

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>IWM05018</b>
REGISTRATION NUMBER <b>391004101116234</b>

- This Agreement is entered into between the State Agency and the Contractor named below:  

STATE AGENCY'S NAME California Integrated Waste Management Board
CONTRACTOR'S NAME <b>Stearns, Conrad, And Schmidt, Consulting Engineers, Inc. (SCS Engineers)</b>
- The term of this Agreement is: April 1, 2006 through May 15, 2008 or upon final approval signature.
- The maximum amount of this Agreement is: \$2,000,000.00 (two million dollars and no cents)
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 page(s)
Exhibit B – Budget Detail and Payment Provisions B2-B8: Subcontractor Rate Sheets	10 page(s)
Exhibit C* – General Terms and Conditions	GTC 306 (03/23/06)
Exhibit D – Special Terms and Conditions Attachment A – Contractor Certification Clauses CCC-1005 Attachment B – Recycled Content Certification	7 page(s) 4 page(s) 2 page(s)
Request for Qualifications, Addendum 1	By reference
Contractor's Statement of Qualifications	By reference

Items shown with an Asterisk (\* or \*\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 \*These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>Stearns, Conrad, And Schmidt, Consulting Engineers, Inc. (SCS Engineers)</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>4-4-06</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING Patrick Sullivan, Vice President		
ADDRESS 3050 Fite Circle, Suite 106 Sacramento, CA 95827		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Integrated Waste Management Board		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>4/11/06</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark Leary, Executive Director		
ADDRESS 1001 I Street, Sacramento, CA 95814		

Exempt per:  
 PRC 48024

## **EXHIBIT A**

### **SCOPE OF WORK**

1. The Contractor agrees to provide the California Integrated Waste Management Board (CIWMB), with engineering services as described herein.
2. The project coordinators during the term of this agreement will be:

CIWMB

Name: Mustafe Botan  
Phone: 916.341.6367  
Email: mbotan@ciwmb.ca.gov

SCS Engineers

Name: Patrick Sullivan  
Phone: 916.361.1297  
Email: psullivan@scsengineering.com

3. Statement of Work

#### **I. INTRODUCTION/OBJECTIVES**

Pursuant to Public Resources Code Section 48020 et seq., the California Integrated Waste Management Board's (CIWMB) Solid Waste Disposal and Codisposal Site Cleanup Program (Program) is authorized to remediate threats to public health and safety or the environment at solid waste disposal and codisposal sites where the responsible parties either cannot be identified or are unable or unwilling to pay for timely remediation. In administering the Program, the CIWMB is authorized to expend funds directly for cleanups. The objective of this contract is to support the Program in performing timely remediation work at solid waste disposal and codisposal sites throughout California by providing engineering services.

#### **II. WORK TO BE PERFORMED**

This contract will provide engineering services to investigate potential remediation sites and to develop necessary documents for CIWMB-managed contractors to remediate CIWMB-approved sites. Site investigations and remediation scopes of work are developed for sites throughout California. The resultant Site Investigation Report/Scope of Work (SIR/SOW) for sites considered under the Program are included with Work Orders to the CIWMB's environmental services contractors to assist in preparation of remediation Work Plans. This contract provides engineering services required to support the Program. The Consultant may assist CIWMB staff in all phases of the site investigation and scope of work development.

Based on previous consultant contracts, as many as five different sites may be under investigation at any one time. The level of investigation may vary significantly, but sampling and testing, design, coordination with local agencies, and other activities listed below are expected to be required for multiple sites at the same time. Concurrent construction management of two or three remediation projects may also be required.

The variety of types of work that may be done under this contract, the manpower requirements and the geographic extent of the Program may require occasional staffing level beyond the capabilities of a single firm. Joint ventures or use of qualified subconsultants will be allowed to fulfill requirements of this contract. Although the types of work listed below have been used with previous contracts, the

level of assistance has varied greatly. Often assistance was limited to a few types of work at a site, while in other situations many types of work were required.

All consultant field staff shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPR) in accordance with Title 29, Code of Federal Regulations (29 CFR), Section 1910.120 and Title 8, California Code of Regulations (8 CCR), Section 5192 and have appropriate experience to adequately perform the tasks outlined below.

Types of anticipated work include, but are not limited to:

1. Site surveys, including topographic, aerial, and boundary surveys.
2. Title and deed searches for determining property ownership. Review and research site history and operation with employees of the CIWMB and local, state, and federal agencies to determine potential responsible parties (RP).
3. Grading of sites from 0.5 to 30 plus acres. Sites have terrain ranging from essentially flat to containing 1.5:1 slopes.
4. Excavation and embankment evaluation, design, quantity calculations and construction testing and inspection.
5. Site drainage including swales, ditches, underground pipe systems, and sedimentation and retention basins.
6. Erosion control systems and planting/vegetation to reduce erosion.
7. Geotechnical investigations; sampling, analyzing, and material classification.
8. Field characterization of waste, sampling and analysis of waste materials.
9. Hazardous material classification, handling, packaging, hauling, and disposal, including emergency response and assessment of spills and unknown wastes at remediation sites and performing radiological support and disposal.
10. Preparation of site-specific remediation plans and specifications.
11. Obtain permits from various local, county, state, and federal regulatory agencies to for site remediation.
12. Construction quality assurance testing and monitoring, including daily field reports and quality assurance test results. During construction, the Consultant may be required to provide full time construction quality assurance services.
13. Construction management, including daily work logs and Construction Completion Reports and field checking of lines and grades. During construction, the Consultant may be required to provide full time construction management services.

14. Preparing community education and outreach programs and/or assist with public events to support the Program.
15. General assistance for presentations, work planning, meetings, etc.
16. The Consultant must have resources available to respond to emergency situations at sites within a twenty-four (24) hour period following CIWMB notification. All Emergency Response personnel shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPR) in accordance with Title 29, Code of Federal Regulations (29 CFR), Section 1910.120 and Title 8, California Code of Regulations (8 CCR), Section 5192.

### **III. TASKS IDENTIFIED**

All work under this Agreement will be performed through Work Orders issued to the Consultant. When Program staff determines the need for engineering services under this Agreement, a Work Order will be issued. The Work Order will detail specific tasks or activities to be completed, provide a schedule for completion, and give a maximum cost for accomplishing the work. Work Order cost will be determined after discussions between the Consultant and Program staff and the preparation of a cost estimate by the Consultant.

The Consultant shall not perform or undertake any work that is not indicated or addressed in the Work Order. The Consultant shall immediately notify Program staff of any condition or event that may interfere with completion of the work, or which may require a modification in the Work Order. Program staff will, in a reasonable time, provide written direction to the Consultant clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, or changes and additions not authorized in writing by Program staff, will not be considered for compensation.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. INVOICING AND PAYMENT:

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.
- B. Itemized invoices shall be submitted in triplicate, with two sets of supporting documentation (i.e., receipts, timesheets, etc), not more frequently than monthly in arrears to:

California Integrated Waste Management Board  
Financial Assistance Branch  
1001 "T" Street  
P.O. Box 4025, MS-10  
Sacramento, CA 95812-4025

C. Each invoice submitted to the CIWMB must include the following information:

- Invoice Number
- Contract Number
- Description of Rendered Activities/Services
- Submitting Contractor's Address
- Invoice Period

2. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

4. TAXES: The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.

5. COST BREAKDOWN:

- 1.01 Labor - The consultant will be reimbursed for hours worked at the hourly billing rates specified. The specified hourly rates shall remain fixed until March 31, 2008. After March 2008, new rates will be negotiated with the consultant.

Unless otherwise specified in the Task Order or directed by the Contract Manager, the normal workweek shall consist of 40 hours. Overtime may be required. However, overtime shall be worked only when directed in writing by the Contract Manager or specifically required by the Task Order, and will only be paid to persons covered by the Fair Labor Standards Act.

- 1.02 Field and Laboratory Testing - Required laboratory testing shall be considered a subcontract and allowed a maximum markup of seven percent (7%).
- 1.03 Clerical and Administrative Support - The Consultant will not be compensated for non-project related clerical and administrative support. Charges not reimbursable include such items as invoice preparation, project accounting, billing, photocopying invoices and billing information, and administrative overhead. Overhead costs shall be included in the agreed hourly rates for the listed personnel in the fee schedule.
- 1.04 Equipment - Consultant shall provide all necessary tools, instruments and safety equipment required to perform the work identified in each Work Order accurately, efficiently, and safely.

Only equipment purchases authorized in a Work Order will be reimbursable. For non-expendable equipment with a cost exceeding \$500, the Consultant shall provide an evaluation of the necessity or desirability of incurring such costs and three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

The Consultant shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this contract. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of \$500 or more. In addition, theft-sensitive items of equipment costing less than \$500 shall be inventoried. A copy of the inventory record must be submitted to the State upon request.

At the conclusion of the contract or if the contract is terminated, the Consultant may either keep the equipment and credit the State in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established State procedures, and credit the State in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined, at the Consultant's expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the State and Consultant. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the State.

- 1.05 Travel Expenses - Reimbursement for transportation and subsistence costs shall not exceed the rates to be paid non-represented/excluded State employees under current State Department of

Personnel Administration rules. Other travel expenses including but not limited to lodging, airfare, rental cars, fuel, and parking will be reimbursed at cost verified by bills or printed receipts. The State will only reimburse the cost of mid-size/economy rental cars. The use of rented four-wheel drive vehicles and/or trucks will only be allowed if pre-authorized in the Work Order. First Class or Business Class air travel is not allowed. The method of travel shall be the least costly to the State.

- 1.06 Subcontractors - The Board will reimburse the Consultant for subcontractor services at the same negotiated rates and terms detailed in Exhibit B, pages 1-10 of this Agreement. Consultant will be allowed a maximum of seven percent (7%) markup of approved subcontractor fees.

The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the Contract Manager, except that which is expressly identified in the Consultant's Statement of Qualifications.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the CIWMB and any Subcontractors, and no Subcontract shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant's obligation to pay its Subcontractors is an independent obligation from the CIWMB's obligation to make payments to the Consultant. As a result, the CIWMB shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor. Fee schedules for the Subcontractors will be reimbursed as detailed in Exhibit B, pages 1-10 of this Agreement.

Fee schedules for the following subcontractors are attached as the indicated tables:

The Twining Laboratories, Inc. ....	Table B2
Gregg Drilling and Testing, Inc. ....	Table B3
Hushmand Associates, Inc. ....	Table B4
Diaz Yourman and Associates. ....	Table B5
Lee and Ro, Inc. ....	Table B6
I.K. Curtis Services, Inc. ....	Table B7
Global Environmental Network, Inc. ....	Table B8

Any substitution of subcontractors must be approved in writing by the Contract Manager in advance of assigning work to a substitute subcontractor.

- 1.07 Other Services and Materials - The Board will reimburse the Consultant for other services, if authorized in the Work Order. Examples of other services include: obtaining permits; aerial photographic surveys; outside rental equipments; and other such costs determined reimbursable by Board Staff. A maximum markup of seven percent (7%) will be allowed for these services and materials.
- 1.08 Non-Compensable Services - Examples of non-reimbursable expenses are direct or indirect overhead incidental to providing the contracted services and cost of business and professional licenses and permits. The associated costs for reproduction, office support, supervision, office fax and telephone charges, pagers, invoice/billing preparation, miscellaneous incidentals and supplies will be deemed to be included in the in the indirect cost rate.

- 1.09 Progress payments will be made no more frequently than monthly in arrears based on services provided and actual costs incurred.
- 1.10 The Consultant shall not commence performance of work or services until this contract has been approved by the State and notification to proceed has been issued by the Contract Manager. No payment will be made prior to approval nor for any work performed prior to approval of this contract.
- 1.11 A Work Order is of no force or effect until returned to the Contract Manager and signed by an authorized representative of the State. No expenditures are authorized on a project and work shall not commence until a Work Order for that project has been executed by the State.
- 1.12 The total amount payable by the State for an individual Work Order shall not exceed the amount agreed to in the Work Order. Work Order provisions require written approval by the Consultant and the State. The total amount payable by the State, for all Work Orders resulting from this contract, shall not exceed the maximum amount of this Agreement. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this contract through Work Orders.
- 1.13 Written approval is required for any substitutions or alterations to Consultant's originally proposed staff and project organization, as depicted on Consultant's Organization Chart contained within the Consultant's Statement of Qualifications, which is incorporated by reference.

The Consultant may petition the Contract Manager to add or remove Consultant personnel or subcontractors at any time during the life of this Agreement by providing the following information to the Contract Manager in writing:

- A. A transmittal letter stating the reasons why the modification to the Consultant's team is necessary, including a statement as to whether and how such a substitution may affect the Consultant's ability to achieve the goals of this Agreement.
- B. If adding a new individual within the Consultant's firm a resume in the format prescribed in the Consultant's original Statement of Qualifications.
- C. An amended Cost Proposal including all new staff for the prime Consultant, in the format prescribed in the Consultant's original Cost Proposal.
- D. A revised organizational chart for the Consultant's team depicting all subconsultants and key staff.

**SCS ENGINEERS FEE SCHEDULE  
APRIL 1, 2006 THROUGH MARCH 31, 2007**

	<u>Rate/Hour</u>
Principal.....	\$210
Project Director.....	180
Senior Technical Manager.....	160
Regional Field Manager.....	135
Certified Industrial Hygienist.....	135
Project Manager.....	135
Senior Professional.....	125
Field Project Manager.....	125
Project Professional.....	105
Senior Superintendent (non-exempt).....	90
Staff Professional.....	85
Project Administrator.....	80
Superintendent (non-exempt).....	78
Senior Engineering Technician.....	70
Designer/Drafter.....	65
Senior Technician/Equipment Operator (non-exempt).....	57
Administrative/Secretarial.....	60
Foreman (non-exempt).....	60
Fusion Technician (non-exempt).....	50
Technician (non-exempt).....	44
Laborer (non-exempt).....	38

1. Scheduled rates are effective from April 1, 2006 though March 31, 2007 and are specific to CIWMB Contract No. IWM-05018. Work performed thereafter, or outside this contract, is subject to a new Fee Schedule.
2. Scheduled labor rates include overhead, administration, and profit. Costs for outside consultants and subcontractors are billed at actual cost plus a 7% percent administrative fee. Overtime (outside of the standard 8-hour day, 40-hour work week) hours for non-exempt personnel will be billed at 1.5 times the standard fee schedule rate.
3. Charges for field equipment and instruments will be in accordance with SCS's Field Equipment Rental Rates Schedule (Attached) performed plus a 7% administrative fee. Company trucks are charged at \$50 for up to a half day (4 hours) of use, and \$100 for up to a full day (company cars at \$40/\$80). These charges incorporate an allowance of 150 miles per job per day; a \$0.15 per mile surcharge is applied for additional miles. Vehicle charges for long-term and/or high-mileage projects may be negotiated on a case-by-case basis.
4. The rates presented herein for non-exempt employees are based on non-union, non-prevailing wage scales.
5. For special situations such as expert court testimony, hourly rates will be on an individually negotiated basis.
6. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Standard Fee Schedule for Equipment and Analysis and will not be subject to administrative mark-up.

**STANDARD FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS  
APRIL 1, 2006 THROUGH MARCH 31, 2007**

GEM 500 Gas Analyzer.....	\$ 115/day
GEM 2000 Gas Analyzer.....	\$ 170/day
SEM 500 Emissions Monitor.....	\$ 180/day
Q Rae Gas Analyzer O <sub>2</sub> /H <sub>2</sub> S/CO/Combustibles.....	\$ 50/day
Micro Max Gas Analyzer O <sub>2</sub> /H <sub>2</sub> S/CO/Combustibles.....	\$ 50/day
Gas-Tech Tritector Gas Analyzer O <sub>2</sub> /H <sub>2</sub> S/Combustibles.....	\$ 45/day
Magnehelic Pressure Set.....	\$ 20/day
Kurz Air Velocity Meter.....	\$ 35/day
Digital Readout Thermocouple.....	\$ 25/day
Gastech Detector Tubes/Pump .....	\$ 15/each
Metal Bellows Vacuum Pump .....	\$ 35/day
Bar punch.....	\$ 10/day
Fisher M95 Metal Detector.....	\$ 30/day
Dewatering Pump (Trash Pump) .....	\$ 45/day
TVA Flame Ionization Detector	
-Daily Rate.....	\$110/day
-Weekly Rate .....	\$500/week
-Monthly Rate.....	\$1400/month
MiniRae 2000PID	
-Daily Rate.....	\$100/day
-Weekly Rate .....	\$400/week
-Monthly Rate.....	\$1200/month
Air Sampling Station	
-Daily Rate.....	\$ 40/day
-Weekly Rate .....	\$175/week
Transit	
-Daily Rate.....	\$ 15/day
-Weekly Rate .....	\$ 75/week
-Monthly Rate.....	\$250/month
Level	
-Daily Rate.....	\$ 15/day
-Weekly Rate .....	\$ 65/week
-Monthly Rate.....	\$195/month
Pipe Laser	
- Daily Rate.....	\$ 50/day
- Weekly Rate .....	\$220/week
- Monthly Rate.....	\$650/month
Water Trailer.....	\$ 75/day
PAS 3000 Air Sampling Pump .....	\$ 25/day
Non-Contaminating Air Sampling Pump .....	\$ 25/day
Fyrite Carbon Dioxide Indicator.....	\$ 15/day
Interface Probe.....	\$ 50/day
Submersible Pump.....	\$ 50/day
Water Level Indicator.....	\$ 25/day

Teflon Well Bailer .....	\$ 10/day
Minuteman Drill Rig (excluding operator).....	\$60/hour
Vacuum Box/Carbon Cannister & Blower.....	\$ 25/day
Tool Truck .....	\$100/day
No. 28 P.E. Fusion Machine (2"-8").....	\$150/day
No. 14 P.E. Fusion Machine (1"-4").....	\$ 80/day
412 P.E. Fusion Machine (4"-12").....	\$250/day
618 P.E. Fusion Machine and Tool Truck.....	\$350/day
Trackstar 500 Fusion Machine.....	\$375/day
Sidewinder P.E. Fusion Machine.....	\$100/day
Air Compressor.....	\$ 60/day
Arc Welder.....	\$ 75/day
Generator (5000 Watt).....	\$ 60/day
Generator (3500 Watt).....	\$ 45/day
Isolation Pinch Off Tools.....	\$ 60/day
Leister Extrusion Welding Gun.....	\$ 120/day
Plate Compactor.....	\$ 75/day
Safety Equipment	
-Tyvek Suit - each.....	\$ 15/ea
-Polyethylene suit - each.....	\$ 20/ea
-Nitrile gloves - per pair .....	\$ 15/ea
-PVC Gloves - per pair .....	\$ 15/ea
-Rubber booties - per pair .....	\$ 15/ea
-Organic Vapor Cartridges - per pair.....	\$ 20/ea
-Organic Vapor/Acid Cartridges - per pair.....	\$ 25/ea
-Cartridges pre-filters - per pair.....	\$ 15/ea
-Full face respirator - each.....	\$ 25/day
-Half face respirator - each .....	\$ 20/day
-Ventilator/manhole blowers .....	\$ 25/day
-Parachute harness .....	\$ 10/day
-Tripod .....	\$ 35/day
-SCBA.....	\$ 35/day

1. Rates are in effect for the duration of CIWMB Contract No. IWM05018. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client and will not be subject to administrative mark-up.
3. Outside rental equipment and materials, are billed at cost plus 7 percent.
4. The cost of equipment owned by SCS Engineers will not be subject to administrative mark-up.

**SCS ENGINEERS FEE SCHEDULE  
APRIL 1, 2007 THROUGH MARCH 31, 2008**

	<u>Rate/Hour</u>
Principal.....	\$215
Project Director.....	185
Senior Technical Manager.....	165
Regional Field Manager.....	140
Certified Industrial Hygienist.....	140
Project Manager.....	140
Senior Professional.....	130
Field Project Manager.....	130
Project Professional.....	110
Senior Superintendent (non-exempt).....	95
Staff Professional.....	90
Project Administrator.....	84
Superintendent (non-exempt).....	80
Senior Engineering Technician.....	74
Designer/Drafter.....	70
Senior Technician/Equipment Operator (non-exempt).....	60
Administrative/Secretarial.....	63
Foreman (non-exempt).....	63
Fusion Technician (non-exempt).....	53
Technician (non-exempt).....	46
Laborer (non-exempt).....	40

1. Scheduled rates are effective from April 1, 2007 through March 31, 2008 and are specific to CIWMB Contract No. IWM-05018. Work performed thereafter, or outside this contract, is subject to a new Fee Schedule.
2. Scheduled labor rates include overhead, administration, and profit. Costs for outside consultants and subcontractors are billed at actual cost plus a 7% percent administrative fee. Overtime (outside of the standard 8-hour day, 40-hour work week) hours for non-exempt personnel will be billed at 1.5 times the standard fee schedule rate.
3. Charges for field equipment and instruments will be in accordance with SCS's Field Equipment Rental Rates Schedule (Attached) plus a 7% administrative fee. Company trucks are charged at \$50 for up to a half day (4 hours) of use, and \$100 for up to a full day (company cars at \$40/\$80). These charges incorporate an allowance of 150 miles per job per day; a \$0.15 per mile surcharge is applied for additional miles. Vehicle charges for long-term and/or high-mileage projects may be negotiated on a case-by-case basis.
4. The rates presented herein for non-exempt employees are based on non-union, non-prevailing wage scales.
5. For special situations such as expert court testimony, hourly rates will be on an individually negotiated basis.
6. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Standard Fee Schedule for Equipment and Analysis and will not be subject to administrative mark-up.

**SCS ENGINEERS**  
**STANDARD FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS**  
**(CIWMB Contract No. IWM-05018)**  
**APRIL 1, 2007 THROUGH MARCH 31, 2008**

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Bar punch.....	\$ 10/day
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-Monthly Rate.....	\$250/month
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-Monthly Rate.....	\$195/month
Pipe Laser	
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- Weekly Rate .....	\$220/week
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Fyrite Carbon Dioxide Indicator.....	\$ 15/day
Interface Probe.....	\$ 50/day
Submersible Pump.....	\$ 50/day
Water Level Indicator.....	\$ 25/day
Teflon Well Bailer.....	\$ 10/day

Minuteman Drill Rig (excluding operator).....	\$60/hour
Vacuum Box/Carbon Cannister & Blower.....	\$ 25/day
Tool Truck.....	\$100/day
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No. 14 P.E. Fusion Machine (1"-4").....	\$ 80/day
412 P.E. Fusion Machine (4"-12").....	\$250/day
618 P.E. Fusion Machine and Tool Truck.....	\$350/day
Trackstar 500 Fusion Machine.....	\$375/day
Sidewinder P.E. Fusion Machine.....	\$100/day
Air Compressor.....	\$ 60/day
Arc Welder.....	\$ 75/day
Generator (5000 Watt).....	\$ 60/day
Generator (3500 Watt).....	\$ 45/day
Isolation Pinch Off Tools.....	\$ 60/day
Leister Extrusion Welding Gun.....	\$ 120/day
Plate Compactor.....	\$ 75/day
<b>Safety Equipment</b>	
-Tyvek Suit - each.....	\$ 15/ea
-Polyethylene suit - each.....	\$ 20/ea
-Nitrile gloves - per pair.....	\$ 15/ea
-PVC Gloves - per pair.....	\$ 15/ea
-Rubber booties - per pair.....	\$ 15/ea
-Organic Vapor Cartridges - per pair.....	\$ 20/ea
-Organic Vapor/Acid Cartridges - per pair.....	\$ 25/ea
-Cartridges pre-filters - per pair.....	\$ 15/ea
-Full face respirator - each.....	\$ 25/day
-Half face respirator - each.....	\$ 20/day
-Ventilator/manhole blowers.....	\$ 25/day
-Parachute harness.....	\$ 10/day
-Tripod.....	\$ 35/day
-SCBA.....	\$ 35/day

1. Rates are in effect for the duration of CIWMB Contract No. IWM05018. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client and will not be subject to administrative mark-up.
5. Outside rental equipment and materials, are billed at cost plus 7 percent.
6. The cost of equipment owned by SCS Engineers will not be subject to administrative mark-up.

**STATE OF CALIFORNIA – INTEGRATED WASTE MANAGEMENT BOARD**

**CONTRACT NO. IWM-05018**

**TABLE B2**

**THE TWINING LABORATORIES, INC**

**RATE SCHEDULE**

THE TWINING LABORATORIES, INC.  
2006 Fee Schedule (Non PW)

THE TWINING LABORATORIES, INC.  
2006 FEE SCHEDULE (Non Prevailing Wage)

Prepared By:

The Twining Laboratories, Inc.  
2527 Fresno Street  
Fresno, California 93721

January 1, 2006

THE TWINING LABORATORIES, INC.  
2006 Fee Schedule (Non PW)

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THE TWINING LABORATORIES, INC.  
2006 Fee Schedule (Non PW)

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CONSTRUCTION INSPECTION/MATERIALS TESTING

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STEEL TESTING DEPARTMENT

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## **INTRODUCTION**

The Twining Laboratories, Inc., founded in 1898, has continually provided professional consulting and analytical services to California for the past 106-years. Our firm provides professional services in Geotechnical Engineering, Environmental Services, Construction Inspection/Materials Testing, Sampling Services, and Analytical Chemistry.

Offices are maintained in Corona, Bakersfield, Modesto, Monterey, Sacramento and Fresno, California; with the Fresno office being our Corporate Headquarters. Although all offices operate independently, the firm's overall resources are available to each. Our professional staff consists of registered geotechnical engineers, registered civil engineers, registered geologists, registered environmental assessors, chemists, certified field and laboratory technicians, and support personnel.

Twining's reputation for service and integrity is known by individuals involved in all aspects of industry throughout California. We take pride in providing our clients with consistently reliable and cost-effective services.

THE TWINING LABORATORIES, INC.  
2006 Fee Schedule (Non PW)

OFFICE LOCATIONS

Fresno (Corporate Headquarters)	2527 Fresno Street Fresno, California 93721 Phone: (559) 268-7021 Fax: (559) 268-7126
Chemistry Division Fax:	Fax: (559) 268-0740
Modesto	5253 Jerusalem Court, Suite E Modesto, California 95356 Phone: (209) 342-2061 Fax: (209) 579-1480
Corona:	840 East Parkridge Avenue, Suite 104 Corona, California 92879 Phone: (951) 898-8932 Fax: (951) 898-8974
Monterey	501 Ortiz Avenue Sand City, California 93955 Phone: (831) 392-1056 Fax: (831) 392-1059
Bakersfield	3651 Pegasus Drive, Suite 117 Bakersfield, California 93308 Phone: (661) 393-5088 Fax: (661) 393-4643
Sacramento	5675 Power Inn Road, Suite C Sacramento, CA 95824 Phone: (916) 381-9477 Fax: (916) 381-9478

THE TWINING LABORATORIES, INC.  
2006 Fee Schedule (Non PW)

**BASIS OF FEES**

- 1 Prices reflected within this fee schedule are for geotechnical, environmental, construction inspection/materials testing, and drilling services provided by The Twining Laboratories, Inc. Analytical Chemistry fees are exhibited separately in The Twining Laboratories, Inc.'s 2006 Analytical Chemistry Fee Schedule.
- 2 The prices listed herein are typical of engineering, environmental, inspection & testing and drilling services most frequently provided by The Twining Laboratories, Inc. Prices for other services and special quotations will be given upon request. Special consideration is given to projects involving protracted periods or volume testing. All prices are subject to change without notice.
- 3 A minimum of 2 hours per day will be charged for all field services. Field services over 4 hours will be charged at 2 hour increments thereafter. A cancellation charge of 2 hours at the Operating Rate will be billed in the event the Client fails to notify our office of a cancellation by 10:00 a.m. on the prior workday.
- 4 Time Schedule: Basis of sampling, observation, drilling, travel and other fees:  
  
Rate of Charges Period  

Regular Time	Monday through Friday - 8 hours from 8:00 a.m. to 5:00 p.m.
Time and One-half	Monday through Friday - after continuous 8 hours and Saturdays.
Double Time	Work performed beyond 12 hours, Sundays and Holidays.

  
Shift Differential  

Second (Swing) Shift	Regular hourly rate plus 10% for first 8 hours worked, time in excess of 8 hours will be charged at overtime rate.
Third (Graveyard) Shift	Regular hourly rate plus 15% for first 8 hours worked, time in excess of 8 hours will be charged at overtime rate.

  
Subsistence/Per diem  

	Per diem will be charged (typically 60+ miles from personnel's home office) at a rate of \$65 per day or expenses plus 15 percent, whichever is greater.
--	--
- 5 Prices reflect per unit test only and only include reporting of laboratory and/or field results not requiring engineering evaluation, recommendations and/or conclusions.
- 6 Vehicle Mileage, when applicable, is \$0.60 per mile. Drill rig and heavy equipment trucks, and 4-wheel drive vehicles are \$0.75 per mile. All vehicle mileage charges (except for drill rigs) are FOB The Twining Laboratories, Inc.'s nearest office.
- 7 Projects set for drilling must be confirmed within 24 hours. Unconfirmed drilling dates may risk loss of that date to other firms who desire that equipment. Drilling is scheduled on a first-come, first-served basis.
- 8 When the drill rig is left on-site, a charge of \$75.00/hour will be applied for travel time and mileage, excluding mobilization and demobilization days. When inadequate security makes it impractical to leave the drill rig on-site, \$100.00/hour will be charged for travel time and mileage each day of the project.
- 9 Work requiring special equipment, machinery rental, outside consultants, etc., will be charged at cost plus 15 percent, unless otherwise noted. The cost of replacing equipment that is damaged due to clients request and/or negligence will be assessed.

**THE TWINING LABORATORIES, INC.**  
**2006 Fee Schedule (Non PW)**

**BASIS OF FEES (continued)**

- 10 For drilling services, daily service tickets will be furnished by Twining's field personnel to the client (or his representative) to acknowledge that said equipment and/or materials are being transported to and from the job site and are in operation. It shall be the client's responsibility to acknowledge or dispute the service tickets on a daily basis. Failure to do so constitutes acceptance of all charges and the client relinquishes all rights to challenge unsigned service tickets. If, for any reason, the client does not agree with the hours, services, materials, and/or equipment set forth on the service ticket(s), and the matter cannot be resolved with our field personnel, the client should contact our office and discuss the matter with the manager of Twining's Drilling Division.
- 11 For delivery of additional materials and/or equipment to the job site, pick-up of materials requested, and/or equipment ordered but not used, there will be a charge of \$70.00/hr. There will be a restocking fee of 20% on all materials returned. Any special rental equipment such as air compressors, generators, cement mixers, etc., can be provided at cost plus 15%, plus pick-up and delivery charges. Other equipment necessary to meet your project's special needs can be obtained on request. Clients ordering specialized materials will be billed for the full amount of purchase regardless of utilization of only a portion thereof.
- 12 Staff billing rates will be imposed for requested research into technical files or records.
- 13 Requests for additional copies of reports are charged at secretarial rate plus photocopying fees of \$0.10 per page.
- 14 Facsimiles are charged at \$1.00 per page for local calls and \$1.50 per page for long distance calls.
- 15 Public carriers, i.e. Overnight Mail, Federal Express, UPS, Greyhound, etc. will be charged at cost plus secretarial time.
- 16 Processing of affidavits and certificates required by various agencies, \$50.00 per hour.
- 17 Additional insured certificates are charged at \$50.00 for each additional insured.
- 18 Certified payroll, \$50.00 per billing period.
- 19 The client will be invoiced for all services, equipment, materials, and supplies used on a project. Any invoice under \$100.00 will be C.O.D. All other invoices are due and payable on the 10th day of the next succeeding month following date of charge and are past due thereafter. Past due balances are subject to a finance charge of 1 1/2% per month (an annual percentage rate (APR) of 18%). All invoice errors or necessary corrections shall be brought to the attention of the company within ten (10) days of receipt of the invoice; thereafter, client acknowledges invoices are correct and valid.
- 20 SCHEDULE OF FEES SUBJECT TO CHANGE WITHOUT NOTICE.

THE TWINING LABORATORIES, INC.  
 2006 Fee Schedule (Non PW)

**PERSONNEL RATES**

Professional

Principal	\$ 130.00	hour
Registered Geotechnical Engineer	\$ 105.00	hour
Certified Engineering Geologist	\$ 95.00	hour
Registered Civil Engineer/Geologist	\$ 95.00	hour
Registered Environmental Assessor	\$ 75.00	hour
Project Engineer/Geologist/Manager	\$ 85.00	hour
Staff Engineer/Geologist/Assessor	\$ 65.00	hour
Expert Witness Preparation	\$ 150.00	hour
Expert Witness Testimony or Deposition	\$ 175.00	hour

Technical Staff

Environmental Technician	\$ 59.00	hour
Engineering Technician/Inspectors	\$ 59.00	hour

Support Staff

Computer Aided Drafting	\$ 40.00	hour
Secretarial Services	\$ 35.00	hour

THE TWINING LABORATORIES, INC.  
2006 Fee Schedule (Non PW)

**PERSONNEL RATES**

**GEOTECHNICAL ENGINEERING DIVISION**

Geotechnical Engineering Services:

- |   |   |
|---|---|
| - Preliminary Site Investigations                   | - Foundation Failure Studies              |
| - Pavement Design and Failure Studies               | - Slope Stability Analysis                |
| - Seismic Hazards Evaluations                       | - On-Site Sewage Disposal Design          |
| - Pile Driving, Pier and<br>Foundation Observations | - Preparation of Earthwork Specifications |
|   | - Review and Construction Consultation    |

Earthwork Observation and Compaction Testing Services:

- |   |   |
|---|---|
| - Nuclear Gauge, Sand Cone, and<br>Drive Tube Testing | - Maximum Dry Density/Optimum<br>Moisture Testing |
|---|---|

**GEOTECHNICAL ENGINEERING DIVISION FEES:**

Engineering Department:

Geotechnical Engineering Studies

Preliminary Site Investigations (For Schools, Subdivisions, Dams, Bridges, Hospitals, Slope Stability, Commercial Buildings, etc.)		By Quote
Structural Section and Pavement Designs		By Quote
Foundation and Pavement Failure Investigations		By Quote
Sewage Disposal Design		By Quote
Seismic Hazards Evaluations		By Quote
Foundation and Site Inspections	\$ 59.00	hour

THE TWINING LABORATORIES, INC.  
2006 Fee Schedule (Non PW)

GEOTECHNICAL ENGINEERING DIVISION FEES:

Compaction Testing:

Earthwork Observation and Compaction Testing

Earthwork Observation Technician	\$ 59.00	hour
Maximum Density-Optimum Moisture Determinations		
AASHTO T-99, ASTM D-698	\$ 135.00	test
AASHTO T-180, ASTM D-1557 Method A (4-inch mold)	\$ 135.00	test
Method B, C, and D (6-inch mold)	\$ 135.00	test
Method No. Calif. 216 (Calif. Impact)	\$ 135.00	test
Uniform Building Code Standard No. 70-1	\$ 135.00	test
Bureau of Reclamation E-11	\$ 135.00	test
Confirmation of Maximum Density-Optimum Moisture (one point on curve)	\$ 45.00	test

Soil Mechanics Laboratory Department:

Soil Mechanics Laboratory

Direct Shear Testing - Consolidated Drained Conditions (ASTM D-3080)	\$ 185.00	test
Tri-Axial Compression Testing		By Quote
One Dimensional Consolidation Test to 8 ksf (ASTM D-2435)	\$ 175.00	test
Unconfined Compression Test (ASTM D-2166)	\$ 75.00	test
Dry Density and Moisture Determination (ASTM D-2216)	\$ 30.00	test
Permeability Test - Constant or Falling Head		
Granular Soils	\$ 205.00	test
Fine Grained Soils	\$ 335.00	test
Other Forms of Permeability Tests		By Quote
Swell Tests FHA Specifications	\$ 65.00	test
Expansion Index (UBC 29-2)	\$ 110.00	test
Shrinkage Limit (ASTM D-427)	\$ 75.00	test
Shrinkage Ratio - Includes Shrinkage Limit (ASTM D-427)	\$ 85.00	test
Volumetric Change - Includes Shrinkage Limit and Ratio (ASTM D-427)	\$ 100.00	test
Field Moisture Equivalent	\$ 25.00	test
Linear Shrinkage - Includes Volumetric Change	\$ 100.00	test

THE TWINING LABORATORIES, INC.  
2006 Fee Schedule (Non PW)

GEOTECHNICAL ENGINEERING DIVISION FEES:

Soil Mechanics Laboratory Department:

Soil Mechanics Laboratory (continued)

<b>Atterberg Limits</b>		
Liquid Limit (ASTM D-423)	\$ 45.00	test
Plastic Limit (ASTM D-424)	\$ 45.00	test
Plasticity Index (ASTM D-424)	\$ 90.00	test
<b>Particle Size Analysis</b>		
Wet Washing and Dry Sieving (ASTM D-422)	\$ 65.00	test
Hydrometer Testing - Includes Specific Gravity (ASTM D-422)	\$ 120.00	test
Sieve and Hydrometer Method - Including Specific Gravity (ASTM D-422)	\$ 160.00	test
Sand Equivalent (ASTM D-2419, Average of 3)	\$ 58.00	test
Specific Gravity per Determination (ASTM D-854)	\$ 35.00	test
Remold Charge	\$ 50.00	sample

**Resistance (R) Value Determination - California Test**

No. 301, Includes Stabilimeter Tests, Moisture Content and Density Determinations with Cement, Lime or Other Additives	\$ 185.00	test By Quote
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**California Bearing Ratio (CBR)**

CBR at 100% Maximum Density ASTM D-1883 and AASHTO T-180, Method D; Includes Maximum Density-Optimum Moisture Curve	\$ 350.00	each
CBR at 95% Maximum Density ASTM D-1883 and AASHTO T-180, Method D, WESTDIV Three Point Method	\$ 550.00	each

**Lime Stabilization of Soils - California Test Method No. 373**

Complete Series of Tests for Each Lime Content Moisture Density	\$ 600.00	each
7 day Unconfined Compressive Strength	\$ 150.00	each

GEOTECHNICAL ENGINEERING DIVISION FEES:

Soil Mechanics Laboratory Department:

**Soil-Cement Stabilization and Corrosion Potential**

(Soils, recycled pavement, etc.) PCA Soil Cement Handbook and ASTM, complete series of detailed tests for each cement content (includes freeze-thaw, wet-dry, sample preparation, compaction curves and 7-day compressive strengths)		
		By Quote
Sulphate Content of Soils	\$ 25.00	test
Resistivity and pH of Soils	\$ 18.00	test
Chloride Content of Soils	\$ 18.00	test
Soil Preparation for Sulphate, pH, Resistivity, and Chloride Tests	\$ 25.00	test

THE TWINING LABORATORIES, INC.  
2006 Fee Schedule (Non PW)

**ENVIRONMENTAL SERVICES DIVISION FEES**

Environmental Services:

- Phase I, II, & III Site Assessments	- Remedial Investigations
- Groundwater Monitoring Well Installations	- Soil and Water Sampling
- Groundwater Evaluations and Monitoring	- Well Survey
- Hydro logic and Hydro Geologic Surveys	- Confirmation Testing
- Feasibility Studies	- Evaluation of Geologic Conditions
- Risk Assessments	- Dynamic Soil Response for Seismic Hazard
- Remedial Action Plans	- Underground Storage Tank Investigations

Services

Soil and Water Sampling	\$ 59.00	hour
Workplan		By Quote
Site Assessments (Phase I, II, & II)		By Quote
Remedial Investigations		By Quote
Groundwater Monitoring Well Installation		By Quote
Evaluation of Geologic Conditions		By Quote
Dynamic Soil Response for Seismic Hazards		By Quote
Well Development		By Quote
Well Survey		By Quote
Underground Storage Tank Investigations		By Quote

THE TWINING LABORATORIES, INC.  
2006 Fee Schedule (Non PW)

ENVIRONMENTAL SERVICES DIVISION FEES:

Equipment and Material Fees

Level C Personal Protection**	Additional	\$ 35.00	hour
Level B Personal Protection***			By Quote
Level A Personal Protection****			By Quote
Travel Time			Staff Rate
Support Vehicle		\$ 65.00	day
Support Vehicle Mileage		\$ 0.60	mile
Steam Cleaner		\$ 65.00	day
Air Compressor		\$ 100.00	day
55 Gallon Drums		\$ 50.00	each
Materials			Cost + 15%
Concrete for Backfill Material			Cost + 15%
Brass Sleeves		\$ 6.00	each
Drager Tubes		\$ 6.00	each
Gastechto Portable Gas Alarm		\$ 75.00	day
Organic Vapor Meter (OVM)		\$ 100.00	day
Fisher M-Scope TW-6 Magnetic Locator		\$ 75.00	day

- \* Drilling Under Level D Personal Health and Safety Protection - Normal Work Uniform, Coveralls
- \*\* Drilling Under Level C Personal Health and Safety Protection - Disposable, Chemically Resistant Clothing; Air-purifying Respirator
- \*\*\* Drilling Under Level B Personal Health and Safety Protection - Disposable, Chemically Resistant Clothing; Supplied-air Respirator
- \*\*\*\* Drilling Under Level A Personal Health and Safety Protection - Fully Encapsulated, Including Supplied-air Respirators

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**CONSTRUCTION INSPECTION / MATERIALS TESTING DIVISION FEES**

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Materials Department Services:

---

- |   |  |
|---|--|
| - Reinforcing Steel Placement Inspections | - Concrete Batch Plant and Field           |
| - Physical Testing of Concrete Including  | - Placement Inspections                    |
| - Nondestructive Testing                  | - Concrete, Shotcrete, Gunitite, Grout,    |
| - Aggregate Quality Analyses              | - Mortar Mix Designs                       |
| - Core Cutting--Asphalt, Block, Concrete, | - Prestressed and Post-tensioned           |
| - Concrete Irrigation Pipe Testing        | - Concrete Inspections                     |
| - Masonry Block Placement Inspections     | - Asphalt Concrete Batch Plant and Field   |
| - Asphalt Concrete Mix Designs            | - Placement--Inspection & Testing          |
| - In-Place Brick Shear Tests              | - Roofing Observation and Testing          |
| - Pavement Failure Evaluation             | - Windsor Probe Determinations             |
| - Moisture Emission Testing               | - Concrete Batch Plant NRMCA Certification |
- 

Steel Department Services:

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- |   |  |
|---|--|
| - Structural Steel Fabrication and  | - Reinforcing Steel Testing                      |
| - Welding--Visual Observation Placement<br>(Shop/Field)                               | - Ultrasonic Thickness Gauging                   |
| - Nondestructive Weld Evaluation<br>(Magnetic Particle, Ultrasonic,<br>Dye Penetrant) | - Welder Qualification - Procedure / Performance |
| - Sprayed on Fireproofing Observation,<br>Sampling and Testing                        | - Torque Testing of High Strength Bolts          |
| - Physical Testing of Structural Steel  | - Wood Truss Fabrication Observation             |
| - Physical and Chemical Testing of Metals   | - Anchor Bolt Pull-out Tests                     |
|   | - ICBO Quality Control Audit Services            |
|   | - Calibration of Load Cells, Pressure            |
|   | - Gauges, Hydraulic Rams, etc.                   |
-

THE TWINING LABORATORIES, INC.  
2006 Fee Schedule (Non PW)

CONSTRUCTION INSPECTION/MATERIALS TESTING DIVISION FEES:		
Materials Department:		
<u>Aggregates - Fine and Coarse</u>		
Sieve Analysis, Coarse or Fine, ASTM C-136	\$ 50.00	each
Sieve Analysis, Coarse or Fine, w/#200 Wash AASHTO T-27, CT-202	\$ 65.00	each
Particle Size Analysis - Hydrometer Method Including Specific Gravity - CT 205E, ASTM D-422	\$ 175.00	each
Specific Gravity & Absorption of Coarse Aggregate ASTM C-127	\$ 60.00	each
Specific Gravity & Absorption of Fine Aggregate ASTM C-128	\$ 60.00	each
Moisture Content of Coarse or Fine Aggregate	\$ 15.00	each
Magnesium or Sodium Sulfate Soundness (5 Cycles, Includes Grading) AASHTO-T104, ASTM C-88	\$ 261.00	each
Cleanness Value, CT-227-E	\$ 110.00	each
Durability Index, CT-229, AASHTO-T210	\$ 85.00	each
Potential Reactivity-Chemical Method, Coarse or Fine, ASTM C-289	\$ 185.00	each
Friable Particles ASTM C-142 (Clay Lumps and Friable Particles)		By Quote
Organic Impurities, ASTM C-40	\$ 34.00	each
Sand Equivalent Value of Soils of Fine Aggregate ASTM D-2419, CT 217-I (Set of 3)	\$ 65.00	set
Percent of Crushed Particles, CT-205	\$ 45.00	each
Los Angeles Rattler Abrasion Test, ASTM C-131		
100 Revolutions	\$ 150.00	each
500 Revolutions	\$ 200.00	each
100 and 500 Revolutions	\$ 225.00	each
1,000 Revolutions	\$ 250.00	each
Complete Series of Tests in Accordance with ASTM C-33 Includes:		
Coarse Aggregate-		
Sieve Analysis with #200 Wash C-136 and C-117		
Soundness C-88 - LA Rattler Abrasion C-131 - Unit Weight C-29 -	\$ 500.00	each
Fine Aggregate-		
Sieve Analysis C-136 - Organic Impurities C-40 - Soundness C-88 -	\$ 400.00	each
<u>Concrete Mix Designs and Review</u>		
Concrete - Gunite - Shotcrete -		
Standard Mix Design-Proportion of Cement, Aggregates, and Water for Specified Compressive Strength Less Than 4,000 psi (Includes Sieve Analysis, Specific Gravity, Absorption, and Fineness Modulus)	\$ 300.00	each

THE TWINING LABORATORIES, INC.  
2006 Fee Schedule (Non PW)

CONSTRUCTION INSPECTION/MATERIALS TESTING DIVISION FEES:

Materials Department:

Concrete Mix Designs and Review (continued)

Concrete - Gunite - Shotcrete -		
Standard Mix Design-Proportion of Cement, Aggregates, and Water for Specified Compressive Strength Less Than 4,000 psi Without Aggregate Tests	\$ 200.00	each
Each Additional Mix Design	\$ 100.00	each
Concrete Mix Design to Establish Water-Cement Ratio Curve - Includes Aggregate Tests and Three Trial Batches (ACI-613)	\$ 950.00	each
Concrete Mix Design-Proportions of Materials, Aggregate Tests, One Trial Batch with 6 Test Cylinders	\$ 700.00	each
Mix Design Review with All Aggregate Data Supplied	\$ 150.00	each
Masonry Mortar Mix Design -- Trial Batch, Compressive Strength Specimens, and Water Retention, ASTM C-270/C-144	\$ 400.00	each
Grout Mix Design, ASTM C-476	\$ 200.00	each
<b>Materials Testing</b>		
Concrete Cylinder Compressive Strength (6"x12")	\$ 22.00	each
Concrete Cylinders Processed & Stored, Not Tested	\$ 15.00	each
Gunite Cylinder Compressive Strength (6"x12"), w/Mold	\$ 35.00	each
Compressive Strength of Drilled Concrete Core - ASTM C-42 (Includes Preparation)	\$ 30.00	each
Flexural Strength, 6"x6"x20" Beam, ASTM C-293, C-78	\$ 45.00	each
Splitting Tensile Strength of Concrete Cylinder, ASTM C-496	\$ 48.50	each
Oven Drying of Lightweight Specimens - C-495	\$ 25.00	each
Unit Weight of Structural Lightweight Concrete, ASTM C-567	\$ 25.00	each
Lightweight Insulating Concrete Compressive Strength, ASTM C-513, C-495	\$ 18.00	each
Length Change Cement Mortar and Concrete, ASTM C-157	\$ 150.00	each
Mortar Cylinder Compressive Strength (2"x4"), w/Mold ASTM C-109	\$ 18.00	each
Grout Prism Compressive Strength	\$ 18.00	each
Compressive Strength of Concrete Block, ASTM C-140 w/Cap	\$ 42.00	each
Absorption, Unit Weight, and Moisture Content, ASTM C-140	\$ 42.00	each
Drying Shrinkage of Block, ASTM C-426	\$ 48.00	each
Compressive Strength of Grouted Masonry Prism	\$ 90.00	each

THE TWINING LABORATORIES, INC.  
2006 Fee Schedule (Non PW)

CONSTRUCTION INSPECTION/MATERIALS TESTING DIVISION FEES:		
Materials Department:		
<u>Materials Testing (continued)</u>		
Compressive Strength of Masonry Core	\$ 28.00	each
Masonry Core (Shear Test), UBC Sec. 2405	\$ 50.00	each
Building Brick, ASTM C-62 - Compression, ASTM C-67	\$ 25.00	each
Modulus of Rupture, ASTM C-67	\$ 25.00	each
Absorption and Saturation Coefficient, ASTM C-67	\$ 32.00	each
In-place Field Shear Test--City of L.A. Procedure	\$ 59.00	hour
Core Cutting Equipment Plus One Man	\$ 125.00	hour
Core Cutting Equipment Plus Two Men	\$ 175.00	hour
Diamond Bit Charge, Concrete or Masonry, Any Diameter	\$ 7.00	inch
Core Preparation & Conditioning, Capping, and Compression	\$ 30.00	each
<u>Windsor Probe Determination of Hardened Concrete</u>		
Equipment and Technician	\$ 59.00	hour
Probe Charges (Silver and Gold)	\$ 30.00	test
<u>Aggregate Base and Sub-base Testing</u>		
<u>Aggregate Base, Aggregate Sub-base, and Select Import Fill</u>		
Material Grading, Caltest 202	\$ 55.00	each
Sand Equivalent, Caltest 217	\$ 65.00	each
Durability Index, Caltest 229	\$ 100.00	each
Percent Crushed Particles, Caltest 205	\$ 52.00	each
<u>Cement Treated Soils</u>		
Optimum Moisture Compressive Strength (3 to 5 Required)		By Quote
<u>Asphalt Concrete Mix Designs and Pavement Engineering</u>		
Marshall method, ASTM D-1559		By Quote
Hveem Method, Caltest 304		By Quote
Structural Section Pavement Design		By Quote

THE TWINING LABORATORIES, INC.  
2006 Fee Schedule (Non PW)

CONSTRUCTION INSPECTION/MATERIALS TESTING DIVISION FEES:

Materials Department:

Asphalt Concrete Testing

Nuclear Density Tests of AC Pavements	\$ 59.00	hour
Marshall Field Tests	\$ 59.00	hour
Core Cutting Equipment Plus 1 Man	\$ 125.00	hour
Diamond Bit Charges; Asphalt Concrete, Any Diameter	\$ 7.00	inch
Marshall Test - ASTM D-1559		
Field Mix	\$ 200.00	each
Lab Mix, Not Including Mix Design	\$ 300.00	each
Index of Retained Strength, ASTM D-1075	\$ 750.00	each
Index of Retained Stability, Mil. Stnd. 101	\$ 500.00	each
Maximum Density, ASTM D-1559		
Field Mix	\$ 100.00	each
Lab Mix, Not Including Mix Design	\$ 150.00	each
Stabilimeter Value of Bituminous Mix, Caltest 336		
Field Sample	\$ 75.00	each
Laboratory Prepared Sample	\$ 125.00	each
Swell Test, Caltest 305		
Field Sample	\$ 80.00	each
Laboratory Prepared Sample	\$ 154.00	each
Moisture-Vapor Susceptibility, Caltest 307		
Field Sample	\$ 85.00	each
Laboratory Prepared Sample	\$ 250.00	each
Kf Factor, Caltest 303	\$ 64.00	each
Kc Factor, Caltest 303	\$ 54.00	each
Dynamic Film Stripping, Caltest 302	\$ 100.00	each
Static Film Stripping, ASTM D-1664	\$ 50.00	each
Bitumen Content (Extraction), ASTM D-2172, Method A	\$ 125.00	each
Abson Recovery Method (Extraction), ASTM D-1856		By Quote
Surface Abrasion Test of Compacted Bituminous Mixtures, Caltest 360-A		By Quote
Moisture Content (Xylene Reflux Method), ASTM D-1461	\$ 48.50	each
Bulk Specific Gravity of Asphalt Cores, ASTM D-1188 (paraffin method)	\$ 64.00	each
Bulk Specific Gravity of Compacted Bituminous Mixture, ASTM D-2726	\$ 20.00	each
Maximum Theoretical Unit Weight (Rice Gravity)		
Field Sample, ASTM D-2041	\$ 90.00	each
Laboratory Prepared Sample	\$ 150.00	each

**THE TWINING LABORATORIES, INC.**  
**2006 Fee Schedule (Non PW)**

**CONSTRUCTION INSPECTION/MATERIALS TESTING DIVISION FEES:**

**Materials Department:**

Asphalts

**Tests of Residue From Rolling Thin Film Oven Procedure, Caltest 346**

Rolling Thin Film Oven Exposure (RTFC)	\$ 175.00	each
Absolute Viscosity at 140 °F, Poise	\$ 68.00	each
Kinematic Viscosity at 275 °F	\$ 68.00	each
Penetration at 77 °F 100 g/5 sec	\$ 40.00	each
Per Cent of Original Penetration at 77 °F	\$ 40.00	each
Ductility at 77 °F	\$ 89.00	each
Flash Point, °F by Cleveland Open Cup (C1.0C)	\$ 59.00	each
Solubility in Trichloroethylene, percent	\$ 74.00	each

Roofing

Cut Analysis of Built-up Roofs, ASTM D-2829	\$ 161.00	each
Roof Tile - Clay or Cement (UBC 32-12)		
Flexure	\$ 25.00	each
Absorption	\$ 25.00	each

Unburned Clay Brick (UBC Standard 24-14)

Adobe Brick - Compression, Absorption, Modulus of Rupture, and Moisture (Average of 5)	\$ 300.00	test
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Concrete Pipe - ASTM C-118

**Transverse Crush Strength (Diameter, Inches) Non-Reinforced Includes**

Plaster Cap		
12" - 36"	\$ 50.00	test
Reinforced		By Quote
Absorption		
Plain Pipe (5 hour boil)	\$ 30.00	test
Reinforced (If Cut When Submitted)	\$ 30.00	test
Reinforced (If Cut By Laboratory)	\$ 80.00	test

THE TWINING LABORATORIES, INC.  
2006 Fee Schedule (Non PW)

CONSTRUCTION INSPECTION/MATERIALS TESTING DIVISION FEES:

Materials Department:

Wood - Glue-Laminated Timber

Glue-Laminated Fabrication Inspection		By Quote
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Tectum - Roof Decking - Modulus of Rupture

1/4 Point Loading- State Division of Architecture	\$ 61.00	test
Density	\$ 25.00	test

Nondestructive Testing Services

Ultrasonic Machine	\$ 15.00	hour
Magnetic Particle Inspection	\$ 59.00	hour
Liquid Penetrant Inspection	\$ 59.00	hour
Radiographic Inspection		By Quote
Ultrasonic Digital Thickness Gauging	\$ 59.00	hour
Bolt Tension Testing	\$ 59.00	hour
Anchor Bolt Load Testing (Operator and Equipment)	\$ 59.00	hour
Spray Applied Fireproofing Sample and/or Thickness Testing	\$ 59.00	hour
Fireproofing Density Tests (ASTM E605, UBC 43-8)	\$ 75.00	each

Welder Qualification Testing (AWS)

(Includes Machining, Bend Tests, and Certification Papers)

Performance Test, to 3/8 Inch Plate	\$ 85.00	each
Performance Test, to 1 Inch Plate	\$ 100.00	each

THE TWINING LABORATORIES, INC.  
2006 Fee Schedule (Non PW)

CONSTRUCTION INSPECTION/MATERIALS TESTING DIVISION FEES:

Steel Department:

Welder Qualification Testing (AWS) (continued)

Fillet Weld Test (Break and Etch Tests)	\$ 50.00	each
Fillet Weld Test Plates	\$ 15.00	set
Light Gauge Test (AWS D1.3)	\$ 45.00	each
Pipe: 1G, 2G Positions (2 Bend Tests)	\$ 100.00	each
5G, 6G Positions (4 Bend Tests)	\$ 140.00	each
Prepared Test Plate 3/8 Inch Groove	\$ 30.00	each
Prepared Test Plate 1 Inch Groove	\$ 40.00	each
Prepared Test Pipes (Grooved)	\$ 50.00	set
Reinforcing steel -		
1 Tension, 1 Etch or 2 Tension Tests	\$ 85.00	each
Other Welder Qualification Testing		By Quote
Stainless Steel		By Quote

Weld Procedure Qualification Testing (AWS, ASME)

(Includes Machining, 2 Tensile Tests, 4 Bend Tests, and Results)

Plate (Through 1")	\$ 200.00	each
Pipe	\$ 240.00	each
Ultrasonic Testing of Weld Coupons (AWS)	\$ 50.00	each
Witness Time (If Required)	\$ 59.00	hour
Reinforcing Steel (2 Tension Tests, 1 Etch)	\$ 100.00	each
Other Procedure Qualification Testing		By Quote
Stainless Steel		By Quote

Brazing Procedure Qualification (ASME)

(Includes Tensile Tests and Peel/Sectioning Tests)

Pipe	\$ 125.00	each
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Brazing Qualification (ASME)

Pipe	\$ 85.00	each
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THE TWINING LABORATORIES, INC.  
2006 Fee Schedule (Non PW)

CONSTRUCTION INSPECTION/MATERIALS TESTING DIVISION FEES:

Steel Department:

Tensile and Bend Testing - ASTM E8, ASTM A370

Tensile, Yield, Elongation (Yield by "half of the pointer" method)	\$ 30.00	each
Tensile, Yield, Elongation (Yield by "offset" method)	\$ 40.00	each
Tensile Test Standard 2" or 8" Gauge Length	\$ 25.00	each
Reinforcing Steel Sizes 3 - 8	\$ 25.00	each
Reinforcing Steel Sizes 9 and Larger	\$ 30.00	each
Full Size Tubing Tension Test	\$ 30.00	each
Bolt, Full Size	\$ 40.00	each
Bend Test (Pre-Machined to Meet Test Standard)	\$ 19.00	each
Flattening Test (Pipe)	\$ 19.00	each

Machining Charges

Standard 2" or 8", Tensile Specimen	\$ 30.00	each
½" Diameter x 2" Gauge Length	\$ 40.00	each
Bend Specimen	\$ 10.00	each
Stainless Steel		By Quote

Hardness Testing - ASTM E18

Miscellaneous Metals (Avg. 4 readings)	\$ 25.00	each
A325 Bolt, Nut, Washer (Assembles)	\$ 40.00	assy.

Wire Mesh - ASTM A185

Tensile, Bend, Reduction of Area	\$ 28.00	each
Weld Shear Test (Average of 4)	\$ 75.00	each

Coating Analysis

Weight of Galvanized Coating (Set of 3)	\$ 150.00	each
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THE TWINING LABORATORIES, INC.  
2006 Fee Schedule (Non PW)

CONSTRUCTION INSPECTION/MATERIALS TESTING DIVISION FEES:		
Steel Department:		
<u>Prestressing Wire and Strand</u>		
Tensile Test - 7 Wire Strand (ASTM A416)	\$ 80.00	each
Wire Rope (Each Test Plus Set-up Time)		By Quote
Tendons--Up To, and Including 20-Wire Tendons		By Quote
<u>Special Testing and Miscellaneous Services</u>		
Structural Fabricator Quality Control Program		By Quote
Product Certification/Evaluation		By Quote
Torque Wrench Calibration with Skidmore-Wilhelm	\$ 65.00	each
Riehle Universal Compression/Tension Testing		
300,000 lb. capacity	\$ 100.00	hour
Gas Free Testing (Combustible gasses)	\$ 59.00	hour
<u>Calibration Tests</u>		
Hydraulic Pump and Ram	\$ 75.00	each
Calibration Curve	\$ 40.00	each
Pressure Gauge with Crosby Dead Weight Tester	\$ 65.00	each
Durometer	\$ 80.00	each
Load Cell	\$ 75.00	each

**DRILLING SERVICES DIVISION**

Drilling Services:

- Hollow Stem Auger	- Soil Sampling
- Straight Flight Auger	Standard Penetration/Split Spoon
- Rock Coring	Continuous
- Monitoring Well Installation	California Modified
Groundwater	- Down Hole Nuclear Moisture
Soil Vapor	- Deep Compaction Testing
- Licensed State of California (C-57 Well Drillers) No. 506159	- OSHA 29 CRF 1910.120 - Trained Personnel

DESCRIPTION AND CAPABILITIES OF CME 75 DRILL RIGS

Conventional and hollow augers to depths for the following depths:

Auger	Depths
6" O.D. Straight Flight	75 feet
6-1/8" O.D.	100 feet
7-1/8" O.D.	150 feet
10" O.D.	150 feet
3-1/4" I.D.	100 feet
4-1/4" I.D.	150 feet
6-5/8" I.D.	150 feet

Samplers Available

Standard Penetration - 2 inch O.D.  
Modified California - 3 inch O.D

Trucks, Units, and Equipment (CME)

1999 & 2000 International Trucks - Model 4700 with 300 cu. in., 6 cylinder diesel industrial engine  
Mast-26 ft. from base of frame to sheave, with quick mast disconnect.  
Hoist - one hydraulic-900# wire, one hydraulic-7,000# capacity, two hydraulic-1,800# capacity  
Hydraulic slide base - in-out/sideways  
Water pump assembly - Moyno 3L6 (reverse capability)  
Down Hole Hammer/Wire Line  
140 lb Automatic SPT Hammer  
Water tank - 250 gallon capacity  
Hydraulic leveling jack - 2-rear 36" and 1-front 36"

THE TWINING LABORATORIES, INC.  
2006 Fee Schedule (Non PW)

DRILLING SERVICES DIVISION:

Drilling Services

CME-75 Drill Rig with two man crew:

Operating Rate* (add \$5.00/hr. for 10" auger)	\$ 135.00	hour
Level C I Add	\$ 35.00	hour
Travel Time (FOB nearest office)	\$ 110.00	hour
Mobilization and Demobilization	\$ 110.00	hour
Standby	\$ 100.00	hour
Mileage (Drill Rig)	\$ 0.75	mile
Support Vehicle	\$ 75.00	day
Service Truck Rental		By Quote

Equipment and Material Fees

Steam Cleaner	\$ 100.00	day
Air Compressor	\$ 100.00	day
Hydro Punch II	\$ 250.00	day
plus	\$ 45.00	test
55 Gallon Drums	\$ 50.00	each
Brass Sleeves w/plastic end caps	\$ 6.00	each
Obtaining Drilling Permits	\$ 59.00	hour
Pre-Steamed Clean Auger/Equipment		
40 ft. or less	\$ 100.00	each
41 ft. to 80 ft.	\$ 200.00	each
Well Materials		Cost + 15%
Concrete for Backfill Material		Cost + 15%
Parts Replacement		Cost + 15%

\* Drilling Under Level D Personal Health and Safety Protection - Normal Work Uniform, Coveralls

\*\* Drilling Under Level C Personal Health and Safety Protection - Disposable, Chemically Resistant Clothing; Air-purifying Respirator

**STATE OF CALIFORNIA – INTEGRATED WASTE MANAGEMENT BOARD**

**CONTRACT NO. IWM-05018**

**TABLE B3**

**GREGG DRILLING AND TESTING, INC.**

**RATE SCHEDULE**



**STATE OF CALIFORNIA – INTEGRATED WASTE MANAGEMENT BOARD**

**CONTRACT NO. IWM-05018**

**TABLE B4-1**

**HUSHMAND ASSOCIATES, INC.**

**RATE SCHEDULE**



**HUSHMAND ASSOCIATES, INCORPORATED**  
Geotechnical, Earthquake and Environmental Engineers

**STANDARD SCHEDULE OF FEES**

**Professional Services**

Staff Engineers, Geologist	\$90/hour
Project Engineers, Geologists	\$100/hour
Senior Engineers, Geologists	\$120/hour
Associate Engineers, Geologists	\$130/hour
Principal Engineers, Geologists	\$150/hour
Expert Witness	\$190/hour

**Technical Services**

Clerical	\$45/hour
Word Processing, Technical Text Editing	\$50/hour
CADD	\$60/hour
Engineering Technician (Field and Laboratory)	\$60/hour (non-prevailing wage) \$70/hour (prevailing wage)
Senior Engineering Technician (Field and Laboratory)	\$70/hour (non-prevailing wage) \$80/hour (prevailing wage)

**Minimum Field Services Fee**

Field Service Calls	4-hour minimum fee
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**Travel**

Travel time will be charged at \$55/hour, not to exceed 2 hours per day for sites within 50 miles from our office. Mileage will be charged at a rate of \$0.50 per mile.

**Equipment**

Field Truck and Field Test (Nuclear Gage) Equipment	\$10/hour (max \$80/day)
Field Truck	\$8/hour (max \$64/day)
Vibration & Environmental Monitoring Equipment	Separate Schedule

**Outside Services**

Rental of special equipment not ordinarily furnished by Hushmand Associates, Inc. and all other costs such as labor, special printing, expendable field supplies, etc. Cost + 10%

**Terms**

Billings are payable upon presentation and are past due 30 days from the invoice date. A finance charge of 1.5 percent per month, or the maximum amount allowed by law, will be charged on past-due accounts.

**STATE OF CALIFORNIA – INTEGRATED WASTE MANAGEMENT BOARD**

**CONTRACT NO. IWM-05018**

**TABLE B4-2**

**HUSHMAND ASSOCIATES, INC.**

**RATE SCHEDULE**

**HAI** HUSHMAND ASSOCIATES, INCORPORATED  
 Geotechnical, Earthquake and Environmental Engineers

**GEOTECHNICAL LABORATORY  
 SCHEDULE OF FEES  
 Effective January 2006**

**1- INDEX PROPERTIES**

Visual Classification (ASTM D 2488)	\$ 8.00
Moisture Content (ASTM D 2216)	\$ 10.00
Moisture Content & Density (ASTM D 2937)	
a) Shelby Tube Samples	\$ 22.00
b) Other Samples	\$ 12.00
Total Porosity	\$ 70.00
Grain Size Analysis (ASTM D422)	
a) Sieve	\$ 50.00
b) Sieve and Hydrometer	\$ 95.00
Percent Passing # 200 Sieve (ASTM D 1140)	\$ 40.00

Atterberg Limits (ASTM D 4318)

a) Multi points	\$ 90.00
b) One point	\$ 45.00
c) Non Plastic	\$ 30.00
Specific Gravity (ASTM D 854)	\$ 50.00
Bulk Specific Gravity (ASTM C 127)	\$ 35.00
Sand Equivalent (ASTM D 2419)	\$ 60.00
Expansion Index (ASTM D 4829)	\$ 90.00

**2- SOIL CHEMISTRY**

Soil pH (ASTM G51)	\$ 30.00
Electrical Resistivity	\$ 60.00
Chloride Content	\$ 50.00
Sulfate Content	\$ 40.00
Organic Matter Content (ASTM D 2974)	\$ 50.00

**3- COMPACTION**

Standard Proctor Compaction (ASTM D 698)	
a) 4 " mold	\$ 105.00
b) 6 " mold	\$ 125.00
Modified Proctor Compaction (ASTM D 1557)	
a) 4 " mold	\$ 130.00
b) 6 " mold	\$ 160.00

**4- STRENGTH TESTS**

R Value (ASTM D 2844)	\$ 200.00
Unconfined Compression (ASTM D 2166)	\$ 70.00
Direct Shear, per point:	
a) Unconsolidated (Q test)	\$ 45.00
b) Consolidated (Q test)	\$ 60.00
c) Consolidated Drained (ASTM D 3080)	\$ 80.00
d) Residual	\$55 per shear per point
Remolding or hand trimming of specimens (per point)	\$ 35.00

**5- CONSOLIDATION**

Consolidation Test (ASTM D 2435)	
a) Up to 10 load/unload increments; one time reading	\$ 145.00
b) Each additional time reading	\$ 45.00
c) Each additional load increment	\$ 25.00

**6- CONCRETE TESTING**

Concrete Cylinder Tests (including processing, Testing, report preparation per cylinder)	\$ 22.00
Concrete Cylinder Pickup and Delivery to Laboratory (per cylinder) (see the note below)	\$ 10.00

**7- PERMEABILITY**

Constant Head (ASTM D2434)	\$ 135.00
Flexible Wall (triaxial) (ASTM D5084)	\$ 170.00

**8- SWELL/COLLAPSE**

a) One Point (ASTM D 5333)	\$ 90.00
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**9- LABORATORY TIME**

Senior Field Technician, per hour	\$ 70.00
Laboratory Technician, per hour	\$ 65.00
Staff Engineer	\$ 90.00
Project Engineer	\$ 100.00
Principal Engineer	\$ 150.00

**Notes:**

Samples will be stored for 3 months. Prior notification is required if samples need to be stored for a longer period of time. A monthly storage fee of \$4/bag and \$1/sleeve will be applied. Prices shown above are based on the assumption that all soil samples are "clean" and that the turnaround time of results is standard (1 to 2 weeks).

Payment for services is due upon presentation. If not paid within 30 days of the invoice date, they will be considered past due and a carrying charge of 1.5% per month (or the maximum rate allowed by law) will be added to the unpaid balance. Any Attorney's fees or other costs incurred in collecting any delinquent accounts will be added to the amounts due and shall be paid by the party invoiced.

**STATE OF CALIFORNIA – INTEGRATED WASTE MANAGEMENT BOARD**

**CONTRACT NO. IWM-05018**

**TABLE B5**

**DIAZ YOURMAN AND ASSOCIATES**

**RATE SCHEDULE**



**DIAZ-YOURMAN**  
 & ASSOCIATES

*Geotechnical Services*

**DIAZ-YOURMAN & ASSOCIATES**  
 Schedule of Charges - 2006

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Professional Services

Junior.....	\$87.00/hour
Staff.....	101.00/hour
Project.....	122.00/hour
Senior.....	140.00/hour
Associate.....	157.00/hour
Principal.....	176.00/hour

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Support Services

Word Processing/Clerical.....	63.00/hour
Drafting.....	81.00/hour
Technical Editing.....	76.00/hour
Technician.....	73.00/hour
Senior Technician.....	88.00/hour

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Prevailing Wage Field Services

Week Days (6 am to 5 pm).....	88.00/hour
Weekday Overtime (first 4 hours).....	106.00/hour
Week Nights (5 pm to 6 am), Saturdays (0 to 12 hours).....	106.00/hour
Sundays, Holidays, Other Overtime.....	132.00/hour

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Equipment

Truck.....	12.00/hour
Automobile.....	0.47/mile
Nuclear Gauge.....	75.00/day
Manometer.....	20.00/day
Slope Inclinator.....	50.00/day
Other Equipment.....	Separate Schedule

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Outside direct costs such as equipment rental, outside services, and printing, copying, travel, and subsistence ..... Cost + 15%

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For non prevailing wage field services provided by a staff engineer during night time (7 pm to 7 am) a \$150 surcharge/ per night and a minimum per visit charge of 4 hours will apply.

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Contract personnel may be charged at the hourly rates listed above. Travel time will be charged at regular hourly rates. Appearances as a witness (including depositions and court appearances) will be charged at a rate of \$350/hour plus expenses, with a minimum daily charge of 4 hours. Preparation will be charged at regular hourly rates.

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The rates will be subject to a minimum 5 percent escalation for services provided in subsequent years.

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Invoices are due upon receipt and are past due 30 days after the invoice date. A finance charge of 1.5 percent per month, or the maximum allowed by law, will be charged on past due invoices.

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Diaz-Yourman & Associates makes no warranty, either express or implied, to its statements, conclusions, findings, recommendations or specifications except that they are prepared and presented in accordance with generally accepted standard of care.

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**STATE OF CALIFORNIA – INTEGRATED WASTE MANAGEMENT BOARD**

**CONTRACT NO. IWM-05018**

**TABLE B6**

**LEE AND RO, INC.**

**RATE SCHEDULE**

**LEE & RO, Inc.**  
**FY 2006 BILLING RATE SCHEDULE**  
**Effective November 1, 2005a**

PERSONNEL CLASSIFICATION <sup>b</sup>			BILLING RATES (\$/HOUR)
Engineer 9	(E9)	Chief Engineer	198
Engineer 8	(E8)	Managing Engineer II	175
Engineer 7	(E7)	Managing Engineer I	154
Engineer 6	(E6)	Principal Engineer II	137
Engineer 5	(E5)	Principal Engineer I	121
Engineer 4	(E4)	Senior Engineer II	106
Engineer 3	(E3)	Senior Engineer I	93
Engineer 2	(E2)	Engineer II	84
Engineer 1	(E1)	Engineer I	75
Designer 6	(T8)	Supervising Designer II	137
Designer 5	(T7)	Supervising Designer I	121
Designer 4	(T6)	Senior Designer II	106
Designer 3	(T5)	Senior Designer I	93
Designer 2	(T4)	Designer II	84
Designer 1	(T3)	Designer I	75
Drafting Technician 2	(T2)	Draftsperson II	66
Drafting Technician 1	(T1)	Draftsperson I	58
Field Staff 5	(F5)	Construction Reviewer V	121
Field Staff 4	(F4)	Construction Reviewer IV	106
Field Staff 3	(F3)	Construction Reviewer III	93
Field Staff 2	(F2)	Construction Reviewer II	84
Field Staff 1	(F1)	Construction Reviewer I	75
Administrative 6	(A6)	Contract Manager	121
Administrative 5	(A5)	Administrative Professional II	93
Administrative 4	(A4)	Administrative Professional I	84
Administrative 3	(A3)	Word Processor II	75
Administrative 2	(A2)	Word Processor I	66
Administrative 1	(A1)	Clerical	50

<sup>a</sup> Rates are subject to change in accordance with established company procedures. Normally, the rates increase on November 1 in accordance with the established company

<sup>b</sup> Engineer classification generally conforms to "ASCE Professional Grade Descriptions".

**STATE OF CALIFORNIA – INTEGRATED WASTE MANAGEMENT BOARD**

**CONTRACT NO. IWM-05018**

**TABLE B7**

**I.K. CURTIS SERVICES, INC.**

**RATE SCHEDULE**

**Rate Sheet for: I.K. Curtis Services, Inc. (IKCS)**

Date: February 21, 2006

Submitted to: CIWMB through SCS Engineers

Prepared by: Rick Harter, President, IKCS

Item #	Description	Unit	2006-07 Rates		
<b>Labor Categories</b>					
1	Principal	hourly	\$125.00		
2	Operations/Project Manager	hourly	\$100.00		
3	Pilot	hourly*	\$95.00		
4	Camera Operator	hourly*	\$80.00		
5	GPS Technician	hourly*	\$40.00		
6	Image Analyst - QA/QC	hourly*	\$65.00		
7	Post-Processor	hourly*	\$53.00		
8	Clerical/Office	hourly*	\$46.00		
<b>Equipment and other items</b>					
9	Aircraft Mobilization (weekday)	each flight	\$300.00		
10	Aircraft Mobilization (weekend day)	each flight	\$450.00		
11	Flight Missions < 18,000' ASL	tach hour (<alt)	\$400.00		
12	Flight Missions > 18,000' ASL	tach hour (>alt)	\$500.00		
13	Standby Time	per hour	\$200.00		
14	Layover for Aircraft (incl Crew of 2)	per night	\$950.00		
15	Airborne GPS (optional)	each flight	\$2,500.00		
16	Ground GPS Receiver (optional)	per day	\$300.00		
17	Airborne Digital Camera (optional)	per tach hour	\$1,400.00		
			Base Price	Volume Discount	
	Vertical Line/Spot Exposures		(<11)	(11-50)	(51+)
18	B&W	each exp.	\$30.00	\$26.00	\$22.00
19	Color	each exp.	\$37.00	\$35.00	\$32.00
20	color IR	each exp.	\$40.00	\$38.00	\$36.00
	Oblique Shots				
21	B&W	each exp.	\$80.00		
22	Color	each exp.	\$100.00		
23	Contact Prints	per print	\$5.00	\$4.00	\$4.00
24	Diapositives	per diap	\$14.25	\$12.00	\$12.00
25	Digital Scan	per scan	\$50.00		
26	Enlargements	per sq foot	\$30.00		
27	Large Area Mosaics from stock	per sq foot	\$50.00		
28	GeoTiff file from stock**	per sq mile	\$50.00		
29	Ortho-rectified photos***	per exp			
30	Topographical Maps***	per job			
31	Misc. supplies,rentals,and services	per task	\$100.00		
32	Auto mileage	per mile	\$0.45		
33	Flight Services w/ 3rd Party Sensor**** (LIDAR, Multispectral, IFSAR, Bathymetry)	per day			

\* weekend/overtime working hours at 1.5 x rate

\*\* minimum order of 6 square miles

\*\*\* negotiable, based on accuracies desired and project area

\*\*\*\* negotiable, based on source of sensor

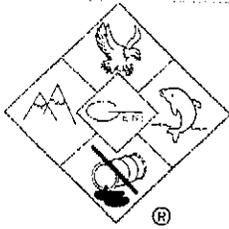
**STATE OF CALIFORNIA – INTEGRATED WASTE MANAGEMENT BOARD**

**CONTRACT NO. IWM-05018**

**TABLE B8**

**GLOBAL ENVIRONMENTAL NETWORK, INC.**

**RATE SCHEDULE**



# GLOBAL ENVIRONMENTAL NETWORK, INC.

## ENVIRONMENTAL, SAFETY & CONSTRUCTION ENGINEERING SERVICES

Box 8068, Fountain Valley, CA. 92728-8068

[www.SafetyGeni.com](http://www.SafetyGeni.com)

Phone: 714-479-1199

email: [GENI@SafetyGeni.com](mailto:GENI@SafetyGeni.com)

Fax: 714-479-0809

### SAFETY COURSES OFFERED BY Safety GENI™

- Crane Training
  - CCO Written Exams
  - CCO Practical Exams
- Traffic Control Coning & Flagging Awareness
- Safety Orientation for Construction
- Scaffold Safety Awareness
- Fall Protection Awareness
- Trench Safety Competent Person Awareness
- Trench Rescue
- Confined Space
- Confined Space Rescue
- Urban Search & Rescue
- Respirator Training & Fit Testing
- CPR & First Aid
- Crane Operator Awareness
- Forklift Training Awareness
- Aerial Lift Awareness
- Hearing Conservation Training
- DOT HM 126F/181 Awareness
- Emergency Response Awareness / Refresher
  - Operational Technician Specialist
- HAZWOPER
  - Awareness / Refresher Supervisor
  - Waste Site Worker
- Household Hazardous Waste
- Asbestos Training
- Lead Training
- 24 Hr SWPPP Training

## Industrial Hygiene – Schedule of Charges

### Professional Fees

Certified Industrial Hygienist (CIH)	\$ 100 - 145.00/hr
CIH- Legal Testimony, Deposition, and Preparation	\$ 270.00/hr
Registered Geologist (RG)	\$ 125 - 145.00/hr
RG - Legal Testimony, Deposition, and Preparation	\$ 290.00/hr
Drafting (CAD)	\$ 90 -105.00/hr
Industrial Hygiene/Environmental Field Technician	\$ 75 - \$97.50/hr
Plan Writing (EH&S)	\$ 75 - \$95.50/hr
Clerical	\$ 47.50/hr

### Equipment & Material Charges

IH Sampling Pumps	\$ 30.00/day
4-gas or Combustible Gas Monitor	\$ 80.00/day
Photoionization Detector	\$ 80.00/day
Noise Dosimeter or Sound Level Meter	\$ 80.00/day
Indoor Air Quality Monitor	\$ 80.00/day
Moisture Meter	\$25.00/day
Other Instruments	Invoiced cost + 15%
Membrane Filter Cassettes or Charcoal Tubes	\$ 7.50/each
Other Sampling Media	Invoiced cost + 15%

### Other Charges

Outside Laboratory Analysis	Invoiced cost +15%
Postage, Shipping and Delivery	Invoiced cost + 15%
Other Expenses	Invoiced cost + 15%
Mileage	\$ 0.45/mile

Prices: Global Environmental Network, Inc. strives to maintain prices at the lowest level. Occasionally, prices change without notice due to circumstances beyond our control.

Prices Schedule for 2006 -2008

## EXHIBIT D

### SPECIAL TERMS AND CONDITIONS

1. AGENCY LIABILITY: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the CIWMB shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. BANKRUPTCY: In the event proceedings in bankruptcy are commenced against the Contractor, or if Contractor is adjudged bankrupt, or if a receiver is appointed and qualifies, then the CIWMB may terminate this Agreement by giving Contractor five (5) days written notice.
3. CALIFORNIA WASTE TIRES: Unless otherwise provided for in this contract, in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste-tire derived products for the performance of this Agreement, only California waste tires and California waste tire-derived products shall be used. As a condition of payment under this Agreement, the Contractor must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Contract Manager.

All formal notices required by this Agreement must be given in writing and sent by prepaid certified mail, fax, personal delivery or telex.

4. CONTRACT MANAGEMENT: The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but the Board reserves the right to approve any substitution of the Project Director. Contractor's key personnel may not be substituted without the CIWMB's Contract Manager's prior written approval. The CIWMB may change the Contract Manager by notice given to the Contractor at any time. The CIWMB staff will be permitted to work side by side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, the CIWMB's staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize the CIWMB's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of the CIWMB's staff for coordination or monitoring functions.
5. CONTRACTOR EVALUATIONS: The CIWMB will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file by the CIWMB for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, the CIWMB will submit a copy of the negative evaluation to the Department of General Services (DGS), Office of Legal Services, within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the DGS, the CIWMB shall notify and send a copy of the evaluation to the Contractor within fifteen days. The

Contractor shall have thirty days to prepare and send a written response to the CIWMB and the DGS. The CIWMB and the DGS shall file the Contractor's statement with the evaluation. (PCC §10369).

6. CONFIDENTIALITY/PUBLIC RECORDS: The Contractor and the CIWMB understand that each party may come into possession of information and/or data, which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with GC § 6250, or the PCC. The CIWMB agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to the CIWMB, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC.
7. CONFLICT- FUTURE BIDDING LIMITATION: Pursuant to Public Contracts Code section 10365.5:
  - (a) No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
  - (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.
  - (c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
8. CONSULTING SERVICES: If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations and rights under PCC §§10335 through 10381.
9. COPYRIGHTS AND TRADEMARKS: The Contractor shall assign to the CIWMB any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. The Contractor shall require that its subcontractors agree that all such materials shall be the property of the CIWMB. Such title will include exclusive copyrights and trademarks in the name of the CIWMB. Upon written request by the Contractor, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Contractor to retain all or any part of the ownership of these rights.

For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CIWMB, shall include a notation on the inside cover as follows:

"Prepared as part of CIWMB contract number (Insert), Total Contract Amount (Insert), pursuant to Government Code Section 7550."

10. DELIVERABLES: All documents and/or reports drafted for publication by or for the CIWMB in accordance with this contract shall adhere to the CIWMB's Guidelines for Preparing CIWMB Reports (available upon request) and shall be reviewed by the CIWMB's Contract Manager in consultation with one of the CIWMB's editors.

11. ENTIRE AGREEMENT: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.
12. ENVIRONMENTAL JUSTICE: In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (Government Code Section 65040.12(e)).
13. FORCE MAJEURE: Neither the CIWMB nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
14. GRATUITIES: The CIWMB may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of the CIWMB, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.
15. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or the CIWMB premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
16. INSURANCE: When required, the Contractor must provide: 1) a Certificate of Insurance insuring the CIWMB, and/or 2) verification of Worker's Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to the CIWMB within ten (10) days after notification of the CIWMB's intent to award the Agreement. The Agreement will not be executed nor can work begin unless said Certificate of Insurance and/or verification is provided to the CIWMB.

The Certificate of Insurance must be in effect and shall include the following terms and conditions:

- A. The CIWMB, its officers, agents, employees, and servants shall be included as additional insured.
- B. The dates of inception and expiration of coverage shall be specified.
- C. A minimum liability coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined shall be specified. The coverage shall not include a deductible feature.
- D. The insurer will not cancel the insured's coverage without thirty days prior written notice to the CIWMB.
- E. The CIWMB is not liable for the payment of premiums or assessments on said policy.
- F. The insurance coverage shall be on an occurrence basis only.

In the event the Certificate of Insurance should expire or be cancelled during the term of this Agreement, the Contractor agrees to provide, at least thirty days prior to said expiration or

cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than one (1) year or for the remainder of the contractual agreement, whichever is greater. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the CIWMB may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

17. LIABILITY FOR NONCONFORMING WORK: The Contractor will be fully responsible for ensuring the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, the CIWMB, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing the CIWMB for any additional expenses incurred to cure such defects.
18. LICENSE OR PERMITS: The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the CIWMB may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.

19. LIQUIDATED DAMAGES: It is the intent of this Contract that individual projects proceed in an uninterrupted manner from the date of commencement until all work contemplated in the Contract/Work Order has been completed. The Contract/Work Order authorized by Board Staff, and accepted by the Contractor shall include the number of days authorized to complete the project. All parties to the Contract agree that the Board will sustain damage for any day on which the Contractor arbitrarily suspends operations, or fails to prosecute the work. It is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Board will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the Board the sum of \$1,000 for each day on which the Contractor fails to perform work in accordance with the approved schedule without the approval of Board staff. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the Board may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract. The Contractor shall not be assessed liquidated damages when the delay in completing the project is caused by the state.
20. OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS: The CIWMB will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this Agreement. The originals and all copies thereof will be delivered to the Board upon request. The CIWMB will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or subcontractors to additional compensation.
21. PATENTS: The Contractor assigns to the CIWMB all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement. Upon written request by the

Contractor, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Contractor to retain all or any part of the ownership of these rights.

22. PUBLICITY AND ACKNOWLEDGEMENT: The Contractor agrees that it will acknowledge the CIWMB's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.
23. RECYCLED-CONTENT PRODUCT PURCHASING: In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment A). For assistance in locating recycled-content products, please search the recycled-content product database available at: [www.ciwmb.ca.gov/RCP](http://www.ciwmb.ca.gov/RCP). If after searching the database, contractors are unable to find the recycled-content products they are looking for, please notify the CIWMB's Contract Manager. All recycled-content products purchased or charged/billed to the CIWMB that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.

In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. If the contractor does not feel 100% PC paper is appropriate for the publication, such as one with many full color photos, the contractor shall suggest a lower PC paper. However, no paper shall be used containing less than 30% PC fiber. All papers containing less than 100% PC fiber must be approved by the contract manager prior to the substitution. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for the CIWMB's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.

24. REMEDIES: Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
25. SETTLEMENT OF DISPUTES: In the event of a dispute, the Contractor shall file a "Notice of Dispute" with the CIWMB, Director or his/her designee with ten (10) days of discovery of the problem. With ten (10) days, the Director or his/her designee shall meet with the Contractor and CIWMB Project Manager for the purpose of solving the dispute.
26. STOP WORK NOTICE: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
27. SUBCONTRACTORS: All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to the CIWMB. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or Executive Director. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If the CIWMB or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, The Contractor will be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the CIWMB and any

Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the CIWMB for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from the CIWMB's obligation to make payments to the Contractor. As a result, the CIWMB shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

28. SUCCESSORS: The provisions of this Agreement will be binding upon and inure to the benefit of the CIWMB, the Contractor, and their respective successors.
29. TERMINATION: The CIWMB shall have the right to terminate this Agreement at its sole discretion at any time upon thirty days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.
30. UNRELIABLE LIST: Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to the CIWMB a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).

Placement of Contractor on the CIWMB Unreliable List anytime after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is placed on the CIWMB Unreliable List after award of this Agreement, the Contractor may be required to terminate the Subcontract.

31. WASTE REDUCTION: In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. The steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable and compostable products, discretion in the amount of materials used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.
32. WORK AUTHORIZATION: If this Agreement is for services as needed, or has clearly specified sub-categories a work authorization will be required before work can begin pursuant to this Agreement. The Contract Manger will make this determination, when work authorizations are required, the Contract Manager will prepare a work authorization for each item of work. Each work authorization, as appropriate, will consist of a detailed statement of the purpose, objectives or goals to be undertaken by the Contractor, identification of the Contractor/subcontractor team, all significant material to be developed and delivered by the Contractor, all materials to be furnished by the CIWMB to the Contractor, the Contractor's estimated time schedule and person hours, billing rates and total cost of the work authorization.
  - A. All work authorizations will be in writing, negotiated and approved by the Contract Manager and the Contractor's Project Director prior to beginning work. However, in situations where

expedience is of the utmost importance, the Contract Manager may verbally authorize the Contractor to begin work following up with written authorization.

- B. The level of effort required for each work authorization will vary for each proposed project. Therefore, the Contract Manager will establish the time lines for completion of duties to be performed at the time of assignment.
- C. The CIWMB reserves the right to require the Contractor to stop or suspend work on any work authorization. The Contract Manager will provide, in writing to Contractor's Project Director, notice of the date work is to be halted or suspended. Approved costs incurred to that date shall be reimbursed in accordance with this Agreement's provision.
- D. Each work authorization will be numbered sequentially.
- E. The actual costs of a completed, approved work authorization will not exceed the authorized amount, except if, in the performance of the work, the Contractor determines that the actual cost will exceed the estimated costs; the Contractor will immediately notify the Contract Manager. Upon such notification, the Contract Manager may:
  - 1. Alter the scope of the work authorization to accomplish the work within the estimated costs; or
  - 2. Augment the work authorization budget; or
  - 3. Authorize the Contractor to complete the work for the actual costs; or
  - 4. Terminate the work authorization.

Prior to exceeding the approved budget, approval must be secured in writing from the Contract Manager and the work authorization must be modified to reflect the change. If the problem occurs because the Contractor is in fault, the Contractor will absorb the additional costs.

CCC-1005

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> SCS Engineers		<i>Federal ID Number</i> [REDACTED]
<i>By (Authorized Signature)</i> [REDACTED]		
<i>Printed Name and Title of Person Signing</i> Patrick S. Sullivan, Vice President		
<i>Date Executed</i> 4-4-06	<i>Executed in the County of</i> Sacramento	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

RECYCLED-CONTENT CERTIFICATION

STATE OF CALIFORNIA  
California Integrated Waste Management Board  
CIWMB 74C (Revised 2/03 for Contracts)

Contract # \_\_\_\_\_

**Recycled-Content Certification for Contracts**

Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to your CIWMB contract manager. This form may be completed by contractor, vendor, bidder, buyer, state-contracting officer, or state purchasing agent. The form must be completed and returned to the CIWMB with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information.

Contractor's Name \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Fax \_\_\_\_\_ Web site \_\_\_\_\_

Item/Row Number	Quantity	Unit of Measure	Dollars	Product Manufacturer and number	Product Description	Product Category <sup>1</sup>	Postconsumer Material (Percent) <sup>2</sup>	Secondary Material (Percent) <sup>3</sup>	Virgin Material (Percent) <sup>4</sup>	Total Percent <sup>5</sup>
										100%
										100%
										100%
										100%
										100%
										100%
										100%
Total:			\$							

Public Contract Code sections 10233, 10308.5, and 10354 require all vendors and contractors to certify in writing, under penalty of perjury, to the State agency awarding a contract, the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, or supplies offered or sold.

Public Contract Code section 12205 (a) requires all State agencies to require all contractors to certify in writing, under penalty of perjury, the minimum, if not the exact percentage, of postconsumer and secondary material in the products, materials, goods, or supplies offered or sold.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

RECYCLED-CONTENT CERTIFICATION

Footnotes

1. **Product category** refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by cost, weight, or volume. **If the product does not fit into any of the product categories, put "N/A."** Common N/A products include wood products, textiles, aggregate, concrete, electronics such as computers, TV, software on a disk, telephone systems, printers, copiers, fax machines.

Product category

State's recycled content requirements

**compost and co-compost (CO)** landscaping materials, erosion control, weed control, decomposed organic yard, or food materials 50% TR  
10% PC

**glass products (GL)** windows, fiberglass (insulation), tiles, construction blocks, and flat glass sheets 50% TR  
10% PC

**lubricating oils (LO)** motor, transmission fluids, power steering, crankcase, transformer dielectric fluids, gear, hydraulic, industrial fluids, base stock, for tractors, vehicles, cars, trucks, and buses 50% TR  
10% PC

**paint (PT)** latex paint, interior/exterior, maintenance 50% TR  
10% PC

**paper products (PP)** paper janitorial supplies, corrugated boxes, paperboard (boxes, cartons, wrapping), hanging files, file boxes, building insulation, containers 50% TR  
10% PC

**plastic products (PL)** toner cartridges, carpet, office products, plastic lumber, buckets, waste baskets, benches, tables, fencing, clothing, packaging, signs, posts, binders, and buckets 50% TR  
10% PC

**printing and writing paper (PW)** xerographic, and higher-grade papers, high-speed copier paper, offset paper, forms, carbonless paper, ruled tablets, calendars, posters, manila file folders, index cards, white wove envelopes, and cover stock 30% PC

**solvents (SO)** heavy printer cleaner, auto degreaser, parts cleaner 50% TR  
10% PC

**steel products (ST)** For steel products complete only dollars, product description, and product category column. Common steel products include automobiles, trucks, staplers, paper clips, steel furniture, scissors, pipe, plumbing fixtures, chairs, ladders, shelving 25% TR  
10% PC

**tire-derived products (TD)** flooring, wheelchair ramps, playground cover, parking bumpers, truck-bed liners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mud flaps, posts 50% PC

**tires (TI)** passenger, truck, bus, trailer/equipment tires. 50% TR  
10% PC

**TR** = total recycled-content **PC** = postconsumer

2. **Postconsumer material** is material derived from used or recycled material. Postconsumer material is generally any product that was bought by the consumer, used, and then recycled into another product.

3. **Secondary material** is material derived from finished products or fragments of finished products of a manufacturing process that have not been used. An example would be a manufacturer's paper trimmings put back into the manufacturing process for new products. Secondary material is generally any material (product) that did not get to the consumer or was never used prior to being recycled. Secondary material **does not** include postconsumer material.

**Example:** If copy paper contained 20 percent postconsumer material, the remainder will be virgin material. Indicate 20 percent in the Postconsumer column and 80 percent in the Virgin Material column. If it contained 20 percent postconsumer material and 40 percent secondary material, indicate 20 percent in the Postconsumer column, 40 percent in the Secondary Material column, and 40 percent in the Virgin Material column.

4. **Virgin material** is that portion of the product made from new or non-recycled material. The material is neither secondary nor postconsumer material.

5. The sum of the postconsumer column, the secondary column, and the virgin column must equal 100 percent.