

# EXHIBIT A

## AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN

### BARR ENGINEERING CO. AND CITY OF DULUTH

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the “Effective Date”), by and between the City of Duluth, hereinafter referred to as City, and Barr Engineering Co. located at 4700 W. 77<sup>th</sup> St. Suite 200, Minneapolis, MN 55435, hereinafter referred to as Consultant for the purpose of rendering services to the City.

WHEREAS, the City has requested consulting services for environmental support services for Waseca Street extension, (the “Project”); and

WHEREAS, Consultant has represented itself as qualified and willing to perform the services required by the City; and

WHEREAS, Consultant submitted a proposal to provide services for the Project (the “Proposal”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City desires to utilize Consultant’s professional services for the Project;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

#### I. Services

Consultant will provide services related to the Project as described in Consultant’s Proposal (the “Services”). Consultant agrees that it will provide its services at the direction of the Public Works and Utilities Director (“Director”). In the event of a conflict between the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed controlling.

#### II. Fees

It is agreed between the parties that Consultant’s maximum fee for the Project and Services shall not exceed the sum of eighty-five thousand and 00/100 dollars (\$85,000.00) inclusive of all travel and other expenses associated with the Project, payable from 411-035-5530, PI2018-1108 Project 1108. All invoices for services rendered shall be submitted monthly to the attention of the Director. Payment of expenses is subject to the City’s receipt of reasonable substantiation/back-up supporting such expenses.

#### III. General Terms and Conditions

##### 1. Amendments

Any alterations, variations, modifications or waivers of terms of this Agreement

shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.

2. Assignment

Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City. The Primary Consultant(s) assigned to this project will be Eric Dott (the "Primary Consultant"). The Primary Consultant shall be responsible for the delivery of professional services required by this Agreement and, except as expressly agreed in writing by the City in its sole discretion, the City is not obligated to accept the services of any other employee or agent of Consultant in substitution of the Primary Consultant. The foregoing sentence shall not preclude other employees of Consultant from providing support to the Primary Consultant in connection with Consultant's obligations hereunder.

3. Data and Confidentiality, Records and Inspection

- a. The City agrees that it will make available all pertinent information, data and records under its control for Consultant to use in the performance of this Agreement, or assist Consultant wherever possible to obtain such records, data and information.
- b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the City.
- c. Consultant agrees that all work created by Consultant for the City is a "work made for hire" and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work ("City Property"). Consultant further agrees that to the extent the work is not a "work made for hire" Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.
- d. Records shall be maintained by Consultant in accordance with requirements prescribed by the City and with respect to all matters covered by this

Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

- e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- f. Consultant shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- g. Consultant shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Consultant will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. Consultant Representation and Warranties

Consultant represents and warrants that:

- a. Consultant and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the City and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.
- c. Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.
- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the Consultant is a party or by which it is bound, or result in the creation or imposition of any lien, charge

or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.

- e. There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.
- f. The Consultant will not, without the prior written consent of the City, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period

The term of this Agreement shall commence on the Effective Date and performance shall be completed by September 7, 2018, unless terminated earlier as provided for herein.

Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6. Independent Contractor

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the

responsibility of City. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.

- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- c. Consultant expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

7. Indemnity

To the extent allowed by law, Consultant shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Consultant's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant's employees or contractors, or d) the use of any materials supplied by the Consultant to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

8. Insurance

Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.

- a. Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, and Contractual Liability. **City of Duluth shall be named as Additional Insured by endorsement** under the Public Liability and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming himself and City of Duluth. **Upon**

**execution of this Agreement**, Consultant shall provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included.

- b. Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 60 days' notice prior to any cancellation or modification shall be required; and in such event, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.
- c. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.
- d. A certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- e. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities.

9. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

**City:** City of Duluth  
411 W First Street  
City Hall Room 211  
Duluth MN 55802  
Attn: Patrick Loomis

**Consultant:** Barr Engineering Co.  
4700 W. 77<sup>th</sup> St., Suite 200  
Minneapolis, MN 55435

Attn: Eric Dott

10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

12. Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.



IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date of attestation shown below.

**CITY OF DULUTH**

**BARR ENGINEERING CO.**

By:

By:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Company Representative

Attest:

Its:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Title of Representative

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

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

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

Consultant's Proposal



May 31, 2018

Via Electronic Submittal

Mr. Patrick Loomis  
City of Duluth  
411 West First Street, Room 211  
Duluth, MN 55802

**Re: Proposal for Environmental Support Services  
Waseca Street Extension – 59<sup>th</sup> Ave West to Raleigh Street**

Dear Patrick:

Barr Engineering Company is presenting the City of Duluth with this proposal to provide environmental support services related to the Waseca Street Extension Project in Duluth, Minnesota (Property). The services described in this proposal are based on the findings and information presented in the May 2018 Phase I Environmental Site Assessment (ESA) prepared by AMI Consulting Engineers (AMI) and on our familiarity with the project area.

### **Project Understanding**

The City of Duluth will be completing reconstruction, combined with new construction, of an extension of Waseca Street from 59<sup>th</sup> Avenue West to Raleigh Street. This work will involve replacement of existing paved surfaces and new construction of a roadway and utilities on property to be acquired. Barr reviewed the Phase I ESA completed along this corridor to identify parcels or adjacent areas with a potential for soil, groundwater and/or vapor contamination based on the setting and history of past activities.

The City has hired LHB as the lead design engineer for the extension project and Barr has been asked to provide environmental support services consisting of phase II investigation work, response action and construction contingency planning, environmental technical specification preparation, as well as Minnesota Pollution Control Agency (MPCA) liaison assistance.

### **Scope**

The scope of work will be divided into three separate phases:

- Phase II Investigation – soil boring observation and sampling;
- Response Action and Construction Contingency Plan development – remediation planning for construction;
- Remediation Design – environmental technical specifications and plan sheet development; and
- Agency (MPCA) liaison assistance.

Tasks associated with each of the phases have been identified below.

### ***Task 1 – Phase II Investigation***

Soil screening and sampling will be completed in conjunction with the geotechnical investigation planned by LHB for engineering design purposes. The following tasks will be completed under this phase:

- Prepare a project-specific health and safety plan (PHASP) prior to performing the borings.
- Identify geotechnical boring locations for environmental sampling. If necessary, identify additional environmental soil boring locations to be investigated
- Coordinate the investigation field work schedule with LHB and their drilling subcontractor.
- We understand the current work scope includes up to 15 hollow stem auger borings to be advanced to a depth of 14.9 feet in the approximate locations shown on the LHB drawings. Boring locations and depths may vary depending on utility locations, accessibility in the field, and soil conditions encountered.
- A Barr geoscientist will be on-site to observe the boring advancement and classify soil samples in accordance with the Unified Soil Classification System (USCS) - ASTM D-2488, *Standard Practice for Description and Identification of Soils (Visual/Manual Method)* and record additional geologic information.
- Screen soil samples for organic vapors using a photoionization detector (PID).
- Document evidence of soil contamination including odor, discoloration, sheen, or other field indications of potential soil impacts.
- Field screening results along with visual observation and professional judgment will be used to guide the selection of samples that will be sent to the laboratory for analysis.
- Collect two to four soil samples from each soil boring and submit the samples for laboratory analysis of one or more of the following: volatile organic compounds, gasoline range organic (GRO) compounds, petroleum volatile organic compounds (PVOCs), diesel range organic (DRO) compounds, semi-volatile organic compounds (SVOCs), polynuclear aromatic hydrocarbons (PAHs) and RCRA Metals. Table 1 lists our anticipated sampling matrix.
- Field tasks and documentation will be conducted in accordance with Barr's standard operating procedures (SOPs) applicable to the project.
- The analytical results from the soil samples collected during the sampling will be compared to MPCA published soil risk-screening criteria to determine whether impacted soil exists at the locations that are investigated and to evaluate the likelihood that impacted soil may be encountered during the Waseca Street extension project work.

***Task 2 - Response Action / Construction Contingency Plan***

- Our support services will be completed while maintaining communication and seeking appropriate approvals from the MPCA Voluntary Investigation and Cleanup (VIC) program.
- Prepare a letter report, which will present the findings and results from the soil screening and sampling and provide recommendations and conclusions for potential further actions based on these findings and results.
- Prepare a Response Action Plan (RAP) with environmental construction contingency plan (CCP) for review and approval by the MPCA VIC program.

***Task 3 – Environmental Technical Specifications and Environmental Plan Sheet Assistance***

- Evaluate environmental soil management needs with respect to the road extension plan.
- Prepare and present preliminary environmental soil management plan for discussion with City of Duluth and LHB including up to two meetings to discuss roadway and utility work related to environmental needs.
- Preparation of environmental engineering design drawings and technical specifications to a level of detail suitable for soliciting bids from contractors.
- Assist with preparation of engineer's estimate of probable environmental construction cost.
- Attend Pre-bid meeting and provide bidding assistance, including preparation of up to one addendum.
- MPCA VIC program and client communications.

***Task 4 - Agency (MPCA) Liaison Assistance***

- Because the project will occur on and adjacent to property which has an Environmental Covenant and Restrictions – institutional control, a letter will be prepared notifying the MPCA of the planned site investigation work. The required notification letter will outline the investigation work and note there will eventually be a Waseca Street extension project undertaken in the area.
- Under the assumption that impacts will be present within the street extension project area, we anticipate recommending entering the project into the VIC program. Therefore, we will prepare an MPCA VIC Application on behalf of the City.
- Attend up to two combined client/agency meetings to discuss soil boring results and MPCA requirements (one meeting may include the initial VIC Program kick off meeting / conference call with the MPCA project manager to discuss the project).
- Additional MPCA VIC program and client communications.

## Project Assumptions

This scope of work includes the following assumptions:

- The drilling services and site access will be contracted and coordinated by LHB.
- Phase II investigation field work will take up to four 12-hour days to complete.
- LHB will mark all borings and provide a base map with boring coordinates for our report.
- Barr proposes to collect the samples for analysis of the parameters listed in Table 1, Proposed Sampling Matrix.
- A rush turnaround time is not required for the laboratory analyses.
- Analytical testing services in support of the environmental investigation will be subcontracted by Barr.
- Phase II soil investigation screening and sampling is designed to evaluate the potential presence of contamination. Because sampling will not evaluate areas lateral to the road corridor, the proposed scope of services may not define the full extent of contamination that may be present along the entire corridor.
- Our scope was developed based on our understanding of site conditions and assumptions made regarding anticipated MPCA requirements. It is possible the MPCA will require additional Phase II investigation phases. If the MPCA requires additional actions not included in the tasks above, that additional work would require an additional authorization.
- Additional soil screening and sampling activities will not be required by the MPCA VIC program prior to RAP/CCP approval.
- The RAP/CCP will use the results derived from the soil screening and sampling, together with our professional judgment, to guide the evaluation of development options with respect to environmental soil contamination management approaches and the construction.

## Project Management and Staff Assignments

Barr approaches each project by assigning a team of professionals that is structured based upon the specific project needs. Each professional's experience is integrated to the project to achieve effective solutions to the project challenges. For the successful completion of any project, Barr provides an experienced and dedicated project team to provide services in a cost effective and timely manner.

The typical **Project Team** consists of a **Principal In Charge** (PIC), a **Project Manager**, and **Professional, Technical and Support Staff**, which collectively form the Project Team. Prior to starting a project, the PIC and Project Manager prepare a project plan which identifies the project scope, project tasks, level of effort, and specific personnel to be assigned to the project. The project plan will also highlight the

problem to be solved, the client's criteria for success, and things most likely to go wrong (together with the team's strengths and weaknesses), in order to prepare contingencies for the project.

The team concept has been successful at Barr because each member shares in direct responsibility and accountability for their share of the project to the Project Manager. The following is the list of consulting staff that will likely be used for this project. Specific staff assignments will be based on availability and project timing.

<b>Team Members</b>	<b>Title</b>	<b>Chargeable Rate</b>
Eric Dott	Principal in Charge	\$180.00
Lynette Carney	Project Manager / Senior Geologist	\$145.00
Eric Lund	Senior Environmental Engineer	\$140.00
Liz Metzen	Senior Geologist	\$120.00
Martin Bevis	Geologist	\$80.00
Various	Technicians and Administrative Support	\$65.00-\$120.00

## Schedule

Barr is prepared to begin work on this project immediately. The field work will take place on the City of Duluth's and LHB's desired schedule. However, depending on subcontractor availability, property owner access and MPCA Environmental Covenant Easement, Barr anticipates that the field work could be conducted within two to four weeks after receiving your notice to proceed. Barr will provide a draft report for your review within approximately six to eight weeks of receiving laboratory data. A final report will be provided upon receipt of your comments.

## Cost Estimate

Based on our experiences on similar projects, Barr has prepared the following cost estimate for consulting tasks required to complete the proposed scope of work. Barr proposes to provide our professional services on a time and materials basis in accordance with our current standard fee schedule (attached). In the event that significant changes to scope and corresponding budget estimates are identified through implementation of the work, recommendations for scope and budget adjustments will be presented to the City for review and consideration. If additional work is mutually agreed upon, additional work orders will be prepared for your review and authorization.

### Barr Estimated Costs by Task

Task	Estimate
<b>Task 1</b> – Phase II Investigation and Reporting	\$35,000
<b>Task 2</b> – Response Action / Construction Contingency Plan	\$20,000
<b>Task 3</b> – Environmental Specifications and Environmental Plan Sheet	\$20,000
<b>Task 4</b> - Agency (MPCA) Liaison Assistance	\$10,000
<b>Total</b>	<b>\$85,000</b>

The City of Duluth should also include budget to fund the MPCA VIC staff review and oversight time (at \$125 per hour). Based on similar projects you should assume up to 25 hours of VIC staff time may be needed. Our estimated cost range reflects a range of site conditions and construction assumptions made by Barr and assumptions made regarding anticipated MPCA requirements and RAP comments or requests. It is possible the MPCA will require additional phases of soil screening or sampling phases prior to approving a RAP/CCP. If the MPCA requires additional actions not included in the tasks above, this work will be completed at an additional cost.

### Invoicing

Barr will invoice the City once every four weeks, and each invoice will include a preamble describing the work performed and the number of hours worked by each individual employee.

Thank you again for the opportunity to provide assistance on your project. If you have any questions, please call me at 218-529-7141 (or email at LCarney@barr.com) or Eric Dott at 218-529-8234 (EDott@barr.com).

Sincerely,

Barr Engineering Company



Lynette Carney, P.G.  
Senior Geologist



Eric Dott, P.G.  
Vice President

Enclosures:

- Table 1 Proposed Sampling Matrix
- Barr 2018 Standard Fee Schedule



**Table 1  
Proposed Sampling Matrix  
Phase II Investigation  
Waseca Street Extension Project  
Duluth, Minnesota**

Number of Borings	Sample Depth (feet bgs)	Soil Sample Type		Analytes						
				RCRA Metals	GRO	DRO	VOCs <sup>1</sup>	PAHs	SVOCs	Lead
		Discrete	Comp-osite							
<b>Soil</b>										
10	0-2'	X		X	X	X		X		
5	0-2'	X		X	X	X	X		X	
7	2-4'	X		X		X		X		
8	2-4'		X	X				X		
4	12-14'	X		X						
<b>Total</b>				<b>34</b>	<b>15</b>	<b>22</b>	<b>5</b>	<b>25</b>	<b>5</b>	
<b>Groundwater</b>										
5	Water table	X		X			X	X		
5	Water table	X					X			
<b>Total</b>				<b>5</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>5</b>		

bgs below ground surface  
DRO diesel range organics  
GRO gasoline-range organics  
PAHs polyaromatic hydrocarbons  
VOCs volatile organic compounds  
RCRA Metals Resource Conservation Recovery Act metals  
SVOCs semi-volatile organic compounds

<sup>1</sup>VOCs will be analyzed if PID measurements are greater than 10 parts per million (ppm). Assume 50% of soil borings and hand auger composite sample locations.

Note the actual number of samples and parameters analyzed will be determined by field observations and field conditions encountered.



# Fee Schedule—2018

Rev. 12/30/17

Description	Rate* (U.S. dollars)
Principal .....	\$145-295
Consultant/Advisor.....	\$155-250
Engineer/Scientist/Specialist III.....	\$125-150
Engineer/Scientist/Specialist II.....	\$95-120
Engineer/Scientist/Specialist I.....	\$65-90
Technician III.....	\$125-150
Technician II.....	\$95-120
Technician I .....	\$50-90
Support Personnel II .....	\$95-150
Support Personnel I .....	\$50-90

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.

Reimbursable expenses including, but not limited to, the actual and reasonable costs of transportation, meals, lodging, parking costs, postage, and shipping charges will be billed at actual cost. Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr's standard rate schedules. Mileage will be billed at the IRS-allowable rate.

Principal category includes consultants, advisors, engineers, scientists, and specialists who are officers of the company.

Consultant/Advisor category includes experienced personnel in a variety of fields. These professionals typically have advanced background in their areas of practice and include engineers, engineering specialists, scientists, related technical professionals, and professionals in complementary service areas such as communications and public affairs.

Engineer/Scientist/Specialist categories include registered professionals and professionals in training (e.g. engineers, geologists, and landscape architects), and graduates of engineering and science degree programs.

Technician category includes CADD operators, construction observers, cost estimators, data management technicians, designers, drafters, engineering technicians, interns, safety technicians, surveyors, and water, air, and waste samplers.

Support Personnel category includes information management, project accounting, report production, word processing, and other project support personnel.

\*Rates do not include sales tax on services that may be required in some jurisdictions.