee. Consultant shall be paid equal amounts over time throughout a particular Project Directive, up to the stated fixed amount.

5.4 Each month during the term of this Agreement, as a prerequisite to payment for services, Consultant shall submit a written invoice to City's Harbor Department for services performed during the prior month, accompanied by such records and receipts as may be required by Section 5.5. Each such invoice shall bear a City Business Tax Registration Number and a Taxpayer Identification Number. Each invoice shall identify all services performed by Subconsultants. If payments are to be based on the performance of established milestones, Consultant shall bill as each milestone is completed, but not more often than once a month.

Consultant shall submit one (1) original and three (3) copies of each such invoice for payment in the format that contains the information specified in Exhibit "E," and that includes the following certification:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

(signed)

5.5 Consultant shall submit supporting documents with each invoice, which may include, but not be limited to, provider invoices, receipts, payrolls, and time sheets. Consultant is not required to submit support for direct costs items of \$25 or less.

5.6 If Consultant utilizes Subconsultants to perform aspects of the Scope of Work, Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report in the form attached hereto as Exhibit "F." Consultant shall provide an explanation for any item that does not meet or exceed the participation levels required by a particular Directive, with specific plans and recommendations for improved subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report form.

5.7 All sums due and payable to Consultant shall be paid as soon as, in the ordinary course of City business, the same may be reviewed and approved.

For payment and processing, all invoices shall be mailed to the following address:

Accounts Payable Section
Harbor Department, City of Los Angeles
P.O. Box 191
San Pedro, CA 90733-0191

6. Recordkeeping and Audit Rights.

6.1 Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied. Consultant's books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

6.2 During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Section 6.2 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

7. Consultant Is An Independent Contractor.

Consultant, in the performance of the Scope of Work, is an independent contractor and not an agent or employee of City. Consultant shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

8. Business Tax Registration Certificate.

City's Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This section provides that every person, other than a municipal employee, who engages in any business within City, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for City's Harbor Department. See Exhibit "G."

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9. Indemnification and Insurance.

9.1 Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

9.2 Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Track4LA[®] is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of Track4LA[®] include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Consultant's insurance broker or agent shall obtain access to Track4LA[®] at <http://track4la.lacity.org/> and follow the instructions to register and submit the appropriate proof of insurance on Consultant's behalf.

9.3 General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than Five Million Dollars (\$5,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases,

regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA[®] at <http://track4la.lacity.org/>.

9.4 Automobile Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA[®] at <http://track4la.lacity.org/>.

9.5 Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA[®] at <http://track4la.lacity.org/>.

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9.6 Professional Liability Insurance

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of Five Million Dollars (\$5,000,000), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board.

Each policy shall include a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Consultant's insurance broker or agent shall submit for approval on Consultant's behalf said insurance to the City's online insurance compliance system Track4LA[®] at <http://track4la.lacity.org/>.

Notice of occurrences of claims under the policy shall be made to the City Attorney's office with copies to Risk Management.

9.7 Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

9.8 Notice of Cancellation

Each insurance policy described above shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of City have each been given thirty (30) days' prior written notice by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

9.9 Copies of Policies

Two certified copies of each policy containing the additional insured and 30-day cancellation notice language shall be furnished to Executive Director. Alternatively, two duplicate original additional insured endorsements on forms provided by the Department, as indicated above, may be submitted. The form of such policy or endorsement shall be subject to the approval of the Risk Manager of the Department.

9.10 Modification of Coverage

Executive Director, at his or her discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by

giving ninety (90) days' prior written notice to Consultant.

9.11 Renewal of Policies

At least thirty (30) days prior to the expiration of each policy, Consultant shall furnish to Executive Director a renewal endorsement or renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance will be deducted from the next payment due Consultant.

9.12 Right to Self-Insure

Upon written approval by the Executive Director, Consultant may self-insure if the following conditions are met:

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
5. Consultant provides the name and address of its claims administrator.
6. Consultant submits a Financial Statement or Balance Sheet prior to Executive Director's consideration of approval of self-insurance and annually thereafter evidence of financial capacity to cover the self-insurance.
7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Consultant has complied with all laws pertaining to self-insurance.

9.13 Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar

days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

10. Personal Services Agreement.

10.1 During the term of this Agreement, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of City's Harbor Department.

10.2 Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Section 2.3. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

11. Confidentiality.

Consultant shall not disclose any proprietary or confidential information of City to any third party or parties during or after the term of this Agreement without the prior written consent of City. The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the Scope of Work and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

12. Affirmative Action.

Consultant shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code are incorporated herein by this reference and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit "H."

13. Small Business Development Program.

It is the policy of City's Harbor Department to provide Small Business Enterprises

("SBE") and Minority-Owned, Women-Owned and all Other Business Enterprises ("MBE"/"WBE"/"OBE") an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist City's Harbor Department in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, MBEs, WBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, MBEs, WBEs, and OBEs, have equal participation opportunities which might be presented under this Agreement. See Exhibit "I."

NOTE: Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

14. Conflict of Interest.

Consultant has reviewed and understands the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code ("LAMC") Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and City's Harbor Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof. Consultant's signature of this Agreement constitutes its affirmation that any former employees of City or City's Harbor Department that are employed by Consultant and that assist in performing the Scope of Work shall be free of any conflicts of interest with respect to City and City's Harbor Department.

15. Compliance with Applicable Laws.

Consultant's activities under this Agreement, including its performance of the Scope of Work, shall comply with all federal, state, municipal, local and departmental laws, ordinances, rules, regulations, and orders. If in any instance a City standard is more stringent than a state, federal or other requirement, the City standard shall be followed unless the Director notifies the Consultant otherwise in writing, in which case the requirements of said notification shall apply.

16. Trademarks, Copyrights and Patents.

Consultant shall promptly and fully inform Director in writing of any patents, trademarks or copyrights related to services provided under this Agreement or patent trademark or copyright disputes, existing or potential, which Consultant has knowledge of, relating to any idea, design, method, material, equipment or other matter connected to this Agreement. Consultant agrees to save, keep, hold harmless, protect and indemnify City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.

17. Proprietary Information.

Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

18. Royalty-Free License.

If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

19. City's Disclosure Obligations.

Consultant acknowledges that City is subject to laws, rules and/or regulations generally requiring it to disclose records upon request, which laws, rules and/or regulations include, but are not limited to, the California Public Records Act (California Government Code Sections 6250 et seq.) ("Disclosure Laws").

20. Notices.

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purpose hereof, unless otherwise provided by notice in writing from the respective parties, notice to City's Harbor Department shall be addressed to Executive Director, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

21. Taxpayer Identification Number ("TIN").

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that its authorized TIN is 94-2624994. No payments will be made under this Agreement without a valid TIN.

22. Service Contractor Worker Retention Policy and Living Wage Requirements.

Board adopted Resolution No. 5771 on January 13, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention ("SCWR"), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of City's Harbor Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle City to terminate this Agreement and otherwise pursue legal remedies that may be available.

23. Wage and Earnings Assignment Orders/Notices of Assignments.

Consultant and Subconsultants shall comply with all applicable state and federal employment reporting requirements for employees.

Consultant and Subconsultants shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. Consultant and Subconsultants shall fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Section 5230 et seq. of the California Family Code.

24. Equal Benefits Policy.

Board adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of City's Harbor Department. Consultant shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any agreement with Consultant and pursue any and all other legal remedies that may be available. See

Exhibit "J."

25. State Tidelands Grants.

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

26. Construction of Agreement.

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

27. Titles and Captions.

The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and the section titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

28. Modification in Writing.

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

29. Waiver.

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

30. Governing Law.

This Agreement is made and entered into in the State of California and shall in all respects be construed, interpreted, enforced and governed under and by the laws of the State of California, without reference to choice of law rules.

31. Severability.

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

32. Jurisdiction.

The parties hereto consent to the jurisdiction of the State of California for the enforcement of this Agreement.

33. Integrated Agreement.

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

34. Exhibits; Sections.

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to sections are to sections of this Agreement unless stated otherwise.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date next to their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners


Date: _____

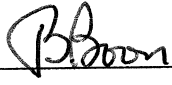
By: _____
Executive Director

Attest: _____
Secretary


WORLEYPARSONS GROUP INC.

Date: 2/14/11

By: 
Name: Russell A. Conda
Senior Vice President
Title: WorleyParsons

Attest: 
Name: T.S. Boon
Title: VICE PRESIDENT

APPROVED AS TO FORM AND LEGALITY
March 2, 2011
CARMEN A. TRUTANICH, City Attorney

By 
JANET KARKANEN, Deputy/Assistant

(Funds Available Stamp on Following Page)

AGREEMENT
 BETWEEN THE CITY OF LOS ANGELES
 AND WORLEYPARSONS

FUNDS AVAILABLE STAMP

Account #	54260		21995
Proj/Prog #	000		000
W.O. #	11111		11111
Job Fac. #	111-11		111-11
Budget FY:	Ctr. 0330	Ctr. 0331	Ctr. 1005
			Ctr. 7000
2010-11	\$9,500	\$62,800	\$9,500
			\$62,800
2011-12	\$61,400	\$270,500	\$61,400
			\$270,500
2012-13	\$61,400	\$270,500	\$61,400
			\$270,500
2013-14	\$37,800	\$176,100	\$37,800
			\$176,100
Total:	\$170,100	\$779,900	\$170,100
			\$779,900

Contract Total: \$1,900,000

0

For Acct/Budget Div. Use Only:

Verified by: _____

Verified Funds Available _____

Date Approved _____

Exhibit "A" – PROJECT SCOPE OF WORK

Consultant may be asked to perform one or more of the following services on an as-needed basis. A general description of each activity is provided below.

- A. Phase I Environmental Site Assessments
- B. Phase II Remedial Investigations/Site Characterizations
- C. Site Monitoring & Sampling
- D. Remedial Feasibility Studies and Action Plans which may include:
 - Fate and Transport Studies
 - Pilot Test Workplans and treatability Studies
 - Evaluation of remedial action alternatives
 - Recommended remedial action with justification
 - Risk Assessment (Health-Based and Ecological)
 - Evaluation of public health and environmental concerns.
 - Setting clean-up levels
- E. Remedial Actions and Remediation Systems O&M
- F. Site Closure Reports
- G. Environmental Compliance Assessments
- H. Regulatory Agency Coordination and Regulatory Expertise
- I. Technical Expertise and Design Services
- J. Review of Environmental Documents
- K. Litigation Support Services

A. Phase I Environmental Site Assessments for Property Acquisitions/Divestitures

As part of the Port's ongoing property acquisition and divestiture programs, Phase I Environmental Site Assessments, following ASTM E1527 - 05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. These assessments must be performed by Environmental Professionals, as defined in ASTM E1527, to determine existing environmental conditions as a baseline for new POLA tenants, prior to property acquisition or divestments, and to establish site conditions prior to release of lease from a current tenant. The Port may also conduct Phase I Site Assessments on parcels slated for development. Phase I may include surveys for lead-based paint and/or asbestos containing material. Based on the findings of these site assessments, further characterization work may be required.

B. Phase II- Remedial Investigations/Site Characterizations

The various activities within the Port which may require remedial investigations/site characterizations include:

- Properties identified in Phase I Site Assessments as having potential contamination.
- Port-owned properties involved in lease renewals and/or terminations.
- Port-owned properties involved in construction projects or site improvements associated with Port development.

Parcels which may require remedial investigations/site characterizations range in size from as small as 5,000 square feet to 300 acres, with an average size of approximately 5 acres. This work is performed in coordination with one or more divisions of the Harbor Department, such as Engineering, Construction, Real Estate, City Attorney, Risk Management, Port Police, Planning & Research, and Marketing Divisions.

Based on historical land uses within the Port area, typical contaminants which may be present in soil and/or groundwater are petroleum hydrocarbons, volatile organic compounds including halogenated volatile organics, and heavy metals (primarily lead, copper, arsenic, and cadmium). The groundwater depth varies from approximately 5 to 25 feet below surface. The direction and gradient of groundwater movement at the investigation sites is variable. The groundwater quality is primarily brackish and considered non-potable. The underlying sediments contain formations from the Quaternary-Recent (Alluvium Formation) which consists of river sands and gravels that occur from the surface to a depth of approximately 200 feet. Some sites may be located on historic dredge material.

Consultant services are requested to perform remedial investigations/site characterizations which adequately define and characterize the nature and extent of soil and/or groundwater contamination that may exist at the project site. Investigations and characterizations must meet requirements of both the Port's site characterization guidelines and the applicable regulatory oversight agencies. The Consultant will coordinate and handle the disposal of all investigation derived waste materials.

Site investigations will be performed using a variety of investigatory techniques including geophysical, soil gas, hand auger, direct push and CPT, soil borings (with concurrent soil logging using USCS protocol), and monitoring well installation and sampling. Field investigations must be designed and directed by either a California licensed Professional Geologist, Professional Engineering Geologist, Certified Hydrogeologist,

or Professional Engineer (PG, C.HG, C.E.G. or PE) with demonstrable experience conducting and overseeing such work.

Soil, groundwater, and soil vapor samples may be collected during the site characterization activities. These samples shall be submitted under chain of custody protocol to a laboratory accredited by the State of California, Department of Health Services to perform analyses per the Environmental Laboratory Accreditation Program (ELAP). Laboratory results must be provided in 5 to 7 business days as the normal turn-around time. Please indicate laboratory surcharges for expedited turn-around time (5 day, 48 hour, and 24 hour).

C. Site Monitoring and Sampling

Scope of work will include but are not limited to well maintenance, additional well installation, quarterly sample collections, and reporting. Sampling activities will be conducted by personnel working under the direct supervision of a California Licensed Professional Engineer (Civil) or Professional Geologist. All samples collected that require analysis will be analyzed by a California certified environmental laboratory with a standard turnaround time of no more than 5 to 7 business days. The consultant will follow protocols set by industry and lead agency standards for collection and analysis of samples. In addition, the consultant must demonstrate knowledge and past experience in collecting soil, soil-gas, sediments, water, and groundwater samples.

D. Remedial Feasibility Studies and Action Plans

The Consultant may be requested to develop remedial feasibility studies and action plans to analyze and evaluate the effectiveness and feasibility of clean-up options for particular sites. This may involve, but not be limited to, the following:

- Fate and Transport Studies.
- Pilot Test Workplans and Treatability Studies.
- Evaluation of remedial action alternatives.
- Recommended remedial action with justification.
- Risk Assessments (health-based and ecological).
- Evaluation of public health and environmental concerns.
- Setting clean-up levels.

Fate and transport studies may include contaminant modeling from soil to groundwater to potential sensitive receptors and from soil to atmosphere to potential sensitive receptors. The Consultant will seek an agreement with the lead agency on the approved modeling approach and software when needed. Using the Conceptual Site Model (CSM), the Consultant will

evaluate whether potential risk to human health and/or the environment exists (i.e., whether there is a complete pathway). Objectives of a human health risk assessment include:

- Evaluation of baseline risks to human health and the environment as compared to potential incremental human health risks from the presence of chemicals of concern.
- Estimation of mass concentrations of chemicals that can remain on site and not pose a statistical threat to protection of human health and the environment.
- Evaluation of existing/potential future risks to on- and off-site human receptors.
- Evaluation and comparison of the potential reduction in risk to human health and the environment from identified remedial alternatives.

If the CSM suggests a complete exposure pathway to ecological receptors, an ecological assessment may be conducted. The ecological assessment can be either a qualitative and/or quantitative appraisal of the actual or potential effects on the environment.

The remedial feasibility studies and action plans should discuss remedial alternatives for the restoration of a site as well as any associated environmental impacts. The plans must adhere to federal and state protocols and shall include the following elements: executive summary; preliminary remedial technology; development of alternatives; evaluation of alternatives; risk assessment; and a remedial/restoration schedule. The plans may also need to consider the full range of clean-up alternatives available from no action to complete removal of contaminated material to achieve background or non-detectable levels. This detailed evaluation should address technical, environmental, public health, institutional, and cost analyses. Remediation alternatives that may be considered include, but are not limited to:

- In-situ Technologies
 - Bioremediation
 - Capping
 - Chemical Dehalogenation
 - Dual Phase Extraction
 - In Situ Flushing/chemical oxidation
 - In Situ Thermal Treatment Methods
 - Monitored Natural Attenuation
 - Permeable Reactive Barriers
 - Phytoremediation
 - Thermal Desorption/Destruction

- Soil Vapor Extraction and Air Sparging
- Ex-situ Technologies
 - Activated Carbon Treatment
 - Air Stripping
 - Advanced Chemical Oxidation Processes
 - Ion Exchange
 - Incineration
 - Pump and Treat
 - Soil Excavation
 - Soil Washing

The remedial feasibility studies and action plans will be submitted to the Environmental Management Division for review and comment. The Consultant that develops the remediation plan will be precluded from undertaking the actual remediation work, but may also have a role in the remediation management and oversight.

E. Remedial Actions and Remediation Systems O&M

In some projects consultants may be required to conduct removal actions or implement remedial action plans. This may involve excavations, transport and treatment/disposal of contaminated media and/or in-situ treatment of contaminated soil and groundwater.

The consultant must have experience in installation and operations of in-situ soil, groundwater and/or free product remediation systems, and assessment of operation and maintenance (O&M) programs in order to optimize system performance. Experience with implementation of project data management information systems (PDMIS) as applied to remediation systems is desired.

F. Site Closure Reports

A site closure report may need to be developed for submittal to the regulatory agencies. The report should include, but not be limited to, a discussion of the post-closure maintenance and monitoring required to ensure the permanent integrity of the closed site, and a discussion that delineates the specific measures for closing a site in a manner that protects human health and the environment. These reports shall be prepared under the supervision of and signed and stamped by a California licensed PG, C.HG, C.E.G. or PE, or Risk Assessment professional.

G. Environmental Compliance Assessments

The Port may require environmental compliance assessments to be performed on various facilities. The assessment will include, but not be limited to, the following: identification and documentation of compliance status; review of all facility permits; identification of sources of wastes; sampling and analysis of waste products; onsite inspection of facility conditions and practices; review of pertinent facility documents; compliance with environmental provisions in Port leases and tariffs, and recommendations and conclusions regarding areas of environmental concern. Environmental Compliance Audits must be performed under the oversight of a Professional Geologist, Certified Hydrogeologist, or Professional Engineer with at least 10 years of demonstrable environmental experience.

H. Regulatory Agency Coordination and Regulatory Expertise

The Consultant may be requested to identify, meet, and coordinate with local, state, and federal regulatory agencies to procure applicable permits and/or to facilitate the review and approval of remedial investigations/site characterizations, remedial feasibility studies and action plans, risk assessments, site closure reports, waste classifications, and environmental compliance assessments. The Consultant may be requested to provide guidance and expertise regarding applicable environmental rules and regulations pertaining to environmental conditions and issues for a project site, project activity or Port operations. The consultant will demonstrate recent and relevant working experience with the LA-RWQCB, the DTSC (including GSU and HERD groups), the local CUPA, and the SCAQMD.

I. Technical Expertise and Design Services

The Consultant may be requested to provide technical expertise and design services to address or assess potential environmental technologies, alternatives, or impacts involving a broad spectrum of environmental media, involving air quality, water quality, land use, energy, and natural resources.

Tasks may also include design of remediation systems. The design process will include, but is not limited to:

- Pilot System design and testing
- Development of design drawings approved by a qualified California Professional Engineer
- Cost estimation, procurement, and scheduling including applicable permits

- System Construction and Operation
- System Optimization Analysis

The consultant's technical expertise may be requested to assist in development or enhancement of environmental management systems (EMS) or sustainability programs, and to prepare guidance documents for various Port environmental programs. The Consultant may also be asked by the Port to provide defensible estimates of potential site restoration/remediation costs and remediation schedules.

J. Review of Environmental Documents

The Consultant may be requested to review and summarize the findings of reports submitted to the Port, or obtain and review reports in regulatory agency files, involving remedial investigations/site characterizations, feasibility studies, remedial action plans, risk assessments, site closure reports, environmental compliance assessments, contract bid specifications, and other documents.

K. Litigation Support Services

The Consultant may be requested to provide technical support to attorneys in assessing environmental liability (Phase I Environmental Site Assessments, Regulatory Compliance Audits, Health and Safety Audits), supporting challenging regulatory agency negotiations, and supporting litigation. These tasks may involve: assessing environmental damages; designing cost allocations for multi-party concerns; preparing technical positions and expert reports; participating in mediations; providing deposition and/or trial testimony as a testifying and/or non-testifying expert witness; and in critiquing an opposing side's position for National Contingency Plan (NCP) compliance, relative to standard of practice and scientific merit. Experience working with attorneys representing land owners in transactional issues, providing support during deposition, and expert testimony during deposition and trial phases is desired.

Exhibit "B"
Form of Directive

(Date)
(Consultant)
(Consultant address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Directive No. 1

Project Name

Pursuant to Section 2.2(a) of Agreement No. _____, after receipt of a written Notice to Proceed signed by the Director of the Environmental Management Division, Consultant shall proceed with the following:

<u>Task</u>	<u>Services</u>	<u>Authorized Amount</u>
3	Conceptual Study and Report 3.A Roadway	\$100,000 (lump sum)
3	Conceptual Study and Report 3.B Rail	\$200,000 (lump sum)
3	Conceptual Study and Report 3.C Bridge	\$ 50,000 (lump sum)
3	Conceptual Study and Report 3.D Streetscape	\$150,000 (lump sum)

Consultant shall provide all required task, services, and deliverables in accordance with Exhibit "A" to Agreement No. _____.

Consultant shall complete the work within ___ calendar days from City's transmittal of its written Notice to Proceed.

Consultant shall undertake the following MBE/WBE/SBE/OBE utilization in connection with its performance of this Directive No. ___.

Consultant acknowledges that the terms and conditions of Agreement No. ___ govern this Directive and that its signature below reflects its agreement with the terms and conditions of this Directive No. ___.

If you have any questions, please contact _____ at (310) 732-_____.

ACCEPTED:

(Consultant Name)
Consultant
Date:

GERALDINE KNATZ, Ph.D.
Executive Director
Date:

EXHIBIT B

Exhibit "C"
Form of Notice to Proceed

(Date)
(Consultant)
(Consultant address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Notice to Proceed - Directive No. ____
Project Name

This is to notify and direct you to commence performance of the subject Directive.
Enclosed is your set of the executed Directive documents.

If you have any questions, please contact _____ at (310) 732-_____.

Very truly yours,

Director, Environmental Management Division

Enclosure: Directive No. ____

EXHIBIT "D"
COMPENSATION

PORT OF LOS ANGELES
SCHEDULE OF FEES AND CHARGES

OTHER PROJECT CHARGES

Subconsultant/Subcontractors

The cost of services rendered by subconsultant/subcontractors will be charged at actual costs plus 5% markup.

Communications

The cost of communications including telephone, telex, facsimile, routine postage and incidental copying will be charged at cost.

Travel and Subsistence (Meals, Lodging and Airfare)

The cost of travel will be at actual cost; subsistence will be charged in accordance with the City of Los Angeles travel policy per diem.

Vehicles and Mileage

Company vehicle (not listed in the rate schedule) mileage will be charged at the current Federal Travel Regulation (FTR) mileage allowance.

Reproduction

All outside reproduction materials and supplies will be charged at cost.

NOTE:

When staff appears as expert witnesses in court trials, mediations, arbitration hearings and depositions, their time will be charged at 1.5 times individual hourly rates as stated in consultant's rate schedule.

CONFLICTS:

If any provision of this page of Exhibit "D" conflicts with any fee or charge set forth on any other page of Exhibit "D," the provisions of this page shall be deemed to supersede any such conflicting provision.



Appendix 5 – Rate Schedule and Estimated Fees





WorleyParsons

resources & energy

Infrastructure & Environment

3901 Via Oro Avenue, Suite 100
Long Beach, California 90810 USA
Telephone: +1.310.547.6400
Facsimile: +1.310.547.6410
www.worleyparsons.com

2010 SCHEDULE OF FEES

Valid from January 1, 2010 through December 31, 2010

SCHEDULE OF FEES

1 – TECHNICAL SERVICES

Technical Services performed by personnel of WorleyParsons for hours actually spent on project activity, including office work, field work, and travel time, will be charged at the following hourly rates (in U.S. dollars):

PROFESSIONAL PERSONNEL

Principal	\$190
Chief Engineer / Scientist	\$180
Senior Supervising Engineer / Scientist	\$170
Supervising Engineer / Scientist II	\$165
Supervising Engineer / Scientist I	\$140
Senior Engineer / Scientist II	\$130
Senior Engineer / Scientist I	\$115
Engineer / Scientist II	\$110
Engineer / Scientist I	\$100
Associate Engineer / Scientist	\$95

SUPPORT PERSONNEL

Senior Field Technician	\$80
Field Technician II	\$75
Field Technician I	\$70
Senior Administrative Aide	\$65
Technical Student Intern	\$60

UltraSystems Environmental
Standard Rate Schedule – Environmental Services

Effective January 2010

	<u>Hourly Rates</u>
<u>Professional Staff</u>	
Principal	\$212.00
Project Director	\$175.00
Senior Principal Engineer	\$165.00
Senior Environmental Scientist/Engineer	\$165.00
Senior Project Manager	\$150.00
Project Manager	\$140.00
Scientist/Engineer	\$130.00
Principal Investigator	\$125.00
Field Director	\$119.00
Senior Planner	\$114.00
Senior Biologist	\$ 98.00
Associate Planner	\$ 98.00
Assistant Planner/Environmental Analyst	\$ 98.00
Staff Biologist	\$ 78.00
<u>Support Staff</u>	
Computer Illustrator/Video Imaging	\$ 88.00
Graphic Illustrator/GIS Conformance	\$ 78.00
Word Processor	\$ 78.00
Technician	\$ 75.00
Intern	\$ 47.00
Computer for CAD/GIS Application	\$ 16.50
Computer for Engineering/Environmental/Word Processing/Spreadsheets	\$ 10.50
Photo Copier – B/W	\$.10 per sheet
Photo Copier – Color	\$ 1.00 per sheet

General

Consultant support (printing, reproduction and other direct expenses) will be billed at a rate of cost plus ten (10) percent. Automobile mileage will be charged at a rate of \$0.50 per mile. Travel time will be billed as indicated in the hourly rate schedule above. Authorized overtime for support staff will be billed at one and one-half (1½) times the standard billing rate.

Statements are payable upon receipt, and will be submitted monthly for work in progress and at completion of contract obligations. Fees not paid within sixty (60) days of invoice date will be assessed an interest charge of one and one-half (1½) percent per month from the date due (net 30). Attorney fees and court costs incurred with collection of delinquent accounts will be borne by the client.



GREGG DRILLING & TESTING, INC.
CPT FEE SCHEDULE
2009

SERVICES	DESCRIPTION OF SERVICES	RATE
CPT Rig (Full Day)	Portal to Portal 10 hour minimum Includes: CPT Rig and Support Vehicle, 10cm ² or 15cm ² cone. Tip (q_c), Friction (f_s), and Dynamic Pore Pressure (u_2) recorded at 5cm intervals. One operator and helper, DRAFT CPT plots. Additional services included: Groundwater Sampling, Soil Sampling, soil gas sampling and or Pre-Pak well installation. Materials not included	\$3,750.00/day
CPT Rig (Half Day)	Portal to Portal 5 hour minimum Includes: CPT Rig and Support Vehicle, 10cm ² or 15cm ² cone. Tip (q_c), Friction (f_s), and Dynamic Pore Pressure (u_2) recorded at 5cm intervals. One operator and helper, DRAFT CPT plots. Additional services included: Groundwater Sampling, Soil Sampling, soil gas sampling and or Pre-Pak well installation. Materials not included	\$2,000.00/day
Premium Time	Over 10 hours, Night Work (work performed between 6:00 pm and 6:00 am including mobilization) and weekend work.	\$450.00/hr
Backfill of Test Locations	Bentonite grout or Portland cement	\$2.00/ft
Ultra Violet Induced Fluorescence (UVIF/CPTU)	Daily Rental of UVOST	\$1500.00/day
Seismic Piezocone Testing (SCPT)	Collection of Shear Wave Velocity (V_s) or Compression Wave Velocity (V_p) measurements	Included in Daily Rate
Additional Technician	Additional Technician as requested by client	\$30.00/hr
Per Diem	For work requiring over night stay based on 2 man crew	\$300.00/night
Cancellation Fee	A cancellation fee will be charged for any one day job cancelled within 24 hours of scheduled start time. Cancellation of any scheduled job in excess of one week (5 business days') duration will result in a fee of 10% of the bid price.	\$1,500.00/event



**GREGG DRILLING & TESTING, INC.
CPT FEE SCHEDULE
2009**

SERVICES	DESCRIPTION OF SERVICES	RATE
Soil Sampling Materials	Stainless Steel Sample Rings and Caps	\$8.00/each
Groundwater Sampling	Consumables	\$60.00/sample
	Disposable Teflon Bailers	\$15.00/each
Temporary Piezometer Materials	3/4-inch schedule 40 screen 0.01 or 0.02	\$6.00/ft
	3/4 inch schedule 40 blank	\$4.50/ft
	Disposable Tips (3/4-inch temp. Piezometers)	\$30.00/each
Pre-Pak Well Materials	Disposable Tips (3/4-inch Pre-Pak Wells)	\$35.00/each
	3/4-inch Pre-Pak Well Screen	\$150.00/each
	3/4-inch Pre-Pak Well Bentonite Sleeve	\$110.00/each
	3/4-inch Pre-Pak Well Foam Bridge	\$65.00/each
Soil Gas Sampling	8-inch Well Box	\$125.00/each
	1/4-inch Poly Tubing	\$1.00/ft
Additional Materials	Consumables	\$45.00/sample
	Bentonite Chips	\$12.00/bag
	Portland Cement	\$15.00/bag
	Asphalt Patch	\$12.00/bag
Drums	Concrete	\$12.00/bag
	Soil / Decon D.O.T Approved 45-gal. Drums	\$45.00/each
Level C Upgrade	Cost for upgrading to EPA Level C Protection	\$150.00/day
Level A or B Upgrade	Cost for upgrading to EPA Level A or B Protection	Call for rates
Landing Mats	For access over soft ground or lawns.	\$150.00/day

PRICES ARE EFFECTIVE JANUARY 1ST, 2009. PRICES ARE SUBJECT TO CHANGE.



GREGG DRILLING & TESTING, INC.
CPT FEE SCHEDULE
2009

SERVICES	DESCRIPTION OF SERVICES	RATE
<p align="center">Standard Report</p>	<p>Includes description of work performed, printed CPT plots showing depth (feet), corrected tip (q_t), sleeve friction (f_s), dynamic pore pressure (u_2), friction ratio (Rf) and soil behavior type (SBT), printed pore pressure dissipation test plots (PPDT). Second printed plot showing any additional recorded parameters recorded (N_{60}, Resistivity, UVIF, V_s or V_p step plot etc.) CD with data files (depth, q_c, f_s and U_d) and PDF's of CPT plots.</p>	<p align="center">No Charge</p>
<p align="center">Detailed Interpretations (Geotechnical) Interpreted output requires client specified water table and averaging depth interval.</p>	<p>Includes raw data and calculated correlations. Groundwater table should be supplied by client or an estimate will be used. Files are created in Microsoft Excel.</p>	<p align="center">No Charge</p>
<p align="center">CPT Plots With Additional Calculated Parameters</p>	<p>CPT plots showing additional calculated parameters such as normalized Q_t, normalized friction ratio, t-stress, e-stress, $(N1)_{60}$, S_u, or normalized SBT.</p>	<p align="center">No Charge</p>
<p align="center">CPT Plots Electronic Format</p>	<p>CPT plots generated in .tiff file format.</p>	<p align="center">No Charge</p>
<p align="center">Reproduction of CPT Plots</p>	<p>Additional printed copies of report text, report figures CPT plots, detailed interpretations or Pore Pressure Dissipation Test plots.</p>	<p align="center">\$1.00/each page</p>
<p align="center">Shipping</p>	<p>Cost of shipping additional copies of CPT plots, report figures, pore pressure dissipation test, detailed interpretations or CPT plots with additional calculated parameters.</p>	<p align="center">Cost plus 15%</p>

Standard parameters are recorded in feet (depth), tsf (q_c), tsf (f_s) and psi (u_2). If other units are required Gregg Drilling & Testing, Inc. must be notified prior to start of work. Changes after completion of project will be subject to additional charges.



Gregg Drilling & Testing, Inc.

Southern California Northern California
 2726 Walnut Ave. 950 Howe Rd.
 Signal Hill, CA 90755 Martinez, CA 94553
 Ph (562) 427-6899 Ph (925) 313-6600
 Fax (562) 427-3314 Fax (925) 313-0302

Date: _____

Client: _____

Rig No. _____

Crew: _____

Safety Level: _____

Arrival Time: _____

Departure Time: _____

Tailgate Safety Meeting

Number and type of installation: _____

Other: _____

Client Signature: _____

Printed Name: _____

Date: _____

Section 13751 through 13764 of the California Water Code requires that a report be filed for every groundwater well installation or abandonment. If the client does not elect to submit this report, Gregg Drilling & Testing, Inc. will complete the appropriate paperwork for a \$25 fee per well.

- Client to complete
- GDT to complete

**DRILLING SERVICES
 TIME & MATERIAL FEE SCHEDULE
 EFFECTIVE JANUARY 1, 2010**

Equipment & Labor	Rate	Units	Subtotal	Materials	Rate	Units	Subtotal
Mud Rotary rig, two arm crew, portal to portal, includes rig tender/water truck	340/hour			PVC Well Casing-Schedule 40 2-inch diameter 4-inch diameter	\$5/foot \$10/foot		
Frasco FS400 Mud Rotary Drill Rig, three man crew, portal to portal, includes one rig tender/water truck	\$425/hour			PVC Well Screen-Schedule 40 (slot width 0.01 inch and 0.02 inch) 2-inch diameter 4-inch diameter	\$8/foot \$14/foot		
Truck/Track-Mounted hollow stem auger rig, two man crew, portal to portal includes one support truck	\$235/hour			PVC Caps/Plug/Couplings (Threadered) 2-inch diameter 4-inch diameter	\$10/each \$20/each		
CME 95/Marl high torque hollow ste mrig, three man crew, portal to portal, includes support truck	\$285/hour			PVC Caps/Plug/Couplings (Slip-on) 2-inch diameter 4-inch diameter	\$5/each \$10/each		
Air Vacuum Excavation, two man crew, portal to portal	\$210/hour			Locking Caps 2-inch diameter 4-inch diameter	\$35/each \$45/each		
Truck Mounted Direct Push Rig, one man crew, portal to portal	\$150/hour			Wood Plugs	\$20/each		
Water Truck Rig Tender	\$400/day			Monitoring Well Box (watertight)	\$140/each		
Service Truck	\$200/day			Anodized Stand Pipe	\$250/each		
Mud System	\$250/day			Filter Sand	\$12/bag		
Grout Pump/Steam Cleaner	\$150/day			Bentonite Chips	\$15/bag		
Service Runs	\$100/hour			Bentonite Pellets (5 gallon bucket)	\$80/each		
Front-End Loader/Bobcat	\$350/day			Bentonite Drill Mud	\$30/bag		
Additional Crew Member	\$40/man			Bentonite Grout	\$12/bag		
Premium Time (after 8 hours, portal to portal, nights and weekends, prevailing rate	\$35/man/hr			Ready Mix Concrete	\$15/bag		
Per Diem	\$150/man			Portland Cement Quick Set	\$12/bag		
Subcontractor + Additional Equipment	Cost + 20%			Asphalt Patch	\$6/each		
Equipment Damage	*****			Sample Rings	\$50/each		
				Macro Core Tubes	\$25/each		
				55-gallon Drum	\$1.00/foot		
				Disposable Tips	\$15/each		
				1/4" or 1/2" Tubing	\$25/each		
				Disposable Bailers	\$25/each		
				Traffic Cones	Cost + 20%		
				Additional Safety or Construction Materials	Cost + 20%		

Total Labor & Equipment Total Materials

Prices reflect E.P.A. operational safety level "D" Additional charges will be assessed for levels "A", "B", and "C".
 Terms: Net 30. 3% Reduction of total price if paid within 10 days, 1.5% per month finance charge on accounts 30 days past due.

GREGG WILL NOT ASSUME RESPONSIBILITY FOR LIABILITY FOR DAMAGE OF UNDERGROUND UTILITIES



Gregg Drilling & Testing, Inc.
 Southern California Northern California
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 Signal Hill, CA 90755 Martinez, CA 94553
 Ph (562) 427-6899 Ph (925) 313-5800
 Fax (562) 427-3314 Fax (925) 313-0302

Date: _____
 Client: _____
 Rig No. _____
 Crew: _____
 Safety Level: _____
 Arrival Time: _____
 Departure Time: _____
 Tailgate Safety Meeting
 Number and type of installation: _____
 Other: _____
 Client Signature: _____
 Printed Name: _____
 Date: _____

Section 13751 through 13754 of the California Water Code requires that a report be filed for every groundwater well installation or abandonment. If the client does not elect to submit this report, Gregg Drilling & Testing, Inc. will complete the appropriate paperwork for a \$25 fee per well.

- Client to complete
- GDT to complete

**DRILLING SERVICES
 TIME & MATERIAL FEE SCHEDULE
 EFFECTIVE JANUARY 1, 2010**

Equipment & Labor	Rate	Units	Subtotal	Materials	Rate	Units	Subtotal
Mud Rotary rig, two amn crew, portal to portal, includes rig tender/water truck	\$410/hour			PVC Well Casing-Schedule 40 2-inch diameter 4-inch diameter	\$5/foot \$10/foot		
Frate FS400 Mud Rotary Drill Rig, three man crew, portal to portal, includes one rig tender/water truck	\$530/hour			PVC Well Screen-Schedule 40 (slot width 0.01 inch and 0.02 inch) 2-inch diameter 4-inch diameter	\$8/foot \$14/foot		
Truck/Track-Mounted hollow stem auger rig, two man crew, portal to portal includes one support truck	\$340/hour			PVC Caps/Plug/Couplings (Threadered) 2-inch diameter 4-inch diameter	\$10/each \$15/each		
CME 95/Marl high torque hollow ste mrig, three man crew, portal to portal, includes support truck	\$400/hour			PVC Caps/Plug/Couplings (Slip-on) 2-inch diameter 4-inch diameter	\$5/each \$10/each		
Air Vacuum Excavation, two man crew, portal to portal	\$290/hour			Locking Caps 2-inch diameter 4-inch diameter	\$35/each \$45/each		
Truck Mounted Direct Push Rig, one man crew, portal to portal	\$200/hour			Wood Plugs	\$20/each		
Water Truck Rig Tender	\$400/day			Monitoring Well Box (watertight)	\$140/each		
Service Truck	\$200/day			Anodized Stand Pipe	\$250/each		
Mud System	\$250/day			Filter Sand	\$15/bag		
Grout Pump/Steam Cleaner	\$150/day			Bentonite Chips	\$15/bag		
Service Runs	\$100/hour			Bentonite Pellets (5 gallon bucket)	\$80/each		
Front-End Loader/Boat	\$350/day			Bentonite Drill Mud	\$30/bag		
Additional Crew Member	\$75/man			Bentonite Grout	\$10/bag		
Premium Time (after 8 hours, portal to portal, nights and weekends - surcharge man/hour	\$55/hour			Ready Mix Concrete	\$15/bag		
Per Diem	\$150/man			Portland Cement Quick Set	\$11/bag		
Subcontractor + Additional Equipment	Cost + 20%			Asphalt Patch	\$6/each		
Equipment Damage	*****			Sample Rings	\$55/each		
				Macro Core Tubes	\$25/each		
				55-gallon Drum	\$1,00/foot		
				Disposable Tips	\$15/each		
				1/4" or 1/2" Tubing			
				Disposable Bailers			
				Traffic Cones	\$25/each		
				Additional Safety or Construction Materials	Cost + 20%		

Total Labor & Equipment Total Materials

Prices reflect E.P.A. operational safety level "D". Additional charges will be assessed for levels "A", "B", and "C".
 Terms: Net 30. 3% Reduction of total price if paid within 10 days, 1.5% per month finance charge on accounts 30 days past due.

GREGG WILL NOT ASSUME RESPONSIBILITY FOR LIABILITY FOR DAMAGE OF UNDERGROUND UTILITIES



**GREGG DRILLING & TESTING, INC.
PREVAILING WAGE CPT FEE SCHEDULE
2009**

SERVICES	DESCRIPTION OF SERVICES	RATE
CPT Rig (Full Day)	Portal to Portal 10 hour minimum Includes: CPT Rig and Support Vehicle, 10cm ² or 15cm ² cone. Tip (q_c), Friction (f_s), and Dynamic Pore Pressure (u_2) recorded at 5cm intervals. One operator and helper, DRAFT CPT plots. Additional services included: Groundwater Sampling, Soil Sampling, soil gas sampling and or Pre-Pak well installation. Materials not included	\$4,500.00/day
CPT Rig (Half Day)	Portal to Portal 5 hour minimum Includes: CPT Rig and Support Vehicle, 10cm ² or 15cm ² cone. Tip (q_c), Friction (f_s), and Dynamic Pore Pressure (u_2) recorded at 5cm intervals. One operator and helper, DRAFT CPT plots. Additional services included: Groundwater Sampling, Soil Sampling, soil gas sampling and or Pre-Pak well installation. Materials not included	\$2,500.00/day
Premium Time	Over 10 hours, Night Work (work performed between 6:00 pm and 6:00 am including mobilization) and weekend work.	\$450.00/hr
Backfill of Test Locations	Bentonite grout or Portland cement	\$2.00/ft
Ultra Violet Induced Fluorescence (UVIF/CPTU)	Daily Rental of UVOST	\$1500.00/day
Seismic Piezocone Testing (SCPT)	Collection of Shear Wave Velocity (V_s) or Compression Wave Velocity (V_p) measurements	Included in Daily Rate
Additional Technician	Additional Technician as requested by client	\$50.00/hr
Per Diem	For work requiring over night stay based on 2 man crew	\$300.00/night
Cancellation Fee	A cancellation fee will be charged for any one day job cancelled within 24 hours of scheduled start time. Cancellation of any scheduled job in excess of one week (5 business days') duration will result in a fee of 10% of the bid price.	\$1,500.00/event



**GREGG DRILLING & TESTING, INC.
PREVAILING WAGE CPT FEE SCHEDULE
2009**

SERVICES	DESCRIPTION OF SERVICES	RATE
Soil Sampling Materials	Stainless Steel Sample Rings and Caps	\$8.00/each
Groundwater Sampling	Consumables	\$60.00/sample
	Disposable Teflon Bailers	\$15.00/each
Temporary Piezometer Materials	3/4-inch schedule 40 screen 0.01 or 0.02	\$6.00/ft
	3/4 inch schedule 40 blank	\$4.50/ft
	Disposable Tips (3/4-inch temp. Piezometers)	\$30.00/each
Pre-Pak Well Materials	Disposable Tips (3/4-inch Pre-Pak Wells)	\$35.00/each
	3/4-inch Pre-Pak Well Screen	\$150.00/each
	3/4-inch Pre-Pak Well Bentonite Sleeve	\$110.00/each
	3/4-inch Pre-Pak Well Foam Bridge	\$65.00/each
Soil Gas Sampling	8-inch Well Box	\$125.00/each
	1/4-inch Poly Tubing	\$1.00/ft
Additional Materials	Consumables	\$45.00/sample
	Bentonite Chips	\$12.00/bag
	Portland Cement	\$15.00/bag
	Asphalt Patch	\$12.00/bag
Drums	Concrete	\$12.00/bag
	Soil / Decon D.O.T Approved 45-gal. Drums	\$45.00/each
Level C Upgrade	Cost for upgrading to EPA Level C Protection	\$150.00/day
Level A or B Upgrade	Cost for upgrading to EPA Level A or B Protection	Call for rates
Landing Mats	For access over soft ground or lawns.	\$150.00/day

PRICES ARE EFFECTIVE JANUARY 1ST, 2009. PRICES ARE SUBJECT TO CHANGE.



GREGG DRILLING & TESTING, INC.
PREVAILING WAGE CPT FEE SCHEDULE
2009

SERVICES	DESCRIPTION OF SERVICES	RATE
<p align="center">Standard Report</p>	<p>Includes description of work performed, printed CPT plots showing depth (feet), corrected tip (q_t), sleeve friction (f_s), dynamic pore pressure (u_2), friction ratio (Rf) and soil behavior type (SBT), printed pore pressure dissipation test plots (PPDT). Second printed plot showing any additional recorded parameters recorded (N_{60}, Resistivity, UVIF, V_s or V_p step plot etc.) CD with data files (depth, q_c, f_s and U_d) and PDF's of CPT plots.</p>	<p align="center">No Charge</p>
<p align="center">Detailed Interpretations (Geotechnical) Interpreted output requires client specified water table and averaging depth interval.</p>	<p>Includes raw data and calculated correlations. Groundwater table should be supplied by client or an estimate will be used. Files are created in Microsoft Excel.</p>	<p align="center">No Charge</p>
<p align="center">CPT Plots With Additional Calculated Parameters</p>	<p>CPT plots showing additional calculated parameters such as normalized Q_t, normalized friction ratio, t-stress, e-stress, $(N1)_{60}$, S_u, or normalized SBT.</p>	<p align="center">No Charge</p>
<p align="center">CPT Plots Electronic Format</p>	<p>CPT plots generated in .tiff file format.</p>	<p align="center">No Charge</p>
<p align="center">Reproduction of CPT Plots</p>	<p>Additional printed copies of report text, report figures CPT plots, detailed interpretations or Pore Pressure Dissipation Test plots.</p>	<p align="center">\$1.00/each page</p>
<p align="center">Shipping</p>	<p>Cost of shipping additional copies of CPT plots, report figures, pore pressure dissipation test, detailed interpretations or CPT plots with additional calculated parameters.</p>	<p align="center">Cost plus 15%</p>

Standard parameters are recorded in feet (depth), tsf (q_c), tsf (f_s) and psi (u_2). If other units are required Gregg Drilling & Testing, Inc. must be notified prior to start of work. Changes after completion of project will be subject to additional charges.



Inorganics & General Chemistry (Water)	Method	Price
Alkalinity, Bicarbonate	SM 2320B	\$30
Alkalinity, Carbonate	SM 2320B	\$30
Alkalinity, Hydroxide	SM 2320B	\$30
Alkalinity, total	SM 2320B	\$30
Ammonia-N	EPA 350.1	\$30
Asbestos	EPA 100.2	\$150
Biochemical Oxygen Demand	SM 5210 B	\$55
Biochemical Oxygen Demand, Carbonaceous	SM 5210 B	\$55
Bromate	EPA 300.1	\$65
Bromate, low level	EPA 326.0	\$100
Bromide	EPA 300.0	\$30
Bromide, low level	EPA 300.1	\$65
Bromide, UV, low level	EPA 326	\$65
Carbon Dioxide	SM 4500-CO2 D	\$48
Carbon, Dissolved Organic (DOC)	SM 5310C	\$60
Carbon, Total Organic (TOC)	SM 5310 C	\$48
Chemical Oxygen Demand	EPA 410.4	\$35
Chloramine	SM 4500-ClO2 D	\$85
Chlorate	EPA 300.1	\$65
Chloride	EPA 300.0	\$30
Chlorine Demand	SM 2350 B	\$180
Chlorine Dioxide	SM 4500-ClO2 D	\$70
Chlorine, Residual, Free	SM 4500-Cl G	\$35
Chlorine, Residual, Total	SM 4500-Cl G	\$35
Chlorite	EPA 300.1	\$65
Chlorite, UV low level	EPA 326	\$65
Chlorophyll	SM 10200H	\$100
Chromium, Hexavalent	EPA 7196A	\$45
Chromium, Hexavalent	SM 3500-Cr D	\$45
Chromium, Hexavalent (IC)	EPA 218.6	\$100
Chromium, Hexavalent (IC)	EPA 7199	\$100
Color	SM 2120B	\$18
Cyanide, amenable	SM 4500-CN G	\$75
Cyanide, total	EPA 335.4	\$50
Cyanide, WAD	EPA 335.4	\$50
Density	ASTM D1475	\$30
Flashpoint	ASTM D93/EPA 1010	\$50
Fluoride	EPA 300.0	\$30
Halogens, Total Organic (TOX)	EPA9020B	\$120
Halogens, Total Organic (TOX)	SM 5320 B	\$75
Hardness	EPA 200.7	\$45
Hydrogen Peroxide low level	FMC	\$85
Ignitability / Flashpoint	EPA 1010	\$50
Iodide	EPA 9056 M	\$70
Iron, Ferrous	SM 3500-Fe B	\$30
Langelier index	SM 2330 B	\$90
Nitrate-N	EPA 353.2	\$30
Nitrate-NO3	EPA 353.2	\$30
Nitrite-N	EPA 353.2	\$30
Nitrite-NO2	EPA 353.2	\$30
Nitrogen, Inorganic	EPA 350.1+353.2	\$150
Nitrogen, Organic	SM4500Norg B	\$100
Nitrogen, Total	EPA 353.2+351.2	\$100
Nitrogen, Total Kjeldahl (TKN)	EPA 351.2	\$75
NO2+NO3-N	EPA 353.2	\$40



Inorganics & General Chemistry (Water)	Method	Price
Odor	EPA 140.1	\$18
Oil and Grease	EPA 1664A	\$55
Oil and Grease, Non-polar	EPA 1664A	\$65
Orthophosphate-P	EPA 365.3	\$30
Orthophosphate-PO4	EPA 365.3	\$30
Oxidation-Reduction Potential of Water	SM 2580B	\$25
Oxygen, Dissolved	SM 4500-O G	\$30
Partical size distribution	ASTM D4464M	\$200
Perchlorate (IC)	EPA 314.0	\$60
Perchlorate (IC/MS/MS)	EPA 332.0	\$175
Perchlorate (LC/MS/MS)	EPA 331.0	\$175
Perchlorate (LC/MS/MS)	EPA 6850	\$175
Persulfate by Permanganate titration	Klozur Titration	\$30
pH	SM 4500-H+ B	\$12
Phenolics	EPA 420.4	\$65
Phosphate, Total as PO4	EPA 365.3	\$45
Phosphorus, Total as P	EPA 365.3	\$45
Phosphorus, total acid hydrolyzable	EPA 365.3	\$55
Salinity	SM 2520 B	\$35
Sodium Absorption Ratio (SAR)	EPA 200.7	\$75
Solids, Settleable (SS)	SM 2540 F	\$30
Solids, Total (TS)	SM 2540 B	\$30
Solids, Total Dissolved (TDS)	SM 2540 C	\$30
Solids, Total Suspended (TSS)	SM 2540 D	\$30
Solids, Total Volatile (TVS)	EPA 160.4	\$30
Solids, Volatile Suspended (VSS)	EPA 160.4	\$30
Specific Conductance (EC)	SM 2510 B	\$25
Specific Gravity	ASTM D1429	\$30
Sulfate	EPA 300.0	\$30
Sulfide, dissolved	SM 4500-S2 D	\$25
Sulfide, total	EPA 9034	\$50
Sulfide, total	SM 4500-S2 D	\$50
Sulfite	SM 4500-SO3 B	\$40
Surfactants (Cobalt Thiocyanate Active Substances)	SM 5540 D	\$180
Surfactants (Methylene Blue Active Substances)	SM 5540 C	\$45
Thiosulfate	LACSD 253B	\$45
Turbidity	EPA 180.1	\$25
UV254	SM 5910 B	\$50



Microbiology (Water)				Method	Price
Coliform, E.Coli				SM 9221 F	\$20
Coliform, E.Coli Quantitray				SM 9223 B	\$30
Coliform, Fecal				SM 9221 E	\$45
Coliform, Total				SM 9221 B	\$45
Coliform, Total & E.Coli (presence/absence) Colilert				SM 9223 B	\$20
Coliform, Total & E.Coli Quantitray				SM 9223 B	\$30
Enterococcus				Enterolert	\$65
Heterotrophic Plate Count				SM 9215 B	\$30
Radiochemistry (Water)				Method	Price
Gross Alpha				EPA 900.0	\$50
Gross Beta				EPA 900.0	\$50
Gross Alpha & Beta				EPA 900.0	\$65
Uranium				EPA 200.8	\$90
Radium 226				EPA 903.1	\$150 ¹
Radium 228				EPA Ra-05	\$200 ¹
Combined Radium 226 & 228				EPA 903.1 & Ra-05	\$350 ¹
Gross radium				EPA 903.0	\$75 ¹
Tritium				EPA 906.0	\$90 ¹
Strontium 90				EPA 905.0	\$180 ¹
Radon				SM7500N	\$65 ¹
Metals by ICP & ICPMS (Water)				Method	Price
Aluminum	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Antimony	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Arsenic	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Arsenic speciation (III/IV)		EPA 200.8			\$85
Barium	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Beryllium	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Bismuth		EPA 200.8		EPA 6020	\$35
Boron	EPA 200.7	EPA 200.8	EPA 6010B		\$20
Cadmium	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Calcium	EPA 200.7	EPA 200.8	EPA 6010B		\$35
Cesium		EPA 200.8			\$20
Chromium	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Cobalt	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Copper	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Gallium		EPA 200.8			\$35
Germanium		EPA 200.8			\$35
Gold		EPA 200.8			\$50
Indium		EPA 200.8			\$35
Iridium		EPA 200.8			\$35
Iron	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Lead	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Lithium	EPA 200.7	EPA 200.8	EPA 6010B		\$20
Magnesium	EPA 200.7	EPA 200.8	EPA 6010B		\$20
Manganese	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Molybdenum	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Nickel	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Phosphorus	EPA 200.7		EPA 6010B		\$35
Potassium	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Rhodium		EPA 200.8			\$35
Rubidium		EPA 200.8			\$35
Ruthenium		EPA 200.8			\$35
Selenium	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Silica	EPA 200.7	EPA 200.8	EPA 6010B		\$20
Silicon	EPA 200.7		EPA 6010B		\$20



Metals by ICP & ICPMS (Water)				Method	Price
Silver	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Sodium	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Strontium	EPA 200.7	EPA 200.8	EPA 6010B		\$35
Sulfur	EPA 200.7		EPA 6010B		\$55
Tantalum		EPA 200.8			\$35
Thallium	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Thorium		EPA 200.8			\$35
Tin	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$35
Titanium	EPA 200.7	EPA 200.8			\$35
Tungsten		EPA 200.8			\$35
Uranium		EPA 200.8			\$35
Vanadium	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Zinc	EPA 200.7	EPA 200.8	EPA 6010B	EPA 6020	\$20
Zirconium		EPA 200.8		EPA 6020	\$35
Metals - Mercury (Water)				Method	Price
Mercury				EPA 7470A	\$45
Mercury (AF)				EPA 245.7	\$65
Mercury (CV)				EPA 245.1	\$45
Mercury (ICPMS)				EPA 200.8	\$30
Mercury, low level				EPA 1631E	\$95
Metals - Ultra Low Level (Water)				Method	Price
Total Antimony				EPA 1640	\$50
Total Antimony - Reductive Coprecipitation				EPA 1640	\$85
Total Arsenic - Reductive Coprecipitation				EPA 1640	\$85
Total Beryllium				EPA 1638	\$50
Total Beryllium - Reductive Coprecipitation				EPA 1640	\$85
Total Cadmium - Column Preconcentration				EPA 1640	\$85
Total Chromium - Reductive Coprecipitation				EPA 1640	\$85
Total Cobalt - Column Preconcentration				EPA 1640	\$85
Total Copper - Column Preconcentration				EPA 1640	\$85
Total Iron - Column Preconcentration				EPA 1640	\$85
Total Lead - Column Preconcentration				EPA 1640	\$85
Total Nickel - Column Preconcentration				EPA 1640	\$85
Total Selenium - Cobalt Coprecipitation				EPA 1640	\$85
Total Silver				EPA 1640	\$85
Total Thallium - Reductive Coprecipitation				EPA 1640	\$85
Total Zinc - Preconcentration				EPA 1640	\$85



Specialty Organics (Water)	Method	Price
Bicine	IC/MS/MS	\$400
Volatile Organics specific to Pharmaceutical Mfg. Industry	EPA 1666	\$250
Geosmin & MIB	SM 6040 D	\$250
Hydrazine (HPLC)	OSHA 20M	\$250
Melamine & Cyanuric Acid	LC/MS/MS	\$400
Methyl Isothiocyanate	EPA 131	\$180
NDMA, DMA, Bromacil (GC/NPD)	EPA 607M	\$400
Organophosphorus Pesticides - low level	EPA 525.2	\$300
Parachlorobenzene Sulfonic Acid (PCBSA)	IC/MS/MS	\$300
PCB Congener Screen	GCMS SIM	\$300
Perfluorooctane Sulfonate & Perfluorooctanoic Acid (PFOS/PFOA)	EPA 537M	\$350
Tributyltin	GC/MS	\$200
Pharmaceuticals, Personal Care Products & Endocrine Disruptors (PPCP/EDC)	Method	Price
PPCP - Alkyl Phenols (GCMS-SIM)	GCMS SIM	\$350 ⁵
PPCP - Hormones (LCMSMS-APCI+)	EPA1694M-APCI	\$400 ⁵
PPCP - Morphine (LCMSMS-ESI+)	EPA1694M-ESI+	\$400
PPCP - Pharmaceuticals (LCMSMS-ESI-)	EPA1694M-ESI-	\$400 ⁵
PPCP - Pharmaceuticals (LCMSMS-ESI+)	EPA1694M-ESI+	\$400 ⁵
PPCP - Polybrominated Diphenyl Ethers (PBDEs)	GCMS SIM	\$350 ⁵
Pyrethroid Pesticides (GC/MS SIM)	GC/MS NCI-SIM	\$350 ⁵
Unregulated Contaminant Monitoring Rule (Water)	Method	Price
UCMR1 List 1	EPA 525.2	\$300 ⁶
UCMR1 List 2	EPA 526	\$300 ⁶
UCMR1 List 2 Phenols	EPA 528	\$300 ⁶
UCMR1 List 2 Diuron & Linuron	EPA 532	\$200 ⁶
UCMR2 Nitrosamines	EPA 521	\$350 ⁶
UCMR2 Acetanilide Pesticide Parents	EPA 525.2	\$250 ⁶
UCMR2 Pesticides & Flame Retardants	EPA 527	\$275 ⁶
UCMR2 Explosives	EPA 529	\$275 ⁶
UCMR2 Acetanilide Degradates	EPA 535	\$400 ⁶



Organics (Water)	Method	Price
1,2,3-Trichloropropane (TCP) (GCMS-SIM)	SRL 524M-TCP	\$200
Dioxin (2,3,7,8-TCDD)	EPA 1631B	\$650
Fumigants (EDB, DBCP)	EPA 504.1	\$140
Organochlorine Pesticides & PCBs	EPA 508	\$140
Chlorinated Acid Herbicides	EPA 515.3	\$150
Volatile Organic Compounds	EPA 524.2	\$300
Semivolatile Organics	EPA 525.2	\$300
Carbamates	EPA 531.1	\$150
Glyphosate	EPA 547	\$100
Endothall	EPA 548.1	\$150
Diquat & Paraquat	EPA 549.2	\$180
Disinfection Byproducts	EPA 551.1	\$150
Haloacetic Acids	EPA 552.2	\$180
Aldehydes	EPA 556	\$180
Organochlorine Pesticides	EPA 608	\$180
Organochlorine Pesticides/PCBs - low level	EPA 608	\$180
Polychlorinated Biphenyls	EPA 608	\$140
Volatile Organic Compounds	EPA 624	\$200
Semivolatile Organic Compounds	EPA 625	\$350
Diuron	EPA 632	\$200
1-Butanol	EPA 8015B	\$120
1-Propanol	EPA 8015B	\$120
2-Dimethylaminoethanol	EPA 8015B	\$120
Diethylene Glycol	EPA 8015B	\$120
Diethylene Glycol Butylether	EPA 8015B	\$120
Ethylene & Propylene Glycol	EPA 8015B	\$120
Ethylene glycol butyl ether, Butyl Cellosolve	EPA 8015B	\$120
Ethylene glycol monoethyl ether, Cellosolve	EPA 8015B	\$120
Ethylene glycol monomethyl ether, MethylCellosolve	EPA 8015B	\$120
Glycol, Triethylene	EPA 8015B	\$120
Isobutanol	EPA 8015B	\$120
Methanol, Ethanol, Isopropanol	EPA 8015B	\$120
TPH Diesel & Oil Range Organics (DRO/ORO)	EPA 8015B	\$65
TPH Gasoline Range Organics (GRO)	EPA 8015B	\$65
Organochlorine Pesticides	EPA 8081A	\$180
Organochlorine Pesticides - Appx9+Mirex	EPA 8081A	\$180
Organochlorine Pesticides and PCBs	EPA 8081A/8082	\$200
Organophosphorus Pesticides	EPA 8141A	\$220
Chlorinated Herbicides	EPA 8151A	\$250
Volatile Organic Compounds+Oxys	EPA 8260B	\$200
Phenols-SIM	EPA 8270 SIM	\$200
Polynuclear Aromatics-SIM	EPA 8270 SIM	\$240
Semivolatile Organic Compounds	EPA 8270C	\$300
Semivolatile Organics - Appendix 2	EPA 8270C	\$350
Semivolatile Organics - Appendix 9	EPA 8270C	\$350
1,4-Dioxane	EPA 8270M	\$180
Formaldehyde & Acetaldehyde	EPA 8315A	\$200
Acrylamide, low level (LC/MS/MS)	EPA 8316	\$400
Carbamates	EPA 8318	\$150
Explosives	EPA 8330A	\$300



Inorganics & General Chemistry (Solid)	Method	Price
Bromate	EPA 300.1M	\$78
Bromide	EPA 9056	\$42
Cation Exchange Capacity	EPA 9081	\$60
Chlorate	EPA 300.1M	\$78
Chloride	EPA 9056	\$42
Chromium, Hexavalent	EPA 7196	\$95
Chromium, Hexavalent (IC)	EPA 7199	\$150
Cyanide	EPA 9014M	\$50
Density	ASTM D1475	\$30
Fluoride	EPA 9056	\$42
Halogens, Extractable Organic (EOX)	EPA 9023	\$150
Halogens, Total Organic (TOX)	EPA 9020M	\$120
Ignitability by Flashpoint	EPA 1010M	\$50
Inorganic Nitrogen	EPA 350.1+353.2	\$150
Iodide in solid	EPA 9056M	\$95
Moisture, Percent	EPA 160.3	\$20
Nitrate-N	EPA 353.2M	\$42
Nitrite-N	EPA 353.2M	\$42
Nitrogen, Total	EPA 353.2+351.2	\$100
Nitrogen, Total Kjeldahl (TKN)	EPA351.2M	\$75
NO ₂ +NO ₃ -N	EPA 353.2	\$42
Oil and Grease	EPA 1664M	\$70
Oil and Grease Non-polar	EPA 1664M	\$70
Organic Nitrogen	SM 4500-Norg B	\$100
Orthophosphate-P	EPA 365.3M	\$30
Paint filter liquids test	EPA 9095A	\$30
Partical size distribution	ASTM D2862	\$75
Perchlorate (IC)	EPA 314M	\$75
Perchlorate, low level (IC/MS/MS)	EPA 332.0M	\$200
Perchlorate, low level (LC/MS/MS)	EPA 331.0M	\$200
Perchlorate, low level (LC/MS/MS)	EPA 6850	\$200
pH	EPA 9045C	\$20
Phenolics	EPA 9065M	\$120
Phosphate, Total as PO ₄	EPA 365.3M	\$45
Phosphorus, Total as P	EPA 365.3M	\$45
Solids, Total Volatile (TVS)	Gravimetric	\$30
Specific Conductance (EC)	SM 2510 B m	\$25
Sulfate	EPA 9056	\$42
Sulfide, water soluble	SM 4500S2 D	\$50
Sulfite	SM 4500-SO3 B m	\$40
Sulfur	EPA 6010B	\$105
Surfactants - Methylene Blue Active Substances (MBAS)	SM 5540 C m	\$45
Water Content - Karl Fischer	ASTM D4017	\$90
Water Content (GC)	EPA 24	\$75



Microbiology (Solid)		Method	Price
Coliform, E. Coli		SM 9221 F m	\$20
Coliform, Fecal		SM 9221 E m	\$45
Coliform, Total & Fecal		SM 9221 B m	\$60
Heterotrophic Plate Count		SM 9215 B m	\$30
Metals by ICP & ICPMS (Solid)		Method	Price
Aluminum	EPA 6010B	EPA 6020	\$20
Antimony	EPA 6010B	EPA 6020	\$20
Arsenic	EPA 6010B	EPA 6020	\$20
Barium	EPA 6010B	EPA 6020	\$20
Beryllium	EPA 6010B	EPA 6020	\$20
Bismuth		EPA 6020	\$35
Boron	EPA 6010B		\$20
Cadmium	EPA 6010B	EPA 6020	\$20
Calcium	EPA 6010B	EPA 6020	\$20
Chromium	EPA 6010B	EPA 6020	\$20
Cobalt	EPA 6010B	EPA 6020	\$20
Copper	EPA 6010B	EPA 6020	\$20
Iron	EPA 6010B	EPA 6020	\$20
Lead	EPA 6010B	EPA 6020	\$20
Lithium	EPA 6010B		\$20
Magnesium	EPA 6010B		\$20
Manganese	EPA 6010B	EPA 6020	\$20
Molybdenum	EPA 6010B	EPA 6020	\$20
Nickel	EPA 6010B	EPA 6020	\$35
Phosphorus	EPA 6010B		\$20
Potassium		EPA 6020	\$50
Rhenium	EPA 6010B	EPA 6020	\$20
Selenium	EPA 6010B		\$20
Silica	EPA 6010B		\$20
Silicon	EPA 6010B	EPA 6020	\$20
Silver	EPA 6010B	EPA 6020	\$20
Sodium	EPA 6010B	EPA 6020	\$35
Strontium	EPA 6010B	EPA 6020	\$105
Sulfur	EPA 6010B		\$35
Tellurium		EPA 6020	\$35
Thalium	EPA 6010B	EPA 6020	\$20
Thorium		EPA 6020	\$35
Tin	EPA 6010B	EPA 6020	\$35
Titanium	EPA 6010B	EPA 6020	\$35
Uranium		EPA 6020	\$35
Vanadium	EPA 6010B	EPA 6020	\$20
Zinc	EPA 6010B	EPA 6020	\$20
Zirconium		EPA 6020	\$35
Metals - Mercury (Solid)		Method	Price
Mercury		EPA 7471	\$45



Organics (Solid)	Method	Price
Fumigants (EDB, DBCP)	EPA 504.1M	\$180
Glyphosate	EPA 547M	\$140
Diquat & Paraquat	EPA 549.2M	\$200
Aldehydes	EPA 556M	\$250
Diuron, leachable	EPA 632M	\$200
Alcohol, Methanol, Ethanol, Isopropanol	EPA 8015B	\$120
Glycol, Diethylene	EPA 8015B	\$120
Glycol, Ethylene & Propylene	EPA 8015B	\$120
Glycol, Triethylene	EPA 8015B	\$120
TPH Diesel & Oil Range Organics (DRO/ORO)	EPA 8015B	\$65
TPH Gasoline Range Organics (GRO)	EPA 8015B	\$65
Organochlorine Pesticides	EPA 8081A	\$180
PCBs	EPA 8082	\$140
Organochlorine Pesticides and PCBs	EPA 8081A/8082	\$200
Organophosphorus Pesticides	EPA 8141A	\$220
Chlorinated Herbicides	EPA 8151A	\$250
Volatile Organic Compounds	EPA 8260B	\$200
Semivolatile Organics	EPA 8270C	\$300
Semivolatile Organics Appendix 9	EPA 8270C	\$350
Phenols, low level (GCMS-SIM)	EPA 8270C-SIM	\$240
Polynuclear Aromatics, low level (GCMS-SIM)	EPA 8270C-SIM	\$240
1,4-Dioxane	EPA 8270M	\$180
Formaldehyde+Acetaldehyde	EPA 8315A	\$250
Carbamates	EPA 8318	\$150
Explosives	EPA 8330A	\$300
Specialty Organics (Solid)	Method	Price
Caprolactam (LCMS)	LCMS	\$350
Hydrazine (HPLC)	OSHA 20M	\$250
NDMA, DMA, Bromacil (GC/NPD)	EPA 607M	\$400
Perfluorooctane Sulfonate & Perfluorooctanoic Acid (PFOS/PFOA)	EPA 537M	\$350
Polybrominated Diphenyl Ethers (PBDEs)	GCMS SIM	\$350
Pyrethroid Pesticides (GCMS-SIM)	GC/MS NCI-SIM	\$350
Sample Preparation	Method	Price
Digestion of oil	EPA 3040	\$50
Alkaline digestion for Cr VI	EPA 3060	\$60
Filtration	---	\$15
Digestion charge/preparation for special matrix	---	\$35
WET (Waste Extraction Test)	22CCR261.24	\$75
TCLP extraction for metals and semi-volatiles	EPA 1311	\$100
TCLP zero Headspace Extraction (ZHE) for volatiles	EPA 1311	\$130
Analytical Groups	Method	Price
General Mineral Group	Various	\$210 ³
General Physical [Color, Odor and Turbidity]	EPA 110.2 / 140.1 / 180.1	\$40
Inorganic Chemicals Group	Various	\$300 ⁴
CAM Metals (16) add mercury separately		\$245 ²



AIR EMISSIONS - AQMD REGULATIONS		
	Method	Price
VOC calculation with exempt solvents	EPA 24 / ASTM D3960	\$300 ⁷
Acetone method 311	SCAQMD 311	\$100
VOC speciation by GC/MS	GC/MS	\$190
Rule 1420 Lead analysis - Ambient	SCAQMD Rule 1420	\$50
Activated Carbon - Hydrogen Sulfide Breakthrough Capacity	ASTM D6646-03	\$350
Other AQMD test methods	SCAQMD	Quote

FIELD SERVICES		Price
24 hour composite sampling of wastewater		\$180 ⁸
Grab samples		\$60 ⁸
Sample pick-up		\$50 ⁸
Other sampling (soil, groundwater, air)		Quote
Field technician, per hour		\$90
Field equipment rental		Quote
Mileage charge, per mile		\$1

OTHER SERVICES		Price
Expert witness / litigation, per hour		\$500
Field technician, per hour		\$90
Chemist, per hour		\$100
Project Manager / IT Manager, per hour		\$120
QA Manager / Lab Director, per hour		\$140
QC Data packages		
Level IV (CLP Like Data Package)		15%
Level III (Summary CLP like Data Package)		10%
Level II (Standard QC Data Package)		No charge
Copies of chromatograms added to Level II, per analysis		\$10
Special QC requirements for contract specific QAPP		Quote
Electronic deliverables		
EDD on disk in standard formats		5%
EDD in special format required by client		Quote
Other Surcharges		
RUSH Surcharges - same workday		150%
RUSH Surcharges - 1 workday		100%
RUSH Surcharges - 2 to 3 workdays		75%
RUSH Surcharges - 4 to 5 workdays		30%
Extraction Rush Charge - same workday		75% ¹¹
Extraction Rush Charge - 1 workday		50% ¹¹
Weekend/holiday charge, per batch, per day		\$75 ¹²
Wastewater self-monitoring reports (LACSD)		\$15

FOOTNOTES

- 1 = Subcontracted tests
- 2 = As Ag Ba Be Cd Co Cr Cu Mo Ni Pb Sb Se Tl V Zn
- 3 = Sodium, potassium, calcium, magnesium, bicarbonate, carbonate, hydroxide alkalinity, fluoride, nitrate, chloride, sulfate, pH, specific conductance, total dissolved solids, total hardness, copper, iron, manganese, zinc and MBAS
- 4 = Regulated trace metals (Al Sb As Ba Be Cd Cr Pb Hg Ni Se Ag Tl), cyanide, fluoride, nitrate and nitrite
- 5 = Please contact the lab for a list of target compounds
- 6 = UCMR must be pre-scheduled with lab prior to sampling
- 7 = VOC calculation with exempt solvents includes volatile content, density, water & exempt solvents by GC
- 8 = Prices may be higher for some geographical areas or difficult to reach sampling points.
- 9 = Please contact the lab for a detailed description of deliverables or www.wecklabs.com
- 10 = Surcharge applies if packages are requested with the work order. Prices may be higher if data retrieval is needed.
- 11 = Charge applied when insufficient holding time remains upon receipt
- 12 = Charge applies to set up or read bacteriological samples, BOD5 and other tests.



Fee Schedule Field Services

As of July 2010

Mobile Laboratory Services

On-Site Analysis - Soil and Water

\$1,650/day, up to 30 samples - TPH gas/diesel or 20 samples - TPH extended

TPH CA Luft/8015M Method – Total Petroleum Hydrocarbons (TPH)

\$59/sample for additional runs within 8-hour day

\$1,650/day, up to 30 samples - TRPH

EPA Method 418.1 – Total Recoverable Petroleum Hydrocarbons (TRPH)

\$59/sample for additional runs within 8-hour day

\$1,650/day, up to 15 samples – VOC's

EPA Method 8260B – Volatile Organic Compounds (VOC's), 5030 or 5035 prep method

\$125/sample for additional runs within 8-hour day

On-Site Analysis - Soil Gas

\$1,650/day, up to 15 analyses (e.g. 12 samples + purge volume test + duplicate)

EPA Method 8260B – Volatile Organic Compounds (VOC's)

\$125/sample for additional runs within 8-hour day

\$2,100/day, up to 12 analyses (e.g. 9 samples + purge volume test + duplicate)

EPA Method TO-15 – Volatile Organic Compounds (VOC's)

\$175/sample for additional runs within 8-hour day

\$1,650/day, up to 30 analyses

EPA Method 8015M/Luft – Methane (CH₄)

\$49/sample for additional runs within 8-hour day

Additional Soil Gas Analyses

\$25/sample to add TPH gas to the VOC analyte list (8260B or TO-15)

\$50/sample to report TPH via the MA APH method (TO-15 only)

\$50/sample for Methane (in addition to VOC analysis)

\$50/sample Fixed Gases by ASTM1945-96, CO₂/O₂/N₂ (in addition to VOC analysis)

Handheld Meters for Soil Gas

Jerome 631X GFD, Hydrogen Sulfide (H₂S): \$450/day

Helium MGD-2002 Dielectric Meter, Helium as tracer gas (He): \$350/day

Landtec GEM 2000, Methane and Fixed Gases (CH₄/CO₂/O₂/N₂): \$250/day

Bid per Project:

- Travel, per diem, night/evening/weekend work, and increased levels of PPE protection will be bid per project.
- Half Day rates may be available for the mobile laboratory services upon request.

Notes:

- Progress of analysis will be dependent on site and sample conditions. Cost may be affected by unforeseen conditions.
- All costs above assume Level D PPE and standard work hours, Monday-Friday.
- Standard data report consists of a Level II PDF. A Level III Data Package is an additional 10%; Level IV is 15%.
- Geotracker EDF is 10% of analytical costs (25% for archived data). Other EDD formats may be provided upon request.

2470 Impala Drive, Carlsbad, CA 92010 -- Ph: 760-804-9678 -- F: 760-804-9159 -- www.handpimg.com



Fee Schedule Field Services As of July 2010

Soil Gas Sampling Services

Soil Gas Sampling Technicians – Existing Soil Gas Probes (no DPT drilling equipment)

\$1,500/day (or \$1,150/half day), Soil Gas Sampling, Shroud with Gaseous Tracer
Two Technicians for soil gas sampling using the shroud method and gaseous tracer (i.e. Helium)

\$750/day (or \$500/half day), Soil Gas Sampling, Liquid Tracer
One Technician for soil gas sampling using the liquid tracer (i.e. 1,1-Difluoroethane)

Handheld Meters for Soil Gas

Jerome 631X GFD, Hydrogen Sulfide (H ₂ S):	\$450/day
Helium MGD-2002 Dielectric Meter, Helium as tracer gas (He):	\$350/day
Landtec GEM 2000, Methane and Fixed Gases (CH ₄ /CO ₂ /O ₂ /N ₂):	\$250/day

Direct Push Drilling and Soil Gas Probe Installation

Strataprobe® DPT Sampling – Soil, Groundwater, and/or Soil Gas

\$1,650/day (or \$1,250/half day), Truck Mounted Strataprobe® Rig
Two Technicians for soil, groundwater, and/or soil gas sampling

+\$300/day additional to add the Limited Access Rig (Geoprobe® 540MT)
Limited Access Rig (Geoprobe® 540MT) for soil, groundwater, and/or soil gas sampling

\$1,475/day (or \$995/half day), Truck Mounted Strataprobe® Rig
One Technician for installation of soil gas probes (depths of 5 feet bgs or greater)

Manual Soil Gas Probe Installation – Subslab and Shallow Soil Gas

\$1,000/day (or \$750/half day), Manual Hand Probes, One Technician
Manual Hand Probes for installation of subslab and shallow soil gas probes (depths of 5 feet bgs or less)

Drilling Consumables

- \$150/day or \$100/half day, includes consumables for soil gas sampling only
- \$250/day or \$150/half day, includes consumables for soil, groundwater, and/or soil gas sampling
- \$15/Location for Concrete Drilling with DPT Equipment (concrete slab <6" thick)
- \$10/vapor probe with Airstone Filter, 1/8" Nylaflo, Valve (inquire about alternate construction options)
- \$4/foot for PVC, if necessary for groundwater sampling
- \$15/Disposable Bailer, if necessary for groundwater sampling

Bid per Project:

- Travel, per diem, night/evening/weekend work, and increased levels of PPE protection will be bid per project.
- Permanent vapor well completions, well boxes, and prevailing wage requirements will also be bid per project.

Notes:

- All costs above assume Level D PPE and standard work hours, Monday-Friday.
- Progress of sampling will be dependent on site and soil conditions. Cost may be affected by unforeseen conditions.



117 W. BELLEVUE DRIVE
PASADENA, CA 91105
Ph: 626-568-4065
FAX: 626-796-5282
www.emslabs.com

PRICE QUOTE

Attention:

Customer: Worley Parsons

ANALYSIS AND METHOD

Analysis	3-5 Day	48hr	24hr	<8hr	RUSH	Comments
PLM Analysis-EPA 600/R-93/116	\$ 7.00	\$ 8.00	\$ 10.00	\$ 12.00	\$ 16.00	
1000 Point Count*-EPA 600/R-93/116 (<0.1%)	\$ 60.00	\$ 70.00	\$ 75.00	\$ 80.00	\$ 105.00	
400 Point Count-EPA 600/R-93/116 (<0.25%)	\$ 30.00	\$ 35.00	\$ 40.00	\$ 45.00	\$ 55.00	
CARB 435 Soil	\$ 68.00	\$ 75.00	\$ 83.00	\$ 90.00	\$ 115.00	
NIOSH 9002	\$ 15.00	\$ 16.00	\$ 20.00	\$ 24.00	\$ 32.00	
XRD Confirmation-EPA 600/R-93/116	\$ 30.00	\$ 33.00	\$ 36.00	\$ 45.00	\$ 60.00	
PCM Analysis-NIOSH 7400, Rev. 3 A Rules	\$ 7.00	\$ 8.00	\$ 10.00	\$ 12.00	\$ 14.00	

*Includes gravimetric analysis, ashing and acid dissolution

Analysis	3-5 Day	48hr	24hr	<8hr	RUSH	Comments
HERA RULES**	\$ 48.00	\$ 50.00	\$ 55.00	\$ 70.00	\$ 80.00	
Microvac (ASTM-D-5755M)	\$ 70.00	\$ 80.00	\$ 90.00	\$ 100.00	\$ 200.00	
Microvac (Chatsfield Method, Semi-Quantitative)	\$ 70.00	\$ 80.00	\$ 85.00	\$ 90.00	\$ 120.00	
TEM with Gravimetric (EPA 600/R-93/116), Full Quantitation	\$ 255.00	\$ 300.00	\$ 375.00	\$ 450.00		

**For weekends and grave yard shift please call in advance

Analysis	3-5 Day	48hr	24hr	<8hr	RUSH	Comments
LEAD ANALYSIS	\$ 7.00	\$ 8.00	\$ 12.00	\$ 15.00	\$ 20.00	
Paint, Bulk, Dust, Soil Analysis (EPA 3050B/7420)	\$ 7.00	\$ 8.00	\$ 12.00	\$ 15.00	\$ 20.00	
Digestion and Analysis)	\$ 22.00	\$ 28.00	\$ 32.00	\$ 34.00	\$ 38.00	
Drinking Water						

**TTL an additional charge for preparation (\$10 Minimum)

Analysis	3-5 Day	48hr	24hr	<8hr	RUSH	Comments
Waste Characterization	\$ 56.00	\$ 76.00				
STLC (Soluble Threshold Leaching Characterization)-WET Title 22	\$ 56.00	\$ 78.00	\$ 112.00			
TCLP(Threshold Toxicity Characteric Leaching Procedure)-EPA 1311	\$ 56.00	\$ 78.00	\$ 112.00			

*NOTE:STLC AND TCLP : There is an additional charge for each metal analysis. Both procedures include Lead analysis.

PRICE QUOTE



EMSLabs Laboratories
 117 W. BELLEVUE DRIVE
 PASADENA, CA 91105
 Ph: 626-568-4065
 FAX: 626-796-5282
 www.emslabs.com

SURCHARGES

Analysis	5day	72hr	48hr	24hr	8hr	Comments
CAM METALS (17 Metals)-ICP EPA 6010B	\$ 144.00	25%	40%	50%	100%	
EP Toxicity-RCRA (8 Metals)-ICP EPA 6010B	\$ 104.00	25%	40%	50%	100%	
Metals by AA (Except Hg, As, Be, Se)						
-Digestion EPA 3050B	\$ 22.00	25%	40%	50%	100%	
-Each Metal EPA 7000 Series	\$ 18.00	25%	40%	50%	100%	
For the next 30 Metals						
Metals by ICP (For Soil, Water and Bulk)	\$ 65.00	\$10.00		each		\$5.00 each
Metals by ICP (For Air)	\$ 50.00	\$10.00		each		\$5.00 each
Graphite Furnace (As, Hg, Se, Be)						
-Digestion EPA 3050B	\$ 22.00					
+ Each Metal	\$ 30.00					
Mercury (2 Sample Minimum)-EPA 7471/245.1	\$ 70.00					

EMSL is a certified, woman-owned, small business. CUCP, CPUC, State of California, Dept. of Transportation
 ELLAP through the American Industrial Hygiene Association for Lead (1016394), American Industrial Hygiene Assoc., accredited laboratory for all analytes, metals, passive monitors and asbestos-microbiology. O U T
 CA Department of Health Services (ELAP) 1119. Certified by the State of California for asbestos and lead in drinking water and waste water. NVLAP Asbestos Bulk Samples Analysis (PLM) and Airborne Asbestos
 Analysis (TEM) 101218. LA Co. Sanitation District certified (10120). Minimum laboratory charge for lead and asbestos is \$45. Minimum charge for all other analytes is \$75.
 Weekend and overnight analysis must be scheduled in advance. Please call for prices. Above prices effective February 2010 and subject to change without notice.



Guida Surveying Inc. Sub Consultant Rates

2010 Through 2011

RATE	PER	PERSONNEL
\$170.00	HOUR	1 MAN SURVEY CREW WITH TRUCK
\$240.00	HOUR	2 MAN SURVEY CREW
\$340.00	HOUR	3 MAN SURVEY CREW
\$115.00	HOUR	DRAFT / CADD OPERATOR/CHAINMAN RENTAL
\$140.00	HOUR	PROJECT SURVEYOR
\$160.00	HOUR	PROJECT MANAGER / L.S.
\$ 75.00	HOUR	RESEARCH CLERICAL

15% will be added to all reproduction, research material, and delivery services

Mileage will be billed at the federal rate



Rate Sheet
LACDPW - 2010

Subsurface Investigations

FEE SCHEDULE

Standard Rates*

Daily Rate => \$1,620 (site is < 100 miles from any of our offices)

Standard labor is \$165 per hour and includes a two person crew, field vehicle, and standard equipment including EM utility locating instruments, magnetometer, GPR, and EM31/61. Mobilization/demobilization is \$300 (site < 100 miles from any Spectrum office).

The project minimum is \$465.00 which includes 1 hour of labor, equipment + mob/demob.

Overtime and weekend work is billed at 1.5X standard labor.

Report and CAD Charges

Base report costs begin at \$550 for the first full day of field work and \$200 is added per each additional field day and/or each additional grid set up. A typical report will include written text, plan field site map, and a geophysical interpretation map. (These are "base costs", actual costs are determined on a per project basis as some projects may require multiple site maps.

The report can be submitted via email in PDF, hard copy, and/or on compact disc. CAD map costs start at \$350 and are billable at \$85.00/hour. The map can be delivered in a variety of formats including AutoCAD and PDFs.

Other Charges

Additional instrument charges for our seismograph and Sting Resistivity meter: RAS-24 channel seismograph and the SuperSting Resistivity meter are charged at \$400/day (1 day min.). There are no additional equipment charges for the Geonics EM-61, EM-31, and Ground Penetrating Radar Units. Rented instruments are charged at cost plus 15%. These instruments are not typical of those associated with utility investigations and would only be employed for specific subsurface site characterizations.

RATE SHEET FOR PCH/ANAHEIM
E-NOR INNOVATIONS INC
TRAFFIC CONTROL RENTAL DIVISION
TRAFFIC PLAN DIVISION

DATE: 10/15/10

Jeanne Burk

MARKETING MANAGER

Worley Parson

Email:

ph: 310-547-6357

RATE SHEET: PURCHASE ORDER # DR07431

THE FOLLOWING QUOTE ON VARIOUS ITEMS: COST PER DAY
TRAFFIC CONTROL FOR STREET LEVEL LANE CLOSURES

TRAFFIC PLAN ENGINEER STAMP: PER PAGE	\$ 900.00
TRAFFIC CONSULTING PER HOUR	\$ 189.00
TRAFFIC STRIPING PLANS PER PAGE	\$1,500.00

LARGE SIGNS WITH STAND

48X48 SIGN ON STAND ENGINEERED GRADE	\$ 3.00 EA
36X36 SIGN ON STAND ENGINEERED GRADE	\$ 3.00 EA

SMALL SIGNS WITH STANDS

30X30 SIGN ON STAND ENGINEERED GRADE	\$ 2.00 EA
24X24 SIGN ON STAND ENGINEERED GRADE	\$ 2.00 EA

BARRICADE WITH LIGHT AND SIGNS

30X30 SIGN ON STAND WITH LIGHT	\$ 2.25 EA
24X24 SIGN ON STAND WITH LIGHT	\$ 2.25 EA

BARRICADES WITH LIGHTS

BARRICADE WITH LIGHTS	\$.65
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TYPE III BARRICADES WITH LIGHTS AND SIGNS

TYPE III BARRICADE PLAIN	\$ 2.50 EA
TYPE III BARRICADE WITH SIGN	\$ 3.50 EA
TYPE III BARRICADE WITH/ LIGHT	\$ 3.75 EA
TYPE III BARRICADE WITH LIGHT AND SIGN	\$ 4.50 EA

CONE NIGHT / DAY CONES

CONES REFLECTIVE (NIGHT-TIME) ONLY	\$.65 EA
CONES NON REFLECTIVE (DAY) ONLY	\$.45 EA

**ARROWBOARD
DAILY
WEEKLY
MONTHLY**

**\$ 60.00 EA
\$ 200.00 EA
\$ 500.00 EA**

**CHANGEABLE MESSAGE BOARD
DAILY
WEEKLY
MONTHLY**

**\$ 175.00 EA
\$ 560.00 EA
\$1,500.00 EA**

**LABOR RATES: 1MAN/W/TRUCK EACH
STRAIGHT-TIME PER HOUR EACH
TIME-HALF PER HOUR EACH
DOUBLE-TIME PER HOUR EACH**

**\$ 95.00
\$ 105.00
\$ 110.00**

**Kenny Jones 310-513-6209 Phone
E-NOR INNOVATIONS INC.
1950 E 220TH ST SUITE 306
LONG BEACH, CA 90810**



Western Environmental Services, Inc.

RATE SHEET

LABOR

<u>Employee Class</u>	<u>Regular Time</u>	<u>Over Time</u>	<u>Holiday/Double Time</u>
Laborer	\$26.00	\$39.00	\$52.00
Field Technician	\$40.00	\$60.00	\$80.00
Supervisor/Forman	\$55.00	\$82.50	\$110.00

TRUCK RATES

<u>Truck Class</u>	<u>Regular Time</u>	<u>Over Time</u>	<u>Holiday/Double Time</u>
Van Box Truck	\$60.00	\$80.00	\$100.00
50 bbl/70 bbl Vacuum Tank Truck	\$70.00	\$100.00	\$130.00
120 bbl Vacuum Tank Truck	\$80.00	\$110.00	\$140.00

DISPOSAL RATES*

<u>Waste Stream</u>	<u>Price per Gallon</u>	<u>Minimum Disposal Charge</u>
Non-Hazardous Liquids	\$0.45	\$350.00
Non RCRA Hazardous Liquids	\$1.50	\$500.00

* Disposal Rates vary according to waste stream



CALIFORNIA
HOSPITAL
ASSOCIATION



Mail: P.O. Box 1375, Glendora, CA 91740
Site: 400 Foothill Blvd., Glendora, CA
Phone: 626-339-2340 Fax: 626-335-1066
www.wesenv.com

Company Letterhead

Agreement No.:
ADP No.:
BTRC No.:
TIN:

Invoice Number:
Date:
POLA PM:

Task number, Project Title
Billing Period: Month/Day/Year to Month/Day/Year

Authorized PD Budget	Current Invoice	Invoiced To-Date	PD Balance
\$0.00	\$0.00	\$0.00	\$0.00

PERSONNEL:	Rate/Hour	Current Hours	Cumulative Hours	Current Total
Name & Title	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
"	\$0.00	0	0	\$0.00
Total Labor Cost:				\$0.00

SUBCONSULTANT:	Activity	Current Total
Name of Subconsultant	Work Performed	\$0.00
"		\$0.00
"		\$0.00
"		\$0.00
Total Subconsultant Cost:		\$0.00

REIMBURSABLE EXPENSES:	Current Total	
Mileage, Parking, Car Rentals, Reproduction/Copies, etc.	\$0.00	
"	\$0.00	
"	\$0.00	
"	\$0.00	
"	\$0.00	
Total Other Direct Cost:		\$0.00

REMIT PAYMENT TO: Company Name Address City, ST Zip
--

TOTAL AMOUNT NOW DUE: \$0.00

Progress Report: Describe the work undertaken during this billing period. Identify accomplishments and challenges encountered. Provide other info as appropriate.

I certify under penalty of perjury that the above bill is just and correct according to the terms of Agmt # _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

Consultant Representative Name

Date: _____
APPROVED AS TO SCOPE AND
AMOUNT OF WORK PERFORMED

POLA PROJECT MANAGER

EXHIBIT E

AS-NEEDED/ON-CALL SERVICES

MONTHLY SUBCONTRACTOR MONITORING REPORT

Blue Cells - Enter \$ Amounts

Please indicate the subcontractant participation levels achieved for the period of: _____

Contract No.	Division	Contract Administrator			
Consultant Name	Group	Contract Title/Project			
Contract Amount		Start Date			
		End Date			
Consultant Amount Committed to-date	Committed Amount \$	WBE \$	OBE \$	SBE \$	DBE \$
	%	0.00%	0.00%	0.00%	0.00%
Consultant Amount Invoiced to-date	Invoiced \$	WBE \$	OBE \$	SBE \$	DBE \$
	%	0.00%	0.00%	0.00%	0.00%

	Subcontractant Name	Type of Work Performed	PD#	Group (MBE/MBE/OBE /SBE/DBE)	PROPOSED		ACTUALS	
					Committed Amount	Committed Percent	Amount Invoiced to Date	Percent Invoice to-date
1						#DIV/0!		0.00%
2						#DIV/0!		0.00%
3						#DIV/0!		0.00%
4						#DIV/0!		0.00%
5						#DIV/0!		0.00%
6						#DIV/0!		0.00%
7						#DIV/0!		0.00%
8						#DIV/0!		0.00%
9						#DIV/0!		0.00%
10						#DIV/0!		0.00%
11						#DIV/0!		0.00%
12						#DIV/0!		0.00%
13						#DIV/0!		0.00%
14						#DIV/0!		0.00%
15						#DIV/0!		0.00%
16						#DIV/0!		0.00%
17						#DIV/0!		0.00%
TOTALS					\$0.00	#DIV/0!	\$0.00	0.00%

Group = MBE/MBE/OBE/SBE/DBE
 Committed Amount = Amount authorized by PD's
 Committed Percent = % sub commitment of Prime commitment
 Percent invoiced to-date = % invoiced of sub committed amount

EXHIBIT "G"

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER

The City of Los Angeles Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal Code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to www.lacity.org/finance to download the business tax registration application.

MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101 (213) 473-5901

Exhibit "H" - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

Exhibit "H" - AFFIRMATIVE ACTION PROGRAM PROVISIONS

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it

Exhibit "H" - AFFIRMATIVE ACTION PROGRAM PROVISIONS

registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve

months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

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

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

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

Exhibit "H" - AFFIRMATIVE ACTION PROGRAM PROVISIONS

4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Exhibit "I" – SMALL BUSINESS DEVELOPMENT PROGRAM

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Port of Los Angeles in a manner that reflects the diversity of the City of Los Angeles. The Port of Los Angeles Small Business Development Program (SBDP or the "Program") was created to provide additional opportunities for small businesses to participate in any and all contracts. An overall Department goal of 25% has been established for the Program. The specific goal or requirement for each contract to be let may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including but not limited to, small business entities (SBEs), women-owned businesses (WBEs), and minority-owned businesses (MBEs). The Program will allow the Port to target more effectively small business participation (including MBEs and WBEs). It is also the intent of the Department to make it easier for small businesses to participate in Port contracts by providing education and assistance on how to do business with the City, including, but not limited to, insuring that payments to small businesses are processed in a timely manner.

A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations Part 121.

The SBDP is a results-oriented program, requiring contractors who receive contracts from the Port to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 25%.** Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Small business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs.

The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the Small Business Requirement. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on the City's Contracts Management and Opportunities Database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org/>.

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on the attached Contractor Description Form is true and correct and include all material information necessary to identify and explain the operations of

WorleyParsons

Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime consultant or, directly to the Harbor Department, complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

Please indicate the ownership of your company: SBE MBE WBE OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- An OBE (Other Business Enterprise) is any enterprise that is not a MBE or WBE.

Signature  Title Regional Manager
Printed Name Ralph Beck, PG, CAC, REA I Date Signed 10/6/10

NOTARY

On this _____ day of _____, 20____, before me appeared _____ to me personally known, who being duly sworn, did execute the

Name

foregoing affidavit, and did state that he/she was properly authorized by See Attached _____

Name of Firm

to execute the affidavit and did so act and deed.

SEAL

Notary Public _____

Commission Expires _____

This certificate is attached to a 1 page document dealing with/entitled Affidavit of Company Status and dated 10/06/10

JURAT

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 6 day of October, 2010,
by Ralph M. Beck, proved to me on the basis of
satisfactory evidence to be the person(s)-who appeared before me.

Signature Kimberly D. McKendell

Kimberly D. McKendell
Printed Name

Los Angeles County May 14, 2015
County in which Commissioned and Commission Expiration Date



(Seal)

Contractor Description Form

PRIME CONTRACTOR

Contract #: _____ Award Date: _____ Contract Term: _____

 Contract Title: Environmental Site Assessment and Restoration Services

 Business Name: WorleyParsons Award Total: \$ TBD

 Publicly-Owned Corporation
 Owner's Ethnicity: _____ Gender _____ Group: SBE MBE WBE OBE^X (Please check all that apply)

 Address: 3901 Via Oro Avenue, Suite 100

 City/State/Zip: Long Beach, CA 90810

 Telephone: (310) 547-6400 FAX: (310) 547-6410

 Contact Person/Title: Ralph Beck, PG, CAC, REA I, Regional Manager

 Email Address: Ralph.Beck@WorleyParsons.com
SUBCONTRACTOR

 Business Name: UltraSystems Environmental Inc. Award Total: \$ TBD

 Services to be provided: Risk Assessment and Sampling/Field Support Services

 Owner's Ethnicity: Caucasian Gender F Group: SBE^X MBE WBE^X OBE^X (Please check all that apply)

 Address: 16431 Scientific Way

 City/State/Zip: Irvine, CA 92618-4355

 Telephone: (949) 788-4900 FAX: (949) 788-4901

 Contact Person/Title: Betsy A. Lindsay, President/CEO

 Email Address: blindsay@ultrasystems.com
SUBCONTRACTOR

 Business Name: Gregg Drilling & Testing Inc. Award Total: \$ TBD

 Services to be provided: Drilling Services

 Owner's Ethnicity: Caucasian Gender M Group: SBE^X MBE WBE OBE^X (Please check all that apply)

 Address: 2726 Walnut Avenue

 City/State/Zip: Signal Hill, CA 90755

 Telephone: (562) 427-6899 FAX: (562) 427-3314

 Contact Person/Title: Patrick Keating, PE, Vice President

 Email address: pkeating@greggdrilling.com

Contractor Description Form

Appendix A

SUBCONTRACTOR

Business Name: Weck Laboratories Award Total: \$ TBD

Services to be provided: Analytical Laboratory Services

Owner's Ethnicity: Latin Amer. Gender M Group: SBE^X MBE^X WBE OBE (Please check all that apply)

Address: 14859 East Clark Avenue

City/State/Zip: Industry, CA

Telephone: (626) 336-2139 FAX: (626) 336-2634

Contact Person/Title: Marilyn Romero, Customer Service Manager

Email address: marilyn.romero@wecklabs.com

SUBCONTRACTOR

Business Name: H&P Mobile Geochemistry Award Total: \$ TBD

Services to be provided: Mobile Laboratory Services

Owner's Ethnicity: Cauc. Gender F Group: SBE^X MBE WBE^X OBE (Please check all that apply)

Address: 2470 Impala Drive

City/State/Zip: Carlsbad, CA 92010

Telephone: (760) 804-9678 FAX: (760) 804-9159

Contact Person/Title: Louise Adams, President/Owner

Email address: ladams@handpmsg.com

SUBCONTRACTOR

Business Name: EMS Laboratories Award Total: \$ TBD

Services to be provided: Asbestos/Lead Laboratory Services

Owner's Ethnicity: Cauc. Gender F Group: SBE^X MBE WBE^X OBE (Please check all that apply)

Address: 117 West Bellevue Drive

City/State/Zip: Pasadena, CA 92201

Telephone: (626) 568-4065 ~~FAX~~ (626) 660-4697 After Hours

Contact Person/Title: Bernadine Kolk, President

Email address: bkolk@emslabs.com

Contractor Description Form

SUB

PRIME CONTRACTOR

Contract #: _____ Award Date: _____ Contract Term: _____

 Services to be provided: Land Surveying

 Business Name: Guida Surveying Award Total: \$ TBD

 Owner's Ethnicity: Italia Gender M Group: SBE^X MBE WBE OBE^X (Please check all that apply)

 Address: 9241 Irvine Blvd., Suite 100

 City/State/Zip: Irvine, CA 92618

 Telephone: (949) 777-2000 FAX: (949) 777-2050

 Contact Person/Title: Dean Bouldin, PLS, Project Manager

 Email Address: DBouldin@guidasurveying.com
SUBCONTRACTOR
 Business Name: Spectrum Geophysics Award Total: \$ TBD

 Services to be provided: Geophysical & Utility Locating Services

 Owner's Ethnicity: Cauc. Gender M Group: SBE^X MBE WBE OBE^X (Please check all that apply)

 Address: 2907 West Empire Avenue

 City/State/Zip: Burbank, CA 91504

 Telephone: (818) 565-3590 FAX: (818) 656-3595

 Contact Person/Title: Brett Baker, Principal

 Email Address: brett@spectrum-geophysics.com
SUBCONTRACTOR
 Business Name: E-Nor Innovations Inc. Award Total: \$ TBD

 Services to be provided: C31 Licensed Traffic Control

 Owner's Ethnicity: Black Gender M Group: SBE^X MBE^X WBE OBE^X (Please check all that apply)

 Address: 3515 Maine Avenue

 City/State/Zip: Long Beach, CA 90806

 Telephone: (310) 513-6209 FAX: (310) 513-6299

 Contact Person/Title: Kenneth R. Jones, Project Manager

 Email address: kenny@enortraffic.com

Contractor Description Form

Appendix A

SUBCONTRACTOR

Business Name: Western Environmental Award Total: \$ TBD

Services to be provided: Waste Transport Services

Owner's Ethnicity: Cauc. Gender M Group: SBE^X MBE WBE OBE^X (Please check all that apply)

Address: 400 West Foothill Blvd.

City/State/Zip: Glendora, CA 91740

Telephone: (626) 339-2340 FAX: (626) 335-1066

Contact Person/Title: Eva Tice, Hazardous Waste Specialist

Email address: eva@wesenv.com

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE MBE WBE OBE (Please check all that apply)

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____

Services to be provided: _____

Owner's Ethnicity: _____ Gender _____ Group: SBE MBE WBE OBE (Please check all that apply)

Address: _____

City/State/Zip: _____

Telephone: () _____ FAX: () _____

Contact Person/Title: _____

Email address: _____

Exhibit "J" – EQUAL BENEFITS PROGRAM

Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) **Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.