

## AGREEMENT NO.

BETWEEN THE CITY OF LOS ANGELES  
AND  
NINYO & MOORE GEOTECHNICAL &  
ENVIRONMENTAL SCIENCES CONSULTANTS

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 NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS, a California corporation, whose address is 475 Goddard, Suite 200, Irvine, California 92618 ("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, Scott Kurtz ("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'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 Five Hundred Thousand Dollars (\$1,500,000). 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."

////  
////

## 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<sup>®</sup> 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<sup>®</sup> 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<sup>®</sup> 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<sup>®</sup> 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<sup>®</sup> 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<sup>®</sup> at <http://track4la.lacity.org/>.

////  
////

## 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<sup>®</sup> 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 33-0269828. 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.

////

////

////

////

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

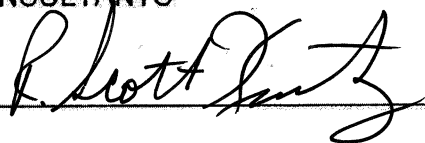
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Executive Director

Attest: \_\_\_\_\_  
Secretary


NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS

Date: Feb 10, 2011

By: 

Name: R. Scott Kurtz

Title: Director, Environmental Sciences

Attest: 

Name: Jalal Vakili

Title: Principal Engineer

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)



## **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 "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.



# Ninyo & Moore

## PORT OF LOS ANGELES SCHEDULE OF FEES

### HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist .....	\$ 154
Senior Engineer/Geologist/Environmental Scientist .....	\$ 148
Senior Project Engineer/Geologist/Environmental Scientist.....	\$ 145
Project Engineer/Geologist/Environmental Scientist .....	\$ 142
Senior Staff Engineer/Geologist/Environmental Scientist .....	\$ 128
Staff Engineer/Geologist/Environmental Scientist.....	\$ 120
Field Operations Manager .....	\$ 95
Supervisory Technician .....	\$ 86
Senior Field/Laboratory Technician .....	\$ 79
IS/GIS Specialist .....	\$ 120
Field/Laboratory Technician .....	\$ 79
Technical Illustrator/CAD Operator .....	\$ 78
Geotechnical/Environmental/Laboratory Assistant.....	\$ 66
Information Specialist.....	\$ 66
Data Processing .....	\$ 58

<b>OTHER PROJECT CHARGES</b>	
Subconsultants/Subcontractors	The cost of services rendered by subconsultants/subcontractors will be charged at actual costs plus a 5% administrative fee.
Other Direct Charges (ODC)	Materials, Supplies, and Outside Services will be charged at actual cost.
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 and subsistence will be charged in accordance with the City of Los Angeles travel policy.
Vehicle and Mileage	Per current Port guidelines.
<b>Note:</b> Laboratory testing, geophysical equipment, and other special equipment provided upon request.	



# **Specialty**

# **Subconsultant Fee**

# **Schedules**

**Environmental Management  
Division, City of Los Angeles  
Harbor Department**

**Proposal for Environmental  
Site Assessment and  
Restoration Services**





**2010-2011 Fully Burdened Hourly Billing Rates**

<b>Labor Category</b>	<b>Rate (per hour)</b>
Principal Engineer/Geologist .....	\$155.00
Senior Engineer/Geologist/Database .....	\$110.00
Project Engineer/Geologist .....	\$99.00
Staff Engineer/Geologist/Scientist/GIS .....	\$65.00
Word Processor/Office Staff .....	\$45.00





## Enviro-Tox Services, Inc.

### *Fee Schedule for Professional Services*

2010

<u>Professional Services</u>	<u>Hourly Rates</u>
Principal	\$170.00
Associate	\$150.00
Senior	\$120.00
Project	\$100.00
Staff	\$70.00
Technician	\$60.00
<u>Support Services</u>	
Technical Editor	\$70.00
CAD Drafter	\$70.00
Clerical	\$55.00

#### **Notes:**

- The above rates do not apply to depositions and court appearances. Fees for these services are 150 percent of those stated above for professional services. A minimum charge of one-half day is applicable for these services.
- Travel is charged portal to portal according to the hourly rate.
- Mileage is charged at a rate of \$0.45 per mile. Round trip mileage applies.
- Travel costs, rental cars, and similar direct expenses are billed at cost plus 10 percent.



# **General Services Subcontractor Fee Schedules**

**Environmental Management  
Division, City of Los Angeles  
Harbor Department**

**Proposal for Environmental  
Site Assessment and  
Restoration Services**



**ABC Liovin Drilling, Inc.**  
**Hollow Stem Auger Drilling Rates**

High Performance  
Drilling Solutions

Hourly Rates	CME-75	CME-85	LAR	Air Knife
Mobilization/Demobilization - within a 20 mile radius of downtown Los Angeles	\$400 lump sum	\$600	\$600	\$2000/Day
Mobilization/Demobilization - over a 20 mile radius of downtown Los Angeles	Call	Call	Call	
Drilling, sampling, traveling between holes, grouting, installing geotechnical instrumentation, traveling between jobsites after arriving at first location, and other related drilling activities	\$175 per hour	\$245	\$245	
Overtime weekday rate (any total hours worked including mob demob over 8 per day will be charged overtime) (+ \$60)	\$235 per hour	\$305	\$305	
Weekend regular rate	\$235 per hour	\$305	\$305	
Overtime weekend rate (+ \$60)	\$295 per hour	\$365	\$365	
Prevailing Wage regular hourly rate	\$235 per hour	\$305	\$305	
Prevailing Wage Overtime hourly rate (+ \$60)	\$295 per hour	\$365	\$365	
Prevailing Wage weekend hourly rate (+ \$60)	\$295 per hour	\$365	\$365	
Prevailing Wage mob/demob rate- within a 20 mile radius of downtown Los Angeles	\$400 lump sum	\$600	\$600	
Standby time	\$175 per hour	\$245	\$245	
Additional man (2-man crew is assumed for rates above)	\$45 per hour	\$45	\$45	
4-hour minimum charge	\$700 per day	\$980	\$980	
4-hour minimum charge - weekend	\$940 per day	\$1,220	\$1,220	
4-hour minimum charge - prevailing wage	\$940 per day	\$1,220	\$1,220	
4-hour minimum charge - prevailing wage weekend	\$1,180 per day	\$1,460	\$1,460	
Cancellation fee (if less than 24 hours notice)	\$1,100 lump	\$1,580	\$1,580	\$1,000
Per diem (2-man crew)	\$220 per day	\$220	\$220	
Per diem (3-man crew)	\$360 per day	\$360	\$360	
Orange Fencing	from \$250 Day	from \$250	from \$250	from \$250
Health & Safety Plan	from \$150 Job/Day	from \$150	from \$150	from \$150
Traffic Control	from \$800 Day	from \$800	from \$800	from \$800
Level C and D	from \$500 Day	from \$500	from \$500	from \$500
Blower Fans	from \$250 Day	from \$250	from \$250	from \$250

Per Foot Rates	CME-75	CME-85	LAR
Mobilization/Demobilization - within a 20 mile radius of downtown Los Angeles	\$300 Lump	\$400	\$600
Mobilization/Demobilization - over a 20 mile radius of downtown Los Angeles	Call	Call	Call

Under 50 linear ft of drilling	CME-75	CME-85	LAR
Drill, sample and grout borings. Assuming sampling every 5 ft.	\$24 Foot	\$28	\$30
Additional Cost for Continuous Soil Sampling (5 ft barrel)	\$12 Foot	\$16	\$18
Drill, sample and install 2" PVC Wells. Assuming sampling every 5 ft.	\$36 Foot	\$40	\$42
Drill, sample and install 2" PVC Wells. Assuming sampling every 10 ft.	\$35 Foot	\$39	\$41
Drill and install 2" PVC Wells. Assuming no soil sampling.	\$34 Foot	\$38	\$40
Drill and install 4" PVC Wells. Assuming no soil sampling.	\$38 Foot	\$42	\$44
Drill, sample and install 4" PVC Wells. Assuming sampling every 5 ft.	\$42 Foot	\$46	\$48
Drill, sample and install 4" PVC Wells. Assuming sampling every 10 ft.	\$40 Foot	\$44	\$46
*Cost for well installation includes PVC blank and screen, bentonite seal, sand, and traffic box installation			
**Additional Minimum Charge Applies for project under 50 linear ft of drilling	\$250 Lump	\$250	\$500

ABC provides enough decontaminated augers for one full day of drilling.  
 Above costs includes steam cleaning augers.

Between 50 and 100 linear ft of drilling	CME-75	CME-85	LAR
Drill, sample and grout borings. Assuming sampling every 5 ft.	\$22 Foot	\$26	\$28
Additional Cost for Continuous Soil Sampling (5 ft barrel)	\$10 Foot	\$14	\$16
Drill, sample and install 2" PVC Wells. Assuming sampling every 5 ft.	\$34 Foot	\$38	\$40
Drill, sample and install 2" PVC Wells. Assuming sampling every 10 ft.	\$33 Foot	\$37	\$39
Drill and install 2" PVC Wells. Assuming no soil sampling.	\$32 Foot	\$36	\$38
Drill and install 4" PVC Wells. Assuming no soil sampling.	\$36 Foot	\$40	\$42
Drill, sample and install 4" PVC Wells. Assuming sampling every 5 ft.	\$40 Foot	\$44	\$46
Drill, sample and install 4" PVC Wells. Assuming sampling every 10 ft.	\$38 Foot	\$42	\$44

\*Cost for well installation includes PVC blank and screen, bentonite seal, sand, and traffic box installation  
 ABC provides enough decontaminated augers for one full day of drilling.  
 Above costs includes steam cleaning augers.

**ABC Liovin Drilling, Inc.**  
**Hollow Stem Auger Drilling Rates**

High Performance  
Drilling Solutions

Over 100 linear ft of drilling	CME-75	CME-85	LAR
Drill, sample and grout borings. Assuming sampling every 5 ft.	\$18 Foot	\$22	\$24
Additional Cost for Continuous Soil Sampling (5 ft barrel)	\$8 Foot	\$12	\$14
Drill, sample and install 2" PVC Wells. Assuming sampling every 5 ft.	\$32 Foot	\$36	\$38
Drill, sample and install 2" PVC Wells. Assuming sampling every 10 ft.	\$30 Foot	\$34	\$36
Drill and install 2" PVC Wells. Assuming no soil sampling.	\$28 Foot	\$32	\$34
Drill and install 4" PVC Wells. Assuming no soil sampling.	\$32 Foot	\$36	\$38
Drill, sample and install 4" PVC Wells. Assuming sampling every 5 ft.	\$36 Foot	\$40	\$42
Drill, sample and install 4" PVC Wells. Assuming sampling every 10 ft.	\$34 Foot	\$38	\$40

\*Cost for well installation includes PVC blank and screen, bentonite seal, sand, and traffic box installation  
 ABC provides enough decontaminated augers for one full day of drilling.  
 Above costs includes steam cleaning augers.

**Additional Material and Equipment Cost Breakdown**

Brass or Stainless Steel Liners (2.0" x 6.0")	\$6	Each
Teflon Squares for Sample Liners	\$1	Each
Basket Retainers for loose soil sampling	\$10	Each
Install 6" Monument Casing	\$200	Each
Install 8" Monument Casing	\$250	Each
Collect Hydropunch Water Sample	\$250	Each
Delivery of additional materials or equipment to jobsite	\$200	Lump
Well Development	\$150	Hour
Well Development Pump	\$250	Day
Additional Man Onsite for nonprevailing wage jobs (per man)	\$60	Hour
Asphalt patch	\$10	per borehole
Concrete patch	\$25	per borehole
Rapid Set Concrete Patch	\$50	per borehole
Concrete cuts	\$200	per cut (and up)
55 Gallon Drums	\$45	per drum
Additional material cost for bentonite grout	\$6	per foot
Backfill borings with bentonite chips	\$10	per foot
Collect water sample thru augers	\$150	per sample
Steam Cleaner Onsite	\$250	per day
Service Truck	\$250	per day (and up)
Generator Rental	\$150	per day (and up)
Pressure Washer Rental	\$250	per day
Night Lights	\$250	per night (and up)



**ATL Price Guide 2010**  
**Port of Los Angeles 10-08-10**

Organic Constituents	Methodology	Unit Price
Total Petroleum Hydrocarbons (TPH) as Gasoline Range Organics (GRO)	EPA 8015B, EPA 8015B/5035A	\$30.00
Total Petroleum Hydrocarbons (TPH) - GRO + BTEX	EPA 8015B/8021B	\$39.00
Total Petroleum Hydrocarbons (TPH) as Diesel Range Organics (DRO)	EPA 8015B	\$36.00
Total Petroleum Hydrocarbons (TPH) as Diesel Range Organics (DRO) and Motor Oil - Run Together	EPA 8015B	\$45.00
Total Petroleum Hydrocarbons (TPH) Carbon Chain ID <sup>6</sup>	EPA 8015B	\$57.00
Total Petroleum Hydrocarbons (TPH) Carbon Chain ID (Custom Breakdown)	EPA 8015B	\$72.00
Methanol and/or Ethanol or Glycols	EPA 8015M	\$60.00
BTEX Only (Aromatic Volatile Organics)	EPA 8021B	\$37.20
BTEX + Fuel Oxygenates (MTBE, TAME, ETBE, TBA + DIPE)	EPA 8260B	\$75.00
Volatile Organic Compounds (VOC's)	EPA 8260B	\$81.00
Volatile Organic Compounds (VOC's) + Oxygenates or + Ketones	EPA 8260B	\$90.00
Volatile Organic Compounds (VOC's) Full List	EPA 8260B	\$102.00
PCB's	EPA 8082A	\$52.80
Pesticides (Organochlorine)	EPA 8081A	\$72.00
Organophosphorus Pesticides*	EPA 8141	\$111.00
Chlorinated Herbicides*	EPA 8151	\$111.00
Semivolatile Organic Compounds	EPA 8270C	\$165.00
PNA's/PAH's (Polyaromatic Hydrocarbons)	EPA 8270/SIM or EPA 8310	\$105.00
1,4-Dioxane (by modified isotope dilution technique)	EPA 8270C	\$105.00
Total Recoverable Petroleum Hydrocarbons (TRPH)	EPA 1664 HEM/SGT	\$39.00
Oil & Grease in water	EPA 1664-HEM	\$36.00
Oil & Grease in soil	EPA 1664-HEM	\$39.00

Metal Analysis	Methodology	Unit Price
TTLC Digestion for Individual metals analysis (1 per sample) & Mercury	EPA 3010A/3050B	\$7.80
Individual Metals by ICP or AA	EPA 6010B/7000/200.7/3111B	\$9.60
ICPMS Individual Metals	EPA 6020/200.8	\$19.20
ICPMS Group Metals (8 or more)	EPA 6020/200.8	\$142.80
Mercury by CVAA	EPA 7470A/7471B/245.1	\$22.80
Title 22 (CAM 17) metals (includes digestion)	EPA 6010B/7470A/7471B	\$90.00
RCRA 8 Metals	6010B/7471	\$72.00
Hexavalent Chromium (solid matrix)	EPA 7196A	\$33.00
Hexavalent Chromium (liquid matrix)	EPA 7196A	\$27.00
Hexavalent Chromium by IC*	EPA 7199 or 218.6	\$72.00

Hazardous Waste Analyses	Methodology	Unit Price
Ignitability	EPA 1010	\$33.00
Corrosivity (pH)	EPA 9045C	\$9.00
Reactivity (Cyanide and Sulfide)	Title 22	\$51.00
96 Hour Acute Toxicity/Fish Bio*	DOHS Standards	\$180.00
STLC/TCLP/SPLP Bottle Extraction	Title 22/EPA WET/1311/1312	\$32.40
STLC/TCLP/SPLP ZHE Extraction	Title 22/EPA WET/1311/1312	\$51.00

Ion Chromatography	Methodology	Unit Price
Anion Scan (soil)	EPA 300	\$75.00
Anion Scan (water)	EPA 300	\$66.00
Single Ion (Bromide, Chloride, Fluoride, Nitrate, Nitrite, Orthophosphate, Sulfate) in soil	EPA 300	\$28.80
Single Ion (Bromide, Chloride, Fluoride, Nitrate, Nitrite, Orthophosphate, Sulfate) in water	EPA 300	\$27.00
Nitrate & Nitrite (water)	EPA 300	\$34.80
Nitrate & Nitrite (soil)	EPA 300	\$39.00
Perchlorate (water)	EPA 314.0	\$54.00
Perchlorate (soil)	EPA 314.0	\$58.80



Minerals Analysis	Method/Code	Price
Acidity	SM 2310B(4a)	\$12.00
Alkalinity	SM 2320B	\$12.00
Biochemical Oxygen Demand	SM 5210B	\$39.00
Chemical Oxygen Demand	410.4	\$32.40
Chloride	SM 4500-Cl-C	\$15.00
Chlorine, Total Residual	SM 4500-Cl-B/4500-Cl-G	\$28.80
Cyanide, Amenable	SM 4500-CN G	\$39.00
Cyanide, Total	SM 4500-CN G	\$34.80
Fluoride, Total	SM 4500-F C	\$28.80
Hardness, Total	SM 2340 C	\$12.00
Mercaptans	LACSD	\$60.00
Nitrogen, Ammonia	SM 4500-NH <sub>3</sub> C	\$28.80
Nitrogen, Nitrate-Nitrite	4500-NO <sub>3</sub> E	\$39.00
Nitrogen, Nitrite	4500-NO <sub>2</sub> B	\$27.00
Nitrogen, Total Kjeldahl*	351.3	\$39.00
Oxygen, Dissolved	SM4500/360.1	\$21.00
Paint Filter Test	9095	\$33.00
pH	SM 4500-H+ B/9045	\$9.00
Phenolics, Total	420.1/9065	\$39.00
Phosphorus, Total	365.3/SM 4500-P E	\$39.00
Salinity	SM 2520B	\$18.00
Solids, Total Dissolved	SM 2540 C	\$15.00
Solids, Total Suspended	SM 2540 D	\$12.00
Solids, Total	SM 2540 B	\$12.00
Solids, Volatile	160.4	\$12.00
Solids, Settleable	SM 2540 F	\$12.00
Specific Conductance	120.1	\$12.00
Sulfate	375.4	\$28.80
Sulfide, Total or Dissolved	SM 4500-S-2 D	\$34.80
MBAS, Surfactants	SM 5540C	\$39.00
Total Organic Carbon (water)	SM 5310C	\$34.80
Total Organic Carbon (soil)	9060	\$57.00
Total Organic Halogens (TOX) or Extractable Organic Halides	9020	\$78.00
Turbidity	180.1	\$10.80
General Mineral Analyses	Various	\$195.00
Asbestos*	OSHA Method ID-191	\$15.00

**NOTES:**

- Above prices include sample bottles, standard reporting formats and courier services (surcharges for distant locations may apply).
- Standard Turnaround Time is five (5) to seven (7) working days except for subcontracted analysis).
- Premium charges for Rush Turnaround:
  - Less than 24 Hours (Same Day) = + 200%
  - Next business day = + 100%
  - 2 Business Days = + 50%
  - Emergency weekend rushes or less than 6 hours = + 300%
- For TAT purposes, samples received after 3PM will be considered as arriving 8:00 AM the following working day.
- Regional Water Quality Board (Geotracker) and other customized EDD's: 3% project surcharge (\$30 minimum per work order).
- Tentatively Identified Compounds (TIC): EPA 8260 & 8270 TIC Report (up to 10 per sample): \$65 per sample.
- ATL Standard TPH Carbon Chain breakdown is as follows: C8-10, C10-18, C18-28, C28-36, C36-40, Total C8-C40.
- Disposal fee of \$7.00 per sample will be applied for samples submitted with no analysis requested.

\* Indicates analysis that is performed by qualified subcontract laboratory

**OTHER SERVICES:**

- 5035 EnCore Supplies (3 cartridges per sample): \$30
- 5035 Preserved vials (3 vials + 1 syringe per sample): \$15
- Field Services (sample pick-up & bottle delivery): \$40/hr and up
- 24-hr Composite Sampling Package: \$165 and up
- Level 3 and 4 Raw Data Packages: Prices available upon req



American Integrated Services, Inc.  
1502 E. Opp St.  
Wilmington, CA 90744  
Phone: 310-522-1168 / Fax 310-522-0474  
Mailing Address: P.O. Box 92316  
Long Beach, CA 90809-2316

**Standard Rate Schedule  
Operated & Maintained  
Effective January 1, 2010**

<u>Service/Equipment</u>	<u>Rate</u>
<u>Roll-offs</u>	
Roll-off Trucks/Rocket Launcher Single or Double Bins	\$95.00 per hour
<u>Bin Rental</u>	
10,18,20 CY Bins	\$17.00 per day
40 CY Bins	\$22.00 per day
25 CY Water Tight Dewatering Bins	\$47.00 per day
Mud Bins	\$39.00 per day
Bin Liners	\$22.00 per liner
<u>Vacuum Truck/Operated</u>	
42 BBI Vacuum	\$95.00 per hour
70 BBI Vacuum	\$95.00 per hour
120 BBI Vacuum	\$95.00 per hour
Stainless Steel/Coated	\$115.00 per hour
Guzzler w/Cyclone	\$225.00 per hour
Mini-Guzzler (Hydro Excavator – Spoils Vac)	\$135.00 per hour
<u>Stake Bed (drum) Truck/Operated</u>	
20 Foot Stake Bed Truck w/Lift Gate	\$95.00 per hour
Box Truck w/Lift Gate	\$95.00 per hour

P.O. Box 92316, Long Beach, CA 90809-2316 • 1502 East Opp Street, Wilmington, CA 90744  
Phone: 310.522.1168 • 888.423.6060 • FAX 310.522.0474  
www.americanintegrated.com • Contractor Lic. #757133

End Dumps

18 Wheel End-Dump Truck w/Pull Tarp \$98.00 per hour

Dump Trucks/Operated

Five Yard Dump Truck \$88.00 per hour

Ten Wheel Dump Truck \$92.00 per hour

Flatbed Trucks

45 Foot Flatbed \$95.00 per hour

3 Ton Stake Bed \$95.00 per hour

Articulated Haulers

30 Ton Capacity \$1,430 per day

Corrosive Resistant, High Density, Crosslink Polyethylene, Upright Cylindrical Tanks

Tank Size

4,000 Gallon Corrosive Resistant \$38.20 per day

4,000 Gallon Total Drain – Easy Clean \$40.40 per day

6,900 Gallon Corrosive Resistant \$38.20 per day

6,900 Gallon Total Drain – Easy Clean \$40.40 per day

20,000 Gallon T-Tank \$68.45 per day

Move In/Move Out Fee \$135.00 per hour

Delivery of Tanks \$135.00 per hour

Berms \$42.00 per day

Berm Set-up \$420.00 per event

There is a four-hour minimum on all deliveries and pick ups.

Heavy Equipment/Operated & Maintained

JD 410C Backhoe Loader (18K lb or Equiv.) \$128.00 per hour

Case 590M Backhoe/Extenda Hoe (18K lb or Equiv.) \$135.00 per hour

Case M-590SL 4x4 Backhoe Loader (20K lb or Equiv.) \$142.00 per hour

Vibratory Compactor \$245.00 per day

750lb Breaker \$265.00 per day

2000lb Breaker \$318.00 per day

Compaction Wheels 18" or 24" \$135.00 per day

Case CX47 Mini Excavator 10k lb \$142.00 per hour

Case CX75 Mini Excavator 20k lb \$148.00 per hour

Case 9030B Excavator 50K lb or Equiv. w/Thumb \$152.00 per hour

Case 9040B Excavator 55K lb or Equiv. w/Thumb \$160.00 per hour

Case CX240 Excavator 60K lb or Equiv. \$157.00 per hour

Case 9050B Excavator 75K lb or Equiv. \$177.00 per hour

Case 800 Excavator 190K lb or Equiv. \$265.00 per hour

4,500 lb Class Breaker \$750.00 per day

10,000 lb Class Breaker	\$1,280.00 per day
Compaction Wheels	\$275.00 per day
Tramac Mod 429 Vibratory Hammer	\$1,500.00 per day
Concrete Pulverizer	\$1,375.00 per day
Ripper/Shear	\$2,340.00 per day
Case 721C Rubber Tire Loader (42K lb or Equiv.)	\$138.00 per hour
Case 921 Rubber Tire Loader (5-6 CY bucket)	\$158.00 per hour
Cat D-6 Dozer	\$148.00 per hour
Cat 977L Track Loader w/4:1	\$153.00 per hour
Cat 963 Track Loader w/4:1	\$165.00 per hour
Cat 613 Scrapper (11-13CY) or Equiv.	\$192.00 per hour
Cat 615 Scrapper (15 CY) or Equiv.	\$228.00 per hour
Cat 623 Scrapper (23 CY) or Equiv.	\$244.00 per hour
Cat 931B Track Loader	\$135.00 per hour
54" Vibrator (Tow Behind)	\$460.00 per day
853 Bobcat w/Operator	\$120.00 per hour
Skip Loader 4x4	\$129.00 per hour
Skip Loader 4x4 w/Laser	\$148.00 per hour
Motor Grader Cat 14G (Blade)	\$148.00 per hour
Motor Grader w/Laser	\$168.00 per hour
Drum tipping Attachment (360° Rotation)	\$390.00 per day
8,000lb Fork Lift	\$ 98.00 per hour
Drum Crusher (Trailer Mounted)	\$104.00 per hour
Compressor	\$225.00 per day
185 cc. ft. min. Diesel. Roto Gear	\$ 42.50 per hour
80' Boom Lift	\$135.00 per hour
40' Scissor Lift	\$120.00 per hour
20' Scissor Lift	\$105.00 per hour
15' Mini Scissor Lift	\$ 95.00 per hour
 Mob/Demob of Heavy Equipment (per Machine) (Excludes Permit Fees)	 \$105.00 per hour
 <u>Water Trucks</u>	
2,000 Gallon	\$ 92.00 per hour
4,000 Gallon	\$115.00 per hour
 <u>Street Sweeper (4-hr minimum)</u>	 \$195.00 per hour
 <u>Pressure Washer/Operated</u> (all machines are diesel driven and trailer mounted)	
500 Gallon., 2 Hose Reels	\$225.00 per hour
Skid Mounted, Self-Contained Landa Washer	\$225.00 per hour

Confined Space Crew

Supervisor w/3-Man Crew (Permit & Monitoring) \$395.00 per hour

Labor Rates

- Environmental staff EPA/OSHA 40 hour trained. Non-prevailing wage rates.
- Overtime, time-&-one-half (over 8-hrs to 12hrs per day) will be charged at billing rate times 1.50.
- Double time, over 12-hrs in one day, holidays, etc. will be charged at billing rate time 1.85.
- Confined Space and/or tank entry work will be an additional \$9.00 per hour.
  
- Prevailing wage rates will be charged at billing rates of 1.35 to our below rates:
  - Project Manager \$85.00 per hour
  - Operator \$52.00 per hour
  - Superintendent \$70.00 per hour
  - Foreman \$58.00 per hour
  - Grade Checker \$55.00 per hour
  - Electrician \$75.00 per hour
  - Pipe Fitter \$45.00 per hour
  - Tradesman (Concrete, Block, Framing, Roofing, Etc.) \$52.00 per hour
  - Environmental Field Tech \$48.00 per hour
  - Env Field Tech 1166 Monitoring \$55.00 per hour
  - Laborer \$45.00 per hour
  
- Out-of-town, per diem rate is \$102.00 per man per day.
- All transportation rates are subject to an 11% Fuel Surcharge.

**C**alscience  
**E**nvironmental  
**L**aboratories, Inc.

SCHEDULE



**LA**  
THE PORT  
OF LOS ANGELES

## ORGANICS

ANALYSIS	METHOD	PRICE \$
1,2,3-Trichloropropane	SRL 524M-TCP	95
1,2,3-Trichloropropane & 1,4-Dioxane	SRL 524M-TCP	100
1,4-Dioxane	SRL 524M-TCP	95
1,4-Dioxane (Isotope Dilution)	EPA 8270C(M)	125
Chlorinated Herbicides	EPA 8151A	140
Dissolved Gases - Methane in water	RSK 175(M)	85
Dissolved Gases - Methane, Ethane & Ethene in water	RSK 175(M)	95
Nitroaromatics and Nitramines	EPA 8330	170
N-Nitrosodimethylamine (NDMA)	EPA 1625C(M)	170
Non-Halogenated Organics (2-Butanol, Ethanol, Isobutanol, Isopropanal, Methanol, n-Butanol)	EPA 8015B	95
Non-Halogenated Organics (Ethanol and/or Methanol)	EPA 8015B	85
Organochlorine Pesticides	EPA 8081A	95
Organochlorine Pesticides and PCBs	EPA 608	125
Organophosphorus Pesticides	EPA 8141A	125
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	170
Polychlorinated Biphenyls (PCBs - Aroclors)	EPA 8082	60
PCB Congeners (Calscience list of 41 Congeners)	EPA 8270C SIM	225
Polynuclear Aromatic Hydrocarbons	EPA 8270C	100
Polynuclear Aromatic Hydrocarbons – Low-level	EPA 8310/610	140
Polynuclear Aromatic Hydrocarbons – Low-level	EPA 8270C SIM	130
Purgeable Halocarbons and Aromatics (8021B Target List)	EPA 8260B	70
Purgeable Halocarbons and Aromatics (601/602 Target List)	EPA 624	80
Semivolatile Organic Compounds (SVOCs)	EPA 8270C/625	170
SVOCs Appendix II or IX Target List	EPA 8270C	250
SVOCs Tentatively Identified Compounds (TICs) add-on to 8270C	EPA 8270C	40
Volatile Fatty Acids (Acetic, Butyric, Lactic, Propionic, Pyruvic)	HPLC/UV	95
Volatile Organic Compounds (VOCs)	EPA 8260B/624	80
VOCs with Closed System P/T*	EPA 8260B/5035	90
VOCs plus Oxygenates	EPA 8260B	80
VOCs plus Oxygenates with Closed System P/T*	EPA 8260B/5035	95
VOCs – Low-level (water)	EPA 8260B	110
VOCs – Appendix II or IX Target List	EPA 8260B	125
VOCs – Tentatively Identified Compounds (TICs) add-on to 8260B	EPA 8260B	40

*\*Includes cost of sample preservation in the laboratory using sodium bisulfate and methanol. Field sampling devices, such as EnCores™, are not included in the unit rate, see Equipment & Supplies page 18.*

## UNDERGROUND STORAGE TANK

ANALYSIS	METHOD	PRICE \$
Total Recoverable Petroleum Hydrocarbons (water)	EPA 418.1	40
Total Recoverable Petroleum Hydrocarbons (soil)	EPA 418.1(M)	40
Total Petroleum Hydrocarbons (TPH) - Diesel	EPA 8015B(M)/DRO	40
TPH - Gas	EPA 8015B(M)/GRO	35
TPH - Gas with Closed System P/T*	EPA 8015B(M)/5035	40
TPH - Gas & BTEX	EPA 8015B(M)/8021B	40
TPH - Gas & BTEX with Closed System P/T*	EPA 8015B(M)/8021B/5035	45
BTEX and/or MTBE	EPA 8021B	40
BTEX with Closed System P/T*	EPA 8021B/5035	45
TPH - Specified Standard (extractable)	EPA 8015B(M)	50
TPH Extended Range (C6-C10, C10-C28, C28-C40)	EPA 8015B(M)	55
TPH with Carbon Chain Breakdown (C6-C36)	EPA 8015B(M)	45
TPH with Carbon Chain Breakdown (C6-C44)	EPA 8015B(M)	55
Methanol and/or Ethanol	EPA 8015B	85
BTEX and/or MTBE	EPA 8260B	65
BTEX and/or MTBE with Closed System P/T*	EPA 8260B/5035	80
BTEX and Fuel Oxygenates (includes Ethanol)	EPA 8260B	65
BTEX and Fuel Oxygenates with Closed System P/T*	EPA 8260B/5035	80
Fuel Oxygenates (includes Ethanol)	EPA 8260B	65
Fuel Oxygenates (includes Ethanol) with Closed System P/T*	EPA 8260B/5035	80
Total Purgeable Petroleum Hydrocarbons (TPPH) add-on to 8260B	EPA 8260B	25
TPPH with Closed System P/T* add-on to 8260B	EPA 8260B/5035	25
Volatile Organic Compounds (VOCs) plus Oxygenates	EPA 8260B	80
VOCs plus Oxygenates with Closed System P/T*	EPA 8260B/5035	95
CA EPH (Aliphatic & Aromatic Hydrocarbons)	EPA 8015B(M)	260
CA TVH (Aliphatic & Aromatic Hydrocarbons)	EPA 8260B	140
CA TVH (Aliphatic & Aromatic Hydrocarbons) with Closed System P/T*	EPA 8260B/5035	155
Organic Lead (includes sample preparation)	DHS LUFT	80
Total Lead (includes sample preparation)	EPA 6010B	18

*\*Includes cost of sample preservation in the laboratory using sodium bisulfate and methanol. Field sampling devices, such as EnCores™, are not included in the unit rate, see Equipment & Supplies page 18.*

## HAZARDOUS WASTE

ANALYSIS	METHOD	PRICE \$
Ignitability (Flashpoint)	EPA 1010	35
Corrosivity (as pH) (Analysis within 24 hours of receipt)	EPA 9045D	6
Paint Filter Liquids Test	EPA 9095D	25
<b><u>Reactivity</u></b>		
Cyanide	SW 846 Chapter 7	35
Sulfide	SW 846 Chapter 7	35
Cyanide and Sulfide	SW 846 Chapter 7	70
<b><u>Toxicity – Sample Preparation</u></b>		
TTLIC Sample Digestion for Metals (excludes Hg and CrVI)	EPA 3050B	10
TCLP/SPLP (Volatile) ZHE Extraction	EPA 1311/1312	60
STLC/TCLP/SPLP(Semi/Non-Volatile) Bottle Extraction	CAC Title 22 / EPA 1311/ 1312	35
<b><u>Toxicity – Sample Analysis</u></b>		
CAC Title 22 Metals (17)	EPA 6010B/7470A or 7471A	90
Organic Lead (includes sample preparation)	DHS LUFT	80
Individual Metals by ICP	EPA 6010B	8
Mercury	EPA 7470A/7471A	25
<b>Chromium VI (24 hour Hold Time for waters, includes sample preparation)</b>	EPA 7196A	60
Fluoride	SM 4500 F C	25
Volatile Organic Compounds	EPA 8260B	80
Organochlorine Pesticides	EPA 8081A	95
Polychlorinated Biphenyls (PCBs - Aroclors)	EPA 8082	60
Chlorinated Herbicides	EPA 8151A	140
Semivolatile Organic Compounds	EPA 8270C	170
TCLP Metals (8)	EPA 6010B/7470A	80
TCLP Full List (includes TCLP leaching procedures and TCLP target lists for the following methods: 6010B, 7470A, 8081A, 8082, 8151A, 8260B, & 8270C)	Various	695
96-hour Acute Aquatic Toxicity	California Dept. of Fish and Game	200

Parameters shown in **Bold** have short Hold Times

**CLEANUPS**

<b>CLEANUP</b>	<b>METHOD</b>	<b>PRICE \$</b>
Florisil Column Cleanup	EPA 3620B	20
GPC Cleanup	EPA 3640A	75
Solid Phase Extraction (SPE)	EPA 3535(M)	50
Acid-Base Partition Cleanup	EPA 3650B	30
Sulfur Cleanup	EPA 3660B	30
Alumina Cleanup	EPA 3610B/3611B	30
Other Cleanup	Various	By Quote

**EMERGENT CHEMICALS**

<b>ANALYSIS</b>	<b>METHOD</b>	<b>REPORTING LIMIT</b>	<b>PRICE \$</b>
<b>Chromium VI (24 hour Hold Time)</b>	EPA 218.6	0.2 ug/L	100
Perchlorate	EPA 314.0	2 ug/L	50
Perchlorate (solid matrix)	EPA 314.0(M)	20 ug/kg	80
Perchlorate (solid matrix)	EPA 6850	2 - 6 ug/kg	175
Perchlorate	EPA 331.0(M)	0.1 - 1.0 ug/L	165
1,2,3-Trichloropropane	SRL 524M-TCP	5 ng/L	85
1,2,3-Trichloropropane & 1,4-Dioxane	SRL 524M-TCP	5 ng/L / 2 ug/L	125
1,4-Dioxane	SRL 524M-TCP	2 ug/L	85
N-Nitrosodimethylamine (NDMA)	EPA 1625C(M)	2 ng/L	170
1,4-Dioxane (Isotope Dilution)	EPA 8270C(M)	2 ug/L	125

**DRINKING WATER**

<b>ANALYSIS</b>	<b>METHOD</b>	<b>PRICE \$</b>
EDB/DBCP	EPA 504.1	65
Purgeable Organics	EPA 524.2	120
1,2,3-Trichloropropane	SRL 524M-TCP	85
Individual Metals by ICP	EPA 200.7	*8
Individual Metals by ICP/MS	EPA 200.8	*15
<b>Chromium VI (24 hour Hold Time)</b>	EPA 218.6	100
Mercury	EPA 245.1	25
* Sample Preparation for Metals (sample preparation charges must be added, as applicable, unless otherwise noted.)	EPA 3010A/3020A/ 3040A/3050B	10

Parameters shown in **Bold** have short Hold Times

## METALS

ANALYSIS	METHOD	PRICE \$
<b><u>Sample Preparation</u></b>		
Total Digestion	EPA 1010A/3020A/3050B	10
<b>Sample Filtration for Dissolved Metals (ASAP within 24 hours)</b>	EPA 3005A	10
Reductive Precipitation Procedure	SOP M225	75
Individual Metals by ICP	EPA 6010B/200.7	8
Individual Metals by ICP/MS	EPA 6020/200.8	15
Mercury by Cold Vapor AA (includes digestion)	EPA 7470A/7471A/245.1	25
TCLP/SPLP Bottle Extraction	EPA 1311/1312	35
STLC (WET) Extraction	CAC, Title 22, § 66261.126, App. II	35
<b><u>Sample Analyses (sample preparation charges above must be added, as applicable, unless otherwise noted)</u></b>		
<b>Chromium VI (24 hour Hold Time for waters, includes sample preparation)</b>	EPA 7196A	60
<b>Chromium VI (24 hour Hold Time for waters, includes sample preparation)</b>	EPA 7199	90
CAC, Title 22 Metals: Sb, As, Ba, Be, Cd, Cr(t), Co, Cu, Pb, Hg, Mo, Ni, Se, Ag, Ti, V, Zn	EPA 6010B/7470A or 7471A	90
CAC, Title 22 Metals: Sb, As, Ba, Be, Cd, Cr(t), Co, Cu, Pb, Hg, Mo, Ni, Se, Ag, Ti, V, Zn	EPA 6020/7470A or 7471A	125
Priority Pollutant Metals: Sb, As, Be, Cd, Cr(t), Cu, Pb, Hg, Ni, Se, Ag, Ti, Zn	EPA 200.7/245.1 6010B/7470A or 7471A	85
Priority Pollutant Metals: Sb, As, Be, Cd, Cr(t), Cu, Pb, Hg, Ni, Se, Ag, Ti, Zn	EPA 200.8/245.1 EPA 6020/7470A or 7471A	115
TCLP (RCRA) Metals: As, Ba, Cd, Cr(t), Pb, Hg, Se, Ag	EPA 6010B/7470A or 7471A	80
ICP Metals Scan: Al, Sb, As, Ba, Be, B, Cd, Ca, Cr(t), Co, Cu, Fe, Pb, Mg, Mn, Mo, Ni, P, K, Se, Si, Sr, Ag, Na, Sn, Ti, Ti, V, Zn	EPA 6010B/200.7	110
ICP/MS Metals Scan: Al, Sb, As, Ba, Be, B, Cd, Ca, Cr(t), Co, Cu, Fe, Pb, Mg, Mn, Mo, Ni, K, Se, Sr, Ag, Na, Sn, Ti, Ti, V, Zn	EPA 6020/200.8	150
ICP/MS Metals Scan with Reductive Precipitation Preparation: As, Be, Cd, Cr, Co, Pb, Ni, Se, Ag, Zn	SOP M225/EPA 6020/200.8	225
Sea Water Metals: Al, Sb, As, Ba, Cd, Cr, Co, Cu, Fe, Pb, Mn, Mo, Se, Ag, Ti, V, Zn	EPA 1640	300

Parameters shown in Bold have short Hold Times

## WET CHEMISTRY

ANALYSIS	METHOD	PRICE \$
Acidity	SM 2310 B (EPA 305.1)	30
Anions by IC (F, Cl, Br, NO <sub>2</sub> , NO <sub>3</sub> , SO <sub>4</sub> , o-PO <sub>4</sub> ) (48 hour Hold Time)	EPA 300.0	65
Any single anion	EPA 300.0	20
Any two anions	EPA 300.0	35
Any three anions	EPA 300.0	45
Alkalinity, Total	SM 2320 B (EPA 310.1)	15
Alkalinity, Speciated	SM 2320 B (EPA 310.1)	25
<b>Biochemical Oxygen Demand (48 hour Hold Time)</b>	SM 5210 B (EPA 405.1)	50
Carbon Dioxide – headspace analysis	RSK 175(M)	85
Carbon Dioxide	SM 4500 CO2 D	25
Bromide	SM 4500 Br B	30
Cation Exchange Capacity	EPA 9081	80
Chemical Oxygen Demand (reflux)	SM 5220 C (EPA 410.1)	80
Chemical Oxygen Demand (spectrophotometric)	SM 5220 D/EPA 410.4	25
Chloride	SM 4500 Cl C (EPA 325.3)	30
<b>Chlorine, Free (Analysis within 24 hours of receipt)</b>	SM 4500 Cl F (EPA 330.4)	20
<b>Chlorine, Total Residual (Analysis within 24 hours of receipt)</b>	SM 4500 Cl F (EPA 330.4)	20
<b>Chromium VI (24 hour Hold Time)</b>	EPA 7196A	60
<b>Chromium VI (24 hour Hold Time)</b>	EPA 7199	90
Chromium VI (soil/solid samples)	EPA 7199/3060A	90
<b>Color (48 hour Hold Time)</b>	SM 2120 B (EPA 110.2)	10
Cyanide, Amenable	SM 4500 CN G	70
Cyanide, Free	SM 4500 CN I	35
Cyanide, Total	SM 4500 CN E (EPA 335.2)	35
Cyanide, Total	EPA 9010C/9014	35
Density	ASTM D1475(M)	25
Fluoride	SM 4500 F C (EPA 340.2)	25
<b>Dissolved Organic Carbon (Sample filtration required within 24 hours)</b>	SM 5310 D (EPA 415.1)	40
<b>Formaldehyde (24 hour Hold Time)</b>	ASTM D6303-98	95
Hardness, Total	SM 2340 C (EPA 130.2)	15
<b>Hydrazine (24 hour Hold Time)</b>	ASTM D1385	95

Parameters shown in **Bold** have short Hold Times. Methods shown in red are EPA methods which were replaced under the US EPA Methods Update Rule (MUR) effective April 11, 2007.

**WET CHEMISTRY (continued)**

ANALYSIS	METHOD	PRICE \$
Hydrogen Sulfide (24 hour Hold Time)	HACH Model 15 HS-C	20
Ion Balance	Calculation	20
Iron, Ferrous (24 hour Hold Time)	SM 3500 Fe B	45
Mercaptans (48 hour Hold Time)	LACSD 258	70
Moisture Content	ASTM D2216	12
<b>Nitrogen</b>		
Ammonia (Titration with distillation)	SM 4500 NH3 B/C (EPA 350.2)	40
Ammonia (Unionized)	SM 4500 NH3 B/C (EPA 350.2)	35
Ammonia (Ion Selective Electrode (ISE) with distillation)	SM 4500 NH3 F (EPA 350.3)	40
Ammonia (Segmented Flow Analyzer (SFA))	EPA 350.1(M)	60
Nitrate (48 hour Hold Time)	SM 4500 NO3 E/SM 4500 NO2B	35
Nitrite (48 hour Hold Time)	SM 4500 NO2 B (EPA 354.1)	35
Nitrate & Nitrite (48 hour Hold Time)	SM 4500 NO3 E (EPA 353.3)	35
Organic	SM 4500 NH3 B/C/4500 N Org B	75
Total Kjeldahl	SM 4500 N Org B (EPA 351.3)	40
Total Kjeldahl (SFA)	EPA 351.2(M)	75
Total Nitrogen (48 hour Hold Time)	SM 4500 NO3 E/4500 N Org B	75
Total Inorganic Nitrogen (48 hour Hold Time)	SM 4500 NO3 E/4500 NH3 B/C	70
Odor (24 hour Hold Time)	SM 2150 B	20
Oil and Grease	SM 5520 B	50
Oil and Grease	EPA 413.2	50
Oil and Grease; Hexane Extractable Material (HEM)	EPA 1664A	40
Oil and Grease; HEM - Silica Gel Treated (SGT)	EPA 1664A	50
Oxygen, Dissolved (Analysis within 24 hours of receipt)	SM 4500 O G	20
Paint Filter Liquids Test	EPA 9095B	25
Perchlorate, Soil	EPA 314.0(M)	80
Perchlorate, Water	EPA 314.0	50
Perchlorate, Water	EPA 331.0(M)	165
Perchlorate, Soil or Water	EPA 6850	175
pH (Analysis within 24 hours of receipt)	SM 4500 H+B/EPA 9045D	6
Phenolics, Total	SM 5530 D/EPA 9065/420.1	50
Phosphate, Ortho (48 hour Hold Time)	SM 4500 P B/E	30
Phosphate, Ortho (SFA) (48 hour Hold Time)	EPA 365.1(M)	45
Phosphate, Total	SM 4500 P B/E	30
Phosphate, Total (SFA)	EPA 365.1(M)	45

Parameters shown in **Bold** have short Hold Times. Methods shown in red are EPA methods which were replaced under the US EPA Methods Update Rule (MUR) effective April 11, 2007.

## WET CHEMISTRY (continued)

ANALYSIS	METHOD	PRICE \$
Phosphorous, Total	SM 4500 P B/E (EPA 365.3)	30
<b>Redox Potential (48 hour Hold Time)</b>	ASTM D1498	30
<b>Salinity (48 hour Hold Time)</b>	SM 2520 B	20
<b><u>Solids (Residues)</u></b>		
Total Dissolved	SM 2540 C (EPA 160.1)	15
Total Suspended	SM 2540 D (EPA 160.2)	15
Total	SM 2540 B (EPA 160.3)	15
Volatile	EPA 160.4	25
<b>Settleable (48 hour Hold Time)</b>	SM 2540 F (EPA 160.5)	15
Volatile Suspended	SM 2540 D/EPA 160.4	45
Specific Conductance	SM 2510 B	10
Sulfate	ASTM D516-02/EPA 9038	40
Sulfide	SM 4500 S2 D (EPA 376.2)	25
<b>Sulfide, Dissolved (24 hour Hold Time)</b>	SM 4500 S2 D (EPA 376.2)	25
<b>Sulfite (48 hour Hold Time)</b>	SM 4500 SO3 B (EPA 377.1)	40
<b>Surfactants (MBAS) (48 hour Hold Time)</b>	SM 5540 C (EPA 425.1)	50
Thiosulfates	LACSD 253A	55
Total Inorganic Carbon in Water/Liquids	SM 5310 D(M) (EPA 415.1)	35
Total Inorganic Carbon in Soil/Solids	EPA 9060A(M)	70
Total Organic Carbon in Water/Liquids	SM 5310 D (EPA 415.1)	35
Total Organic Carbon in Soil/Solids	EPA 9060A	70
<b>Turbidity (48 hour Hold Time)</b>	SM 2130 B (EPA 180.1)	8
<b><u>General Minerals</u></b>		
Calcium, Copper, Iron, Magnesium, Manganese, Sodium, Zinc, Alkalinity-speciated, Chloride, <b>MBAS, pH, Sulfate, Nitrate, Nitrite, Conductivity, Hardness, &amp; TDS</b>	Various	250
<b><u>Cation-Anion Balance</u></b>		
Alkalinity, Calcium, Chloride, Fluoride, Iron, Magnesium, Manganese, <b>Nitrate, Nitrite, pH, Potassium, Sodium, Conductivity, Sulfate, &amp; TDS</b>	Various	200

## BIOASSAYS

ANALYSIS	METHOD	PRICE \$
96-hour Acute Aquatic Toxicity	California Dept. of Fish & Game	200
<b>96-hour Whole Effluent Acute Toxicity (36 hour Hold Time)</b>	EPA 600/4-85/013	200

Parameters shown in **Bold** have short Hold Times. Methods shown in red are EPA methods which were replaced under the US EPA Methods Update Rule (MUR) effective April 11, 2007.

**AIR/VAPOR**

METHOD	DESCRIPTION	REPORTING LIMIT	PRICE \$
8260B M	Soil Gas Analysis by GC/MS		
	- BTEX	5 to 10 ppbv	50
	- BTEX + Oxygenates + Ethanol	5 to 50 ppbv	60
	- BTEX + Oxygenates + Naphthalene + Ethanol	5 to 50 ppbv	75
TO-14A	Volatile Organics by GC/MS Full Scan		
	- Full TO-14A Target List	0.5 to 5 ppbv	170
	- Full TO-14A Target List + MTBE	0.5 to 5 ppbv	170
	- BTXE Only	0.5 to 2 ppbv	100
	- SCAQMD Rule 1150.1 Compounds	0.5 to 2 ppbv	155
	- Add Tentatively Identified Compounds		50
EPA TO-15/TO-15(M)	Volatile Organics by GC/MS Full Scan		
	- EPA 8021B List	0.5 to 12 ppbv	170
	- BTXE and MTBE	0.5 to 2 ppbv	105
	- MTBE Only	2 ppbv	90
	- BTXE and Fuel Oxygenates	0.5 to 5 ppbv	130
	- Naphthalene Only	10 ppbv	125
	- Full TO-15 List	0.5 to 5 ppbv	175
	- Full TO-15 List + Fuel Oxygenates	0.5 to 5 ppbv	200
	- Full TO-15 List + Oxygenates + Naphthalene	0.5 to 10 ppbv	220
	- TO-15 Extended Target List	0.5 to 50 ppbv	250
	- Add Tentatively Identified Compounds		50
	- Carbon Range C <sub>4</sub> -C <sub>5</sub> , C <sub>6</sub> -C <sub>7</sub> , C <sub>8</sub> -C <sub>10</sub> , C <sub>11</sub> -C <sub>14</sub>	50 ppbv	75
EPA TO-15 SIM	Volatile Organics by GC/MS in SIM Mode *		
	- One compound	0.025 ppbv	140
	- Two to five compounds	0.025 ppbv	175
	- Six to ten compounds	0.025 ppbv	200
	- Full SIM List	0.025 ppbv	225
	- Full SIM List + Naphthalene	0.025 to 0.05 ppbv	245

Leak Detection Compounds (IPA or 1,1-DFA) can be added to any of the methods shown above at no additional charge. Request for Leak Detection Compounds should be indicated on the Chain of Custody. If Helium tracer is required an additional fee of \$50 applies, see method ASTM D-1946 on page 12.

\* Requires individually certified Summa™ canisters and flow controllers, see Equipment & Supplies on page 18.

**AIR/VAPOR (continued)**

<b>METHOD</b>	<b>DESCRIPTION</b>	<b>REPORTING LIMIT</b>	<b>PRICE(\$)</b>
ASTM D-2820(M)	C1 - C6 Hydrocarbon Speciation by GC/FID	1.0 ppmv	70
EPA TO-3(M)	Total Petroleum Hydrocarbons (TPH) as Gasoline by GC/FID	1.5 ppmv	50
EPA TO-3(M)	Gasoline Range Organics (GRO) C <sub>6</sub> -C <sub>12</sub>	13 ppmv	50
EPA TO-3(M)	TPH C <sub>1</sub> - C <sub>6</sub>	1 ppmv	50
EPA TO-3(M)	TPH C <sub>6</sub> - C <sub>12</sub>	10 ppmv	50
EPA TO-3(M)	VOCs > C <sub>3</sub> as Hexane (SCAQMD permit compliance)	3 ppmv	50
ASTM D-1946	Fixed Gases (CO <sub>2</sub> , CO, CH <sub>4</sub> , N <sub>2</sub> , O <sub>2</sub> )	0.5%v	65
ASTM D-1946	Helium and/or Hydrogen	0.01%v	50
SCAQMD 12.1	Inorganic Lead by FAA (including MSA)	10 ug/sample*	55
EPA 16 GC/FPD	<b>Hydrogen Sulfide (24 hour Hold Time)</b>	1 ppmv	**75
SCAQMD 25.1	Non-condensables analysis for TGNMO and CH <sub>4</sub>	1 - 5 ppmv	80
SCAQMD 25.1	Non-condensables analysis for TGNMO, CH <sub>4</sub> and fixed gases	1 ppmv - 0.5%	115
SCAQMD 25.1	Non-condensables analysis for fixed gases	1 ppmv - 0.5%	80

\* Based upon 100 ml final sample volume (post digestion)

\*\* \$300 minimum charge.

**Headspace Analysis**

RSK 175(M)	Methane in water	1 ug/L	85
RSK 175(M)	Methane, Ethane & Ethene in water	1 ug/L	95
RSK 175(M)	Carbon Dioxide in water	1.7 ug/L	85

**High-volume sampling**

Lead Analysis (40 CFR, Part 50, App. G.) [FAA]	180 ug/filter	40
Lead Analysis (SCAQMD Rule 1420) [FAA including MSA]	180 ug/filter	55
TSP/PM10 Particulate (40 CFR, Part 50, App. J)	100 ug/filter	30

Parameters shown in **Bold** have short Hold Times

**Cascade Drilling, L.P.**  
**DAY RATE - FEE SCHEDULE**

*Effective November 1, 2009*

**A. EQUIPMENT**

CS-500 Sonic Drill Rig	Operation Rate w/3 Man Crew	4,500.00/DAY
ARCH/Mud Rotary	Operation Rate w/3 Man Crew	4,500.00/DAY
CME 1050 All Terrain	Operation Rate w/3 Man Crew	3,500.00/DAY
CME 95 Drill Rig	Operation Rate w/3 Man Crew	3,000.00/DAY
CME 85 Drill Rig	Operation Rate w/3 Man Crew	2,750.00/DAY
CME 75-HT Drill Rig	Operation Rate w/3 Man Crew	2,500.00/DAY
CME 75-Ltd Access	Operation Rate w/3 Man Crew	2,750.00/DAY
Direct Push Rig	Operation Rate w/2 Man Crew	2,150.00/DAY
Direct Push Rig	Operation Rate w/1 Man Crew	1,650.00/DAY
Smeal Development Rig	Operation Rate w/1 Man Crew	1,500.00/DAY
Air Vacuum Rig	Operation Rate w/2 Man Crew	1,800.00/DAY
Extra Laborer		80.00/HR

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

**Prices are subject to change without notice**

**CANCELLATION:**

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

**DAY RATE:**

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

**OVERTIME/PREVAILING WAGE:**

After 10 hours or on weekends, nights and holidays an overtime charge of \$ 50.00/hr. per man will be added.

**PER DIEM:**

A per diem charge of \$125.00 a night per man will be charged for projects requiring an overnight stay.

**FOOTAGE/LUMP SUM:**

If a footage rate or lump sum bid is required for a project please contact: (562) 929-8176.

**LOSS PREVENTION OBSERVATION (LPO):**

\$400.00 will be charged for each LPO performed, this includes travel to and from site, up to 1 hour of on-site time, post LPO feedback sessions.

**Cascade Drilling, L.P.**  
**DAY RATE - FEE SCHEDULE**

(continued)

**B. SUPPORT EQUIPMENT**

Light Tower	200.00 /DAY
Tag On High Pressure Air Compressor	1,500.00/DAY
Water Truck/Rig Tender	400.00/DAY
Support Vehicle 2 Ton	150.00/DAY
Support Vehicle 1 Ton	75.00/DAY
Self Contained Decontamination Trailer	200.00/DAY
Bobcat/Forklift	350.00/DAY
Compressor / Jackhammer	200.00/DAY
Continuous Sampling Equipment	200.00/DAY
Concrete Cutting	QUOTED/JOB
Concrete Coring	QUOTED/JOB
Hydropunch II	150.00/DAY
Snow Fencing (15 panels)	150.00/DAY
Liftgate Truck for Moving Drums	250.00/DAY
Portable Restroom	QUOTED/JOB

**C. COMMON SUPPLIES**

3' x 1.25" Sparge Points	150.00/EA
4" PVC	7.00/FT
2" PVC	4.00/FT
8" Backfill	4.00/FT
10" Backfill	7.00/FT
12" Backfill	11.50/FT
Monterey Sand 50 lb. Bag	10.00/EA
Bentonite Grout 50 lb. Bag	20.00/EA
Bentonite Chips 50 lb. Bag	10.00/EA
Bentonite Pellets, Bucket	35.00/EA
Coated Bentonite Pellets	55.00/EA
Quickset Concrete 50 lb. Bag	20.00/EA
Concrete 60 lb. Bag	7.00/EA
Portland Cement 47 lb. Bag	10.00/EA
D.O.T. 17H 55 Gallon Drum	50.00/EA
12" EMCO Wheaton Well Cover - Installed	300.00/EA
12" EMCO Wheaton Well Cover - San Diego	500.00/EA
1Bolt Morrison - Installed	350.00/EA
1Bolt Morrison - San Diego	600.00/EA
8" EMCO Wheaton Well Cover - Installed	200.00/EA
8" EMCO Wheaton Well Cover - San Diego	400.00/EA
12" COP Well Covers - Installed	350.00/EA
12" COP Well Covers - San Diego	550.00/EA
Sample Liners	5.00/EA
Hydropunch II Expendable Items	50.00/EA
Drill out Bits 8" - 10"	150.00/EA
Drill out Bits 12" - 15"	200.00/EA
6" Stainless Steel Vapor Probes	75.00/EA
Poly Tubing	1.00/FT
Hole Prep (Plastic & Plywood)	25.00/HOLE
Teflon Tape	100.00/ROLL

### COREPROBE INT'L FEE SCHEDULE (2011)

GEOPROBE EQUIPMENT	1/2 Day (Up to 4 hrs site)	Full Day (Up to 8 hrs site)	Hourly Over Time / Standby Rate
Geoprobe 7822, Operator & Helper	-	\$2,000	\$270/hr
Geoprobe 6610 Operator & Helper	-	\$1,860	\$240/hr
Geoprobe 5400, Operator & Helper	\$980	\$1,360	\$200/hr
Geoprobe 4220 – Operator & Helper	\$980	\$1,360	\$200/hr
Geoprobe 540M – Operator & Helper	\$980	\$1,360	\$200/hr
Geoprobe 420M – Operator & Helper	\$980	\$1,360	\$200/hr
Mob/Demob - round trip	\$350 (0-70 miles)	\$450 (70-100 miles)	\$550 (100-150 miles) \$750 (150-200)
Air Knife Utility clearance	\$185/hr Portal to Portal (4 hr minimum charge)		
Injection Trailer	\$1,500 / day including GS 1000 & DP 800 pumps		
Geoprobe Cone Penetration Test *	\$15/ft + \$50 Set Up/point + Mob/Demob		
CA Professional Geologist / Project Manager	\$105/hr Site & travel + mileage		

\* \$1,200 Minimum Charge.

#### EXPENDABLES

SOIL SAMPLING MATERIALS:	AMOUNT \$
Large Bore 6" x 1.4" SS Liners with caps	\$6 / each
Large Bore 24" x 1.4" PVC Liner with caps	\$5 / each
Dual Tube 21 36"/48"/60" x 1.6" PVC Liner (caps, core catcher)	\$9/ \$10 / \$12 each
Dual Tube 32 60" x 1.85" PVC Liner with caps (core catcher extra)	\$12 / each
Macro Core 48" x 2" PVC Liner with caps	\$6 / each
Macro Core 60" x 2" PVC Liner with caps	\$7 / each
GROUNDWATER SAMPLING MATERIALS:	
Groundwater Expendable Points	\$8 / each
Polyethylene Tubing 3/8" O.D. x 1/4" I.D.	\$0.45 / foot
Pre-pack Wells/Micro Well, 1/2, 3/4, 1" and 1 1/2" Completion Materials	Varies
Groundwater Monitoring Well Covers 6"	\$75 / each
SOIL - VAPOR SAMPLING MATERIALS:	
Stopcock with Luer Connections / Expendable / anchor Points	\$3.50 / \$8 / \$20 each
Vacuum chamber and pump	\$50 / day
Nyloflow / Polyethylene / Teflon Tubing 1/4" O.D. x 0.170" I.D.	\$0.45 / \$0.35 / \$2.50 / foot
Porous Polypropylene Tip / Penn Plax / Stone Coarse Vapor Implant	\$12 / \$7 / \$3 each
Tremie Hydration System plus 2/12 or glass beads and bentonite powder	\$5 / point
HOLE PLUG MATERIALS:	
Bentonite Grout and/or Granulite/chips (50 lbs. bag)	\$15 / bag
Cement or Asphalt for Resurfacing	\$20 / bag
Grout/Injection Pump	\$175 / day
MISCELLANEOUS:	
Per-Diem	\$120 / person / day
55 gallon / 16 gallon DOT Drum	\$50 / \$75 each
Concrete Coring 3" -10" Diameter Cut up to 8" thick	\$90-\$110 / cut
Extra Labor	\$ 65 / hour
MiniRAE 2000 PID Rental	\$100 / day
Generator / Exhaust Blower System	\$50 / \$175/ each / day
Service Run (0-50 miles Round trip = \$125)	\$3 / mile after 50 miles

PREVAILING WAGE SITE & TRAVEL					
		Straight time Total Hourly Daily Rate		Overtime Hourly rate / Saturday Sunday / Holiday	
			1 1/2X	1 1/2X	2X
Project Manager	8	88.86	N/A	N/A	N/A
Operator	8	66.44	99.66	99.66	132.88
Field Tech	8	50.28	75.42	75.42	100.56



## Standard Billing Rates

<i>Description</i>	<i>Cost</i>	<i>Cost</i>
Labor - Project Superintendent	Per Hour	\$ 89
Labor - Equipment Operator	Per Hour	\$ 65
Labor - Lead Technician	Per Hour	\$ 55
Labor - Standard Technician	Per Hour	\$ 47
Equipment - Service Truck	Per Day	\$ 89
Equipment - Forklift	Per Day	\$ 100
Equipment - Backhoe	Per Day	\$ 240
Equipment - Man Lift	Per Day	\$ 100

- *The above equipment rates do not include mobilization fees*
- *E&E typically operates on a 20% mark up for materials or sub-contracted services.*

Gail, I trust this provides Ninyo and Moore with the level of overview you require. Should you have any further questions, or would like to discuss E&E in more detail, please do not hesitate to contact me at any time. I would be delighted to assist wherever possible. I can be reached any time via my cell: 1 714 883 4729 and via email: [jharding@eandeconstruction.com](mailto:jharding@eandeconstruction.com)

Yours Sincerely,



James Harding  
E&E Construction

**Innovative Construction Solutions (ICS)**  
**Rate Sheet for POLA**  
*(NON-PREVAILING WAGE RATES)*



**Labor Rates**

Project Manager:	\$95.00 per hour
Site Superintendent:	\$68.00 per hour
Site Foreman:	\$50.00 per hour
Plumber:	\$54.00 per hour
Equipment Operator:	\$65.00 per hour
Field Technician:	\$38.00 per hour

**Operated Backhoes**

John Deer 310 w/ Extension:	\$105.00 per hour
John Deer 410 w/ Extension:	\$115.00 per hour

**Operated Loaders**

Skip Loader:	\$100.00 per hour
3.0 cy Loader:	\$130.00 per hour
4.0 cy Loader:	\$143.00 per hour
5.0 cy Loader:	\$155.00 per hour

**Operated Excavator**

45,000 lb Excavator:	\$143.00 per hour
60,000 lb Excavator:	\$165.00 per hour
75,000 lb Excavator:	\$175.00 per hour

**Other Operated Equipment**

5.0 cy Dump Truck:	\$85.00 per hour
2,000-gallon Water Truck:	\$85.00 per hour
Skid Steer Loader (Bobcat):	\$95.00 per hour
Mini Excavator:	\$95.00 per hour

**Mobilization/Demobilization:** Varies based on equipment type/size

**Transportation and Disposal of Waste:** Varies based on waste stream and quantity

**NOTE:** Hourly operated equipment rates include 40-hour HAZWOPER trained operators, fuel, taxes, service and maintenance.

8-hour minimum applies on first day; 4-hour minimum applies thereafter on all hourly operated equipment rates.

Published rates are subject to a 2% yearly adjustment.

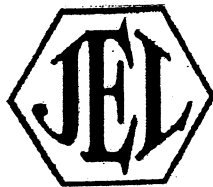


## JET Drilling, Inc.

### Fee Schedule 2010

Hollow Stem Auger Rig	2 Man Crew	\$195.00 Hr. / \$265.00 Hr. Prevailing
Mud Rotary Rig	2 Man Crew	\$210.00 Hr. / \$275.00 Hr. Prevailing
Rock Coring Rig	2 Man Crew	\$250.00 Hr. / \$295.00 Hr. Prevailing
Limited Access Rig	2 Man Crew	\$210.00 Hr. / \$275.00 Hr. Prevailing
Geoprobe Rig	2 Man Crew	\$1500.00 Day / \$2000.00 Day Prevailing
Air Vac Rig		\$210.00 Hr. / \$275.00 Hr. Prevailing
Support Truck		\$150.00 Daily
Decon Unit		\$150.00 Daily
Sand		\$25.00 Bag
Grout		\$25.00 Bag
Chips		\$25.00 Bag
Concrete		\$25.00 Bag
Asphalt Patch		\$25.00 Bag
4" PVC		\$12.00 L.F.
2" PVC		\$8.00 L.F.
Stemple Liners		\$6.00 Each
Large Bore Probe Liners		\$1.25 Each
Drums		\$55.00 Each
Well Boxes		\$150.00 Each
Concrete Cores		Hourly Rate + \$50.00 Each
Perdiem		\$150.00 Per Man, Per Night
Third Man Increase		\$70.00 Per Man, Per Hour

Please see our website for description of equipment and capabilities. Prices are subject to change. Job may be billed at Hourly rate or Daily rate, depending on project specifics. Please call for details or for a formal estimate. JET Drilling, Inc. reserves the right to increase rates and fees by 5% per year.



# Jones Environmental, Inc.

Testing Laboratories

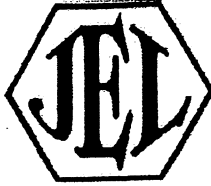
P.O. Box 5387 • Fullerton, CA 92838  
(714) 449-9937 • FAX (714) 4499685

## FEE SCHEDULE

ANALYSIS •	SOIL ♦ GROUND WATER	PRICE PER SAMPLE
EPA 8260B – (TPH –G) Volatile Hydrocarbons as Gasoline		\$ 35.00
EPA 8015 – (TPH –D) Semi-Volatile Hydrocarbons as Diesel		\$ 35.00
EPA 8015/ASTM 2887 – Extended Range Carbon Chains (C6-C44+)		\$ 50.00
EPA 8015/ASTM 2887 – Extended Range Carbon Chains (C6-C44) w/interp.		\$ 75.00
EPA 8260B/5035 – Volatile Organic Compounds by GC/MS for (MTBE, BTEX & Oxygenates only)		\$ 75.00
EPA 8260B/5035 – Volatile Organic Compounds by GC/MS (Full Scan)		\$100.00
EPA 8260B/5035 – Volatile Organic Compounds by GC/MS plus Oxygenates		\$100.00
EPA 9040 – pH Water		\$ 10.00
EPA 9045 – pH Soil		\$ 15.00
DI WATER LEACH TEST – 24 Hour Leach Extraction only (Analysis extra)		\$ 40.00
PERCENT WATER -		\$ 15.00
5035 Sample Containers – Per container		\$ 2.50

## MOBILE LABORATORY RATES

*DAILY RATES -- (Mobilization plus Analyses included [EPA 8260 TPHG or EPA 8015 TPHD or EPA 8015/ASTM 2887 CC])	\$1500/day♦
**DAILY RATES—(Mobilization, 8260B/TPHG plus additional Analyses Included [Diesel or Carbon Chains for Soil or Water	\$1950/day♦
***DAILY RATES—(Mobilization, 8260B[Soil Gas-Includes DTSC Regs])	\$1950/day♦
****DAILY RATES—(Mobilization, TO-15/17[Soil Gas-Includes DTSC Regs])	\$2250/day♦
*****DAILY RATES -(Mobilization, 8260B/5035 or 5030 or Soil Gas) Dual GC/MS's	\$3900/day♦
*****MOBILIZATION CHARGE -- (No Analysis Included)	\$ 500/day♦
STANDBY/HALF-DAY FEE – No Samples received	\$ 900/day
WEEKEND MOBILIZATION FEE -- (in addition to daily rate)	\$ 500/day
CHEMIST PER DIEM --(If overnight accommodation required)	\$ 160/person
♦TRAVEL – Additional charge from Fullerton, CA (over 50 miles)	\$0.85/per mile
OVERTIME/AFTER HRS RESPONSE/STAND BY -- Every hour over 10 hours on site/Between 7:00pm and 7:00am/Every hour stand by.	\$ 150/hour



# Jones Environmental, Inc.

Testing Laboratories

P.O. Box 5387 • Fullerton, CA 92838  
(714) 449-9937 • FAX (714) 4499685

10/22/09

ANALYSIS • SOIL GAS ♦ VAPOR	PRICE PER SAMPLE
EPA 8260B – (TPH –G) Volatile Hydrocarbons as Gasoline only	\$ 35.00
EPA 8260B – (TPH –Fractionation)♦♦	\$ 35.00
EPA 8260B – Volatile Organic Compounds by GC/MS for (BTEX, MTBE & Oxygenates only)	\$ 75.00
EPA 8260B – Volatile Organic Compounds by GC/MS	\$100.00
EPA 8260B – Volatile Organic Compounds by GC/MS plus Oxygenates	\$100.00
TO-3 - Volatile Organic Compounds	\$ 75.00
TO 15 – (TPH –G) Volatile Hydrocarbons as Gasoline only	\$ 50.00
TO 15 – Volatile Organic Compounds by GC/MS for (MTBE, BTEX & Oxygenates only)	\$165.00
TO 15 – Volatile Organic Compounds by GC/MS	\$200.00
TO 15 – Volatile Organic Compounds by GC/MS plus Oxygenates	\$210.00
TO 17 – Volatile Organic Compounds via sorbent trap/tube by GC/MS	\$125.00
METHANE - EPA 8015M GC/FID	\$ 50.00
FIXED GASES – ASTM 1946D GC/TCD	\$110.00
SUMMA CANNISTER RENTAL (individual certified) - Daily	\$ 75.00
SUMMA CANNISTER VALVE ATTACHMENTS - Daily	\$ 25.00
TEDLAR BAGS – each bag	\$ 10.00

\* RUSH Analysis is subject additional surcharge \*

- \* Rates quoted are based on an 8 -10 hr/day, based on a 20 samples
- \*\* Rates quoted are based on an 8 -10 hr/day, based on a maximum of 20 samples by 8260B- VOC'S/TPHG and a maximum of 20 samples on the additional analyses.
- \*\*\* Rates quoted are based on an 8 -10 hr/day, based on a maximum of 20 samples by 8260B
- \*\*\*\* Rates quoted are based on an 8 -10 hr/day, based on a maximum of 16 samples by TO-17
- \*\*\*\*\* Rates quoted are based on an 8 -10 hr/day, based on a maximum of 40 soil/water samples by 8260B or 40 soil gas samples (include purge test and duplicates in sample qty.)
- \*\*\*\*\* Rates quoted are based on 5 hrs.or less on site and if fewer samples than the maximum are expected, a mobilization charge plus a per analysis charge may be arranged.

**EDF REPORTING FOR GEOTRACKER 10% Surcharge of original mobile lab invoice**  
♦♦ TPH Fractionation according to DTSC/RWQCB June 2009 advisory upon request

\*\* Please call for a quotation \*\*

## CONSULTING FEE SCHEDULE Steve Jones, Ph.D.

REPORT PREPARATION ( 3 hour minimum)	\$150/hour
CONSULTING	\$150/hour
DEPOSITION/TESTIMONY	\$250/hour
TRAVEL (port to port)	\$100/hour
DATA REVIEW	\$100/hour



Proposal # LBC1295

Ninyo and Moore  
475 Goddard, Suite 200  
Irvine, CA 92618

Attention: Charlena Lopez

Dear Mrs. Lopez

KM Industrial, would like to thank you for giving us the opportunity to provide service for your hazardous and non-hazardous waste needs. Through our highly trained and professional staff, we offer efficient and environmentally sound, full service management and transportation of a wide variety of hazardous and non-hazardous wastes. Support staff are CPR certified and possess 40 hour hazwoper training per O.S.H.A. requirements.

KM Industrial, would like to offer optional transportation services to manage hazardous / non-hazardous waste streams. We can support off-site bulk liquids transportation with our fleet of bobtail and trailer vacuum truck units to designated disposal facilities. Also, our roll off truck service with various size bins to support containment of impacted material for profiling and transportation to your designated recycling facilities.

KM Industrial, have experienced support staff to profile and manifest various waste streams from your project sites. Please review the following rates for support staff and transportation services to manage on-site / off-site disposal needs.

<u>Support Equipment</u>	<u>Rates</u>
Stakebed Unit / With Lift Gate	\$ 65.00 Per Hour
Bobtail Vacuum Unit	\$ 65.00 Per Hour
Trailer Vacuum Unit / 120 Barrel Capacity	\$ 70.00 Per Hour

Bobtail Roll Off Unit / One Bin Unit	\$ 65.00 Per Hour
Trailer Roll Off Unit / Two Bin Unit	\$ 70.00 Per Hour
20 Yard Flip Lid Roll Off Bins	\$ 15.00 Per Day
40 Yard Roll Top Bins	\$ 18.00 Per Day
Bin Liners	\$ 20.00 Each

### Disposal Options

#### Crosby & Overton, Long Beach, California facility

Non-Hazardous Liquids	\$ 70.00 / Drum
Non-Hazardous Liquids	\$ 0.30 / Gallon
Non-Hazardous Solids	\$ 75.00 / Drum
Non-RCRA Hazardous Liquids	\$ 88.50 / Drum
Non-RCRA Hazardous Liquids (Less Than 10%)	\$ 0.70 / Gallon
Non-RCRA Hazardous Solids	\$ 90.00 / Drum

**Over-Time:** There shall be an additional charge of \$ 15.00 per hour for all hours worked after eight (8) hours and all hours worked on Saturday or Sunday and \$ 30.00 per hour on Holidays

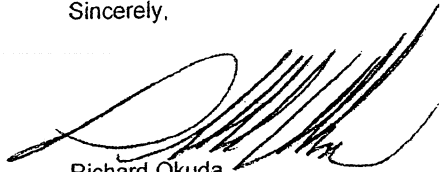
### Contingencies

1. Delays by Ninyo and Moore, will be charged time and material rates.
2. Transportation services based on (4) hour minimum at above rates.
3. Transportation support services based on fifteen (15) percent fuel surcharge to hourly rates.
4. Disposal options for bulk liquids have minimum charge as follows:
  - a. Non-Hazardous Liquids Less than 1500 gallons @ \$ 480.00 Load
  - b. Non-RCRA Hazardous Liquids: Less than 650 gallons @ \$ 480.00 Load
5. Disposal cost for bulk liquids based on solids less than two (2) percent. Additional solids billed at time and material rates.
6. Staff and support equipment rates based on non-prevailing wage.

KM Industrial, will offer a safe and economical method of environmental and transportation services. We ensure our compliance with all Federal, State and local regulations

Thank you for the opportunity to be of service. If you have any questions or require additional information, please call me at (562) 786-6231.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard Okuda', with a large, stylized flourish extending to the right.

Richard Okuda  
Division Manager  
KM Industrial, Inc.



## Schedule of Fees

### General Geophysical Studies

#### *Ground Penetrating Radar, Electromagnetics, Magnetics, Line Tracer*

Half Day* .....	\$1,200
Full Day* .....	\$2,150
Hourly Rate .....	\$250

(A Mob/Demob charge of \$300 applies to all projects billed on hourly rates.)

#### *Seismic Refraction, Sting Resistivity*

Half Day* .....	\$1,350
Full Day* .....	\$2,350
Hourly Rate .....	\$250

(A Mob/Demob charge of \$450 applies to all projects billed on hourly rates.)

### Borehole and Corehole Utility/Rebar Locating\*\*

#### **Per Hour Rate**

Mob/Demob* .....	\$250
Hourly Rate .....	\$200
Full Day Discount Rate .....	\$1,750

#### **Per Borehole Rate**

Mob/Demob* .....	\$250
Per Borehole Rate .....	\$75

All rates include a two-man crew.

Projects requiring air travel, overnight accommodations, and/or specialty equipment will be bid on a per project basis.

\* Includes travel time for projects within 2 hours of San Diego. Additional travel time will be assessed at a rate of \$125 per hour.

\*\* Fee will be based on either the per borehole or hourly rate, whichever is less.

# TestAmerica

THE LEADER IN ENVIRONMENTAL TESTING

## Analytical Services Quotation

POLA Blanket Pricing 2010

Ninyo & Moore  
David  
Richter

Bid Date: 10/01/2010  
Bid  
Expires: 10/1/2011

Matrix	Parameters	Method	#	TAT (days)	Unit Price	Extended Price
Soil	Met Group-CAM List	varies	1	7	\$86.00	\$86.00
Soil	Met Group-CAM-6020	varies	1	7	\$94.00	\$94.00
Soil	8015B-HC (C13-C40)	EPA 8015B	1	7	\$34.00	\$34.00
Soil	8015B-GRO(C4-C12)	EPA 8015B	1	7	\$37.00	\$37.00
Soil	8260B/5030B VOCs	EPA 8260B	1	7	\$63.00	\$63.00
Soil	8260B-A+A+2CVE only	EPA 8260B	1	7	\$43.00	\$43.00
Soil	8260B-BTEX/OXY	EPA 8260B	1	7	\$60.00	\$60.00
Soil	8270C SVOCs	EPA 8270C	1	7	\$128.00	\$128.00
Soil	8270C-1,4-Dioxane	EPA 8270C MOD	1	7	\$91.00	\$91.00
Soil	8081A - Pesticides	EPA 3545/8081A	1	7	\$74.00	\$74.00
Soil	8082 - PCBs	EPA 8082	1	7	\$51.00	\$51.00
Soil	9071B-HEM	EPA 9071B MOD.	1	7	\$29.00	\$29.00
Soil	Organic Lead (HML 939-M)	HML 939-M	1	7	\$120.00	\$120.00
Soil	Chlorate-300.1	EPA 300.1 Mod.	1	7	\$37.00	\$37.00
Soil	Acidity	SM2310B Mod.	1	7	\$11.00	\$11.00
Soil	Alkalinity-Total SM2320B	SM2320B-MOD	1	7	\$11.00	\$11.00
Soil	Carbon Dioxide SM4500-CO2 C	SM4500-CO2-C Mod.	1	7	\$14.00	\$14.00
Soil	Chloride - 300.0	EPA 300.0	1	7	\$11.00	\$11.00
Soil	Chromium VI-EPA 7196	3060A/7196A	1	7	\$14.00	\$14.00
Soil	Chromium VI-EPA 7199	3060A/7199	1	7	\$48.00	\$48.00
Soil	COD-410.4	EPA 410.4 Mod.	1	7	\$14.00	\$14.00
Soil	Conductivity-120.1	EPA 120.1 Mod.	1	7	\$7.00	\$7.00

*This material is intended only for the use of the individual(s) or entity to whom it is addressed and may contain information that is privileged and confidential. It is our policy that facsimiles are intended for and should be used for business purposes only. If you are not the intended recipient, or the employee or agent responsible for delivering this material to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this facsimile is strictly prohibited. If you have received this communication in error, please notify the sender. Thank you for your professional consideration and cooperation.*

# TestAmerica

THE LEADER IN ENVIRONMENTAL TESTING

Soil	Cyanide, (Default)	EPA 9014	1	7	\$29.00	\$29.00
Soil	Cyanide, Total-4500	SM4500CN-E	1	7	\$29.00	\$29.00
Soil	Fluoride-300.0	MOD.	1	7	\$11.00	\$11.00
Soil	Iron-Fe+2 (SM3500-Fe D)	EPA 300.0	1	7	\$20.00	\$20.00
Soil	MBAS - SM5540-C	SM 3500-Fe D	1	7	\$29.00	\$29.00
Soil	Nitrate-N, 300.0	SM5540-C MOD.	1	7	\$12.00	\$12.00
Soil	Nitrite-N, 300.0	EPA 300.0	1	7	\$12.00	\$12.00
Soil	Perchlorate 314.0- DEFAULT	EPA 300.0	1	7	\$12.00	\$12.00
Soil	pH 9040/9045	EPA 314.0 MOD.	1	7	\$57.00	\$57.00
Soil	Phenols - 420.1	EPA 9045C	1	7	\$9.00	\$9.00
Soil	Sulfate-300.0	EPA 420.1 MOD	1	7	\$20.00	\$20.00
Soil	TDS - SM2540C	EPA 300.0	1	7	\$10.00	\$10.00
Soil	STLC-Extraction-Met	SM2540C	1	7	\$11.00	\$11.00
Soil	TCLP-Extraction-Met	STLC-Met	1	7	\$34.00	\$34.00
Water	Met Group-CAM List	EPA 1311-Met	1	7	\$34.00	\$34.00
Water	Met Group-CAM-6020	varies	1	7	\$86.00	\$86.00
Water	8015B-HC (C13-C40)	varies	1	7	\$94.00	\$94.00
Water	8015B-GRO(C4-C12)	EPA 8015B	1	7	\$34.00	\$34.00
Water	8260B-A+A+2CVE only	EPA 8015B	1	7	\$37.00	\$37.00
Water	8260B/5030B VOCs	EPA 8260B	1	7	\$43.00	\$43.00
Water	8260B-BTEX/OXY	EPA 8260B	1	7	\$63.00	\$63.00
Water	8270C SVOCs	EPA 8260B	1	7	\$60.00	\$60.00
Water	8270C-NDMA	EPA 8270C	1	7	\$128.00	\$128.00
Water	8270C-1,4-Dioxane	EPA 8270C	1	7	\$91.00	\$91.00
Water	8081A - Pesticides	EPA 8270C MOD	1	7	\$91.00	\$91.00
Water	8082 - PCBs	EPA 8270C MOD	1	7	\$91.00	\$91.00
Water	1664-HEM	EPA 3510C/8081A	1	7	\$74.00	\$74.00
Water	Organic Lead (HML 939-M)	EPA 8082	1	7	\$51.00	\$51.00
Water	Chlorate-300.1	EPA 1664A	1	7	\$29.00	\$29.00
Water	Chromium VI-EPA 7199	HML 939-M	1	7	\$120.00	\$120.00
Water	Acidity	EPA 300.1	1	7	\$37.00	\$37.00
Water	Alkalinity-All forms	EPA 7199	1	7	\$48.00	\$48.00
Water	Alkalinity-Total SM2320B	SM2310B	1	7	\$11.00	\$11.00
Water	BOD - SM5210B	SM2320B	1	7	\$11.00	\$11.00
Water		SM5210B	1	7	\$17.00	\$17.00

*This material is intended only for the use of the individual(s) or entity to whom it is addressed and may contain information that is privileged and confidential. It is our policy that facsimiles are intended for and should be used for business purposes only. If you are not the intended recipient, or the employee or agent responsible for delivering this material to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this facsimile is strictly prohibited. If you have received this communication in error, please notify the sender. Thank you for your professional consideration and cooperation.*

# TestAmerica

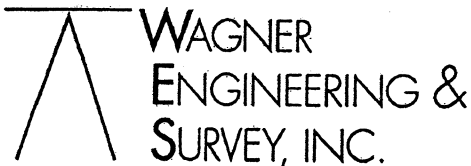
THE LEADER IN ENVIRONMENTAL TESTING

Water	Carbon Dioxide SM4500-CO2 C	SM4500-CO2 C	1	7	\$14.00	\$14.00
Water	Chloride - 300.0	EPA 300.0	1	7	\$11.00	\$11.00
Water	Chromium VI-EPA 7196	EPA 7196A	1	7	\$14.00	\$14.00
Water	COD-410.4	EPA 410.4	1	7	\$14.00	\$14.00
Water	Color	SM2120B	1	7	\$10.00	\$10.00
Water	Conductivity-120.1	EPA 120.1	1	7	\$7.00	\$7.00
Water	Cyanide, (Default)	SM4500CN-E	1	7	\$29.00	\$29.00
Water	Cyanide, Total-4500	SM4500CN-E	1	7	\$29.00	\$29.00
Water	Fluoride-300.0	EPA 300.0	1	7	\$11.00	\$11.00
Water	Iron-Fe+2 (SM3500-Fe D)	SM 3500-Fe D	1	7	\$20.00	\$20.00
Water	MBAS - SM5540-C	SM5540-C	1	7	\$29.00	\$29.00
Water	Nitrate-N, 300.0	EPA 300.0	1	7	\$12.00	\$12.00
Water	Nitrite-N, 300.0	EPA 300.0	1	7	\$12.00	\$12.00
Water	Perchlorate 314.0-DEFAULT	EPA 314.0	1	7	\$57.00	\$57.00
Water	pH 9040/9045	EPA 9040B	1	7	\$9.00	\$9.00
Water	Phenols - 420.1	EPA 420.1	1	7	\$20.00	\$20.00
Water	Sulfate-300.0	EPA 300.0	1	7	\$10.00	\$10.00
Water	Sulfide-SM4500-S C,D	SM4500-S C, D	1	7	\$17.00	\$17.00
Water	TDS - SM2540C	SM2540C	1	7	\$11.00	\$11.00
Water	TOC - SM5310B	SM5310B	1	7	\$26.00	\$26.00
Water	TSS - SM2540D	SM 2540D	1	7	\$12.00	\$12.00
Water	Turbidity-SM2130B	SM2130B	1	7	\$10.00	\$10.00
Water	STLC-Extraction-Met	STLC-Met	1	7	\$34.00	\$34.00
Water	TCLP-Extraction-Met	EPA 1311-Met	1	7	\$34.00	\$34.00

Item	Description	ItemType	Quantity	Price	Rate	ItemTotal
LineItem	No Line Items	-	0	0	0	0

**\$2,982.00**

*This material is intended only for the use of the individual(s) or entity to whom it is addressed and may contain information that is privileged and confidential. It is our policy that facsimiles are intended for and should be used for business purposes only. If you are not the intended recipient, or the employee or agent responsible for delivering this material to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this facsimile is strictly prohibited. If you have received this communication in error, please notify the sender. Thank you for your professional consideration and cooperation.*



WAGNER  
ENGINEERING &  
SURVEY, INC.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

SBE • WBE • DBE Certified

**HOURLY RATE SCHEDULE**  
*October 1, 2009 to September 31, 2010*  
*(Subject to Annual Revision)*

First 8 Hours of Any Non-Holiday Weekday

**PROFESSIONAL AND OFFICE**

Principal Engineer/Planner	\$215.00 per hour
Expert Witness	\$315.00 per hour
Senior Project Manager	\$180.00 per hour
Project Manager	\$165.00 per hour
Office Surveyor	\$130.00 per hour
Survey Technician III	\$120.00 per hour
Survey Technician II	\$100.00 per hour
Survey Technician I	\$ 80.00 per hour
Engineer/Planner III	\$130.00 per hour
Engineer/Planner II	\$120.00 per hour
Engineer/Planner I	\$100.00 per hour
CADD/Designer III	\$110.00 per hour
CADD/Designer II	\$100.00 per hour
CADD/Designer I	\$ 75.00 per hour
Research/Expeditor	\$100.00 per hour
Office Assistant	\$ 85.00 per hour
Clerical/Messenger	\$ 70.00 per hour

**FIELD SURVEY**

3-Person Party	\$315.00 per hour
2-Person Party	\$240.00 per hour
1-Person Party / Robotics	\$195.00 per hour
Field Supervisor	\$165.00 per hour

**OTHER DIRECT COSTS**

Daily Per Diem – For projects exceeding 60 miles from our office. \$100.00 per day

- Normal survey crew equipment and transportation costs are included in the above rates.
- Any time in excess of 8 hours per day or any time on a Saturday will be charged at 150% of above quoted rates.
- Any time in excess of 8 hours on a Saturday, any time on a Sunday, or any time on a Union designated holiday will be charged at 200% of above quoted rates.
- Time of survey crews will be charged from the time the crew arrives at the job site until the survey crew leaves the jobsite.
- Our normal office procedure is to limit employee time charges to a maximum of 8 hours per day. No overtime charges to a client will accrue without specific authorization from client.
- Mileage for use of non-survey vehicles will be at current federally accepted rate per mile.

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
<b>Total Labor Cost:</b>				<b>\$0.00</b>

SUBCONSULTANT:	Activity	Current Total
Name of Subconsultant	Work Performed	\$0.00
"		\$0.00
"		\$0.00
"		\$0.00
<b>Total Subconsultant Cost:</b>		<b>\$0.00</b>

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

<b>REMIT PAYMENT TO:</b> 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. \_\_\_\_\_ Contract Administrator \_\_\_\_\_  
 Consultant Name \_\_\_\_\_ Contract Title/Project \_\_\_\_\_  
 Contract Amount \_\_\_\_\_ Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
 Division \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ OBE \_\_\_\_\_ DBE \_\_\_\_\_  
 Group \_\_\_\_\_

Consultant Amount Committed to-date	\$	0.00%	\$	0.00%	\$	0.00%	\$	0.00%
Consultant Amount Invoiced to-date	\$	0.00%	\$	0.00%	\$	0.00%	\$	0.00%

Subcontractant Name	Type of Work Performed	PD#	Group (MBE/WBE/OBE/SBE/DBE)	PROPOSED		ACTUALS	
				Committed Amount	Committed Percent	Amount Invoiced to Date	Percent Invoiced 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%
<b>TOTALS</b>				\$0.00	#DIV/0!	\$0.00	0.00%

Group = MBE/WBE/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](http://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 includes all material information necessary to identify and explain the operations of

Ninyo & Moore Geotechnical and Environmental Sciences Consultants

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 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

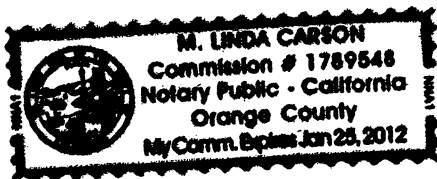
- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Enterprise Administration in Title 13, Code of Federal Regulations, Part 121.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 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 *R. Scott Kurtz* Title Director, Environmental Sciences  
Printed Name R. Scott Kurtz, REA Date Signed October 7, 2010

## NOTARY

On this 7th day of October, 2010, before me appeared  
R. Scott Kurtz to me personally known, who being duly sworn, did execute the  
Name  
foregoing affidavit, and did state that he/she was properly authorized by Ninyo + Moore  
Name of Firm  
to execute the affidavit and did so act and deed.

SEAL



Notary Public *M. Linda Carson*

Commission Expires 1-23-2012

Contractor Description Form

PRIME CONTRACTOR

Contract #: \_\_\_\_\_ Award Date: \_\_\_\_\_ Contract Term: \_\_\_\_\_
Contract Title: POLA Environmental Site Assessment and Restoration Services
Business Name: Ninyo & Moore Award Total: \$
Owner's Ethnicity: Hispanic Gender M Group: SBE MBE WBE OBE (Please circle all that apply)
Address: 475 Goddard, Suite 200
City/State/Zip: Irvine, California 92618
Telephone: (949) 753-7070 FAX: (949) 753-7071
Contact Person: Scott Kurtz

SUBCONTRACTOR

Business Name: ABC Liovin Drilling Award Total: \$ 20%
Services to be provided: Drilling / Well Services
Owner's Ethnicity: \_\_\_\_\_ Gender M Group: SBE MBE DBE OBE (Please circle all that apply)
Address: 1180 East Burnett Street
City/State/Zip: Signal Hill, CA 90755
Telephone: (562) 981-8575 FAX: (562) 981-9594
Contact Person: Ivan Liovin

SUBCONTRACTOR

Business Name: Advanced Technology Laboratories Award Total: \$ 20%
Services to be provided: Analytical Testing
Owner's Ethnicity: Hispanic Gender M Group: SBE MBE DBE OBE (Please circle all that apply)
Address: 3275 Walnut Avenue
City/State/Zip: Signal Hill, CA 90755
Telephone: (562) 989-4045 ext. 245 FAX: (562) 989-6348
Contact Person: Edgar Caballero

SUBCONTRACTOR

Business Name: American Integrated Services Award Total: \$ 20%
Services to be provided: Waste Management Services
Owner's Ethnicity: Hispanic Gender M Group: SBE MBE DBE OBE (Please circle all that apply)
Address: 1502 East Opp Street
City/State/Zip: Wilmington, CA 90744
Telephone: (310) 522-1168 FAX: (310) 522-1182
Contact Person: Jennifer Sherman

**SUBCONTRACTOR**

Business Name: Calscience Environmental Labs Award Total: \$ 1%  
Services to be provided: Analytical Testing  
Asian  
Owner's Ethnicity: Pacific Gender M Group: SBE  MBE  WBE  OBE (Please circle all that apply)  
Address: 7440 Lincoln Way  
City/State/Zip: Garden Grove, CA 92841  
Telephone: (714) 895-5494 FAX: (714) 894-7501  
Contact Person: Bob Stearns

**SUBCONTRACTOR**

Business Name: Cascade Drilling Award Total: \$ 1%  
Services to be provided: Environmental Drilling  
Owner's Ethnicity: \_\_\_\_\_ Gender M Group:  SBE  MBE  WBE  OBE (Please circle all that apply)  
Address: 555 S. Harbor Boulevard  
City/State/Zip: La Habra, California 90631  
Telephone: (562) 929-8176 FAX: (562) 863-9534  
Contact Person: Dean Coblisch

**SUBCONTRACTOR**

Business Name: Core Probe International, Inc. Award Total: \$ 20%  
Services to be provided: Direct Push Services  
Owner's Ethnicity: Hispanic Gender M Group:  SBE  MBE  DBE  OBE (Please circle all that apply)  
Address: 5075 Walnut Grove Avenue  
City/State/Zip: San Gabriel, California 91776  
Telephone: (626) 309-9932 FAX: (626) 309-9978  
Contact Person: Stewart Graham

**SUBCONTRACTOR**

Business Name: Engineering & Environmental Const. Award Total: \$ 1%  
Services to be provided: Environmental Laboratory Testing Services  
Owner's Ethnicity: \_\_\_\_\_ Gender M Group:  SBE  MBE  WBE  OBE (Please circle all that apply)  
Address: 5318 East 2nd Street, Suite 398  
City/State/Zip: Long Beach, California 90803-5354  
Telephone: (714) 849-3342 FAX: (714) 849-6885  
Contact Person: James Harding

**SUBCONTRACTOR**

Business Name: Enviro-Tox Services, Inc. Award Total: \$ 1%  
Services to be provided: Toxicology Services  
Owner's Ethnicity: Hispanic Gender M Group:  SBE  DBE  MBE  OBE (Please circle all that apply)  
Address: 20 Corporate Park, Suite 200  
City/State/Zip: Irvine, California 92606  
Telephone: (949) 387-0700 FAX: (949) 387-0900  
Contact Person: Heriberto Robles

**SUBCONTRACTOR**

Business Name: Innovative Construction Solutions Award Total: \$ 1%  
Services to be provided: Remedial Construction  
Owner's Ethnicity: \_\_\_\_\_ Gender M Group: SBE DBE MBE OBE (Please circle all that apply)  
Address: 4011 West Chandler Avenue  
City/State/Zip: Santa Ana, California 92704  
Telephone: (714) 893-6366 FAX: (714) 893-5122  
Contact Person: Hirad Emadi

**SUBCONTRACTOR**

Business Name: Jet Drilling Award Total: \$ 1%  
Services to be provided: Drilling / Well Services  
Owner's Ethnicity: Hispanic Gender M Group: SBE WBE MBE OBE (Please circle all that apply)  
Address: 2656 Saint Louis Avenue  
City/State/Zip: Signal Hill, California 90755  
Telephone: (562) 988-2849 FAX: (562) 988-2859  
Contact Person: William Hinton

**SUBCONTRACTOR**

Business Name: Jones Environmental Award Total: \$ 1%  
Services to be provided: Mobile Laboratory  
Owner's Ethnicity: \_\_\_\_\_ Gender M Group: SBE WBE MBE OBE (Please circle all that apply)  
Address: 320 East Las Palmas Drive  
City/State/Zip: Fullerton, California 92835  
Telephone: (714) 449-9937 FAX: (714) 449-9685  
Contact Person: Karen Prame

**SUBCONTRACTOR**

Business Name: KM Industrial Award Total: \$ 2%  
Services to be provided: Waste Management  
Owner's Ethnicity: \_\_\_\_\_ Gender M Group: SBE MBE WBE OBE (Please circle all that apply)  
Address: 1411 W. Gaylord Street  
City/State/Zip: Long Beach, California 90813  
Telephone: (562) 786-6200 FAX: (562) 786-6299  
Contact Person: Richard Okuda

**SUBCONTRACTOR**

Business Name: Southwest Geophysics, Inc. Award Total: \$ 2%  
Services to be provided: Geophysical Services  
Owner's Ethnicity: \_\_\_\_\_ Gender M Group: SBE MBE WBE DVBE OBE (Please circle all that apply)  
Address: 7438 Trade Street  
City/State/Zip: San Diego, California 92121  
Telephone: (858) 527-0849 FAX: (858) 527-0851  
Contact Person: Hans van de Vrugt

**SUBCONTRACTOR**

Business Name: Test America Award Total: \$ 2%  
Services to be provided: Environmental Laboratory  
Owner's Ethnicity: \_\_\_\_\_ Gender M Group: SBE MBE WBE (OBE) (Please circle all that apply)  
Address: 17461 Derian Avenue, Suite 100  
City/State/Zip: Irvine, California 92614  
Telephone: (949) 337-0323 FAX: (949) 260-3299  
Contact Person: Dennis Dorning

**SUBCONTRACTOR**

Business Name: The Bodhi Group Award Total: \$ 2%  
Services to be provided: Port Engineering  
Owner's Ethnicity: \_\_\_\_\_ Gender M Group: (SBE) MBE WBE (DVBE) (OBE) (Please circle all that apply)  
Address: 10911 Sabre Hills Drive, Suite 358  
City/State/Zip: San Diego, California 92128  
Telephone: (858) 513-1469 FAX: (858) 513-1609  
Contact Person: Sree Gopinath

**SUBCONTRACTOR**

Business Name: Wagner Engineering & Survey, Inc. Award Total: \$ 1%  
Services to be provided: Land Surveys and Mapping Services  
Owner's Ethnicity: \_\_\_\_\_ Gender F Group: (SBE) (DBE) (WBE) (OBE) (Please circle all that apply)  
Address: 16933 Parthenia Street, Suite 100  
City/State/Zip: Northridge, California 91343  
Telephone: (818) 892-6565 FAX: (818) 892-6611  
Contact Person: Stephanie A. Wagner

## 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.