

AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF DULUTH & BARR ENGINEERING CO

THIS AGREEMENT is by and between the CITY OF DULUTH ("City") and BARR ENGINEERING CO. located at 325 South Lake Avenue, Suite 700, Duluth, MN, 55802 a corporation under the laws of Minnesota, ("Service Provider") for the purpose of rendering services to the City.

WHEREAS, the City desires to utilize Service Provider's professional services to conduct a Phase II environmental investigation at the former Franklin Foods production facility in Duluth; and

WHEREAS, Service Provider has represented that it is qualified and willing to perform said services.

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

1. Services to be Performed.

Service Provider will provide the services identified in the proposal dated September 1, 2016 attached hereto as Exhibit A. In the event of a conflict between this Agreement and Exhibit A, this Agreement shall control.

2. Delivery of Services.

Eric Dott shall assume primary responsibility for the delivery of professional services required by this Agreement.

3. Compensation.

It is agreed between the parties that the Service Provider's maximum compensation for services provided herein shall not exceed Fifty Thousand and no/100ths (\$50,000.00), payable from Fund 255-020-5319 (Economic Development Fund, Planning, Other Professional Services). All bills for services rendered shall be submitted monthly to the City's Business Resource Manager or designee (the "Manager"). Fees shall be billed at the rates set forth in Exhibit A.

4. General Terms and Conditions.

A. Standard of Performance.

Service Provider agrees that all services to be provided to the City pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for the provisions of services of this type.

B. Amendments. Any alterations, variations, modifications or waivers of terms of this Agreement including contract price shall be binding upon the City and Service Provider only upon being reduced to writing and signed by a duly authorized representative of each party.

C. Assignment. Service Provider 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 Manager.

D. Data and Confidentiality.

- (1) The City agrees that it will make available all pertinent information, data and records under its control for Service Provider to use in the performance of this Agreement, or to assist Service Provider wherever possible to obtain such records, data and information.
- (2) All reports, data, information, documentation and material given to or prepared by Service Provider pursuant to this Agreement will be confidential and will not be released by Service Provider without prior authorization from the City.
- (3) All notes, reports, records and other data prepared under this Agreement shall be deemed to become the property of the City upon creation. Service Provider agrees that all work created by Service Provider 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. Service Provider further agrees that to the extent the work is not a "work made for hire," Service Provider will assign to the City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Service Provider agrees to execute, at no cost to the City, all documents necessary for the City to perfect its ownership of the entire copyright in the work. Service Provider represents and warrants that the work created or prepared by Service Provider will be original and will not infringe upon the rights of any third party, and Service Provider further represents that the work will not have been previously assigned, licensed or otherwise encumbered.

E. Records and Inspections.

(1) Establishment and Maintenance of Records.

Records shall be maintained by Service Provider 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.

(2) Documentation of Costs.

Service Provider 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.

(3) Reports and Information.

Service Provider shall provide to the Manager monthly reports detailing the services provided in the previous month. Service Provider shall be responsible for furnishing to the Manager any other records, data and information he may require pertaining to matters covered by this Agreement.

(4) Audits and Inspections.

Service Provider 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. Service Provider 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.

5. Contract Period.

This Agreement shall commence upon execution by all parties and shall expire on November 18, 2016, unless earlier terminated as provided for herein. Notwithstanding the above, the term of this Agreement may be extended upon the prior written approval of the Manager.

6. Termination of Services.

The City may, by giving written notice specifying the effective date thereof, terminate this Agreement in whole or in part, with or without cause. In the event of termination, all property and finished or unfinished documents, materials, and other writings prepared by Service Provider under this Agreement shall be promptly delivered by Service Provider to the City at the address provided in Paragraph 10. Service Provider shall be entitled to compensation for the performance of any unreimbursed services satisfactorily performed by it prior to the date of termination. In the event of termination of this Agreement due to breach by Service Provider, the City shall retain all remedies available to it, and the City shall be relieved from payment of any fees with respect to the services of Service Provider which gave rise to such breach.

7. Independent Contractor.

- A. The relationship between Service Provider and the City shall be that of an independent contractor. Nothing herein shall in any way make or create any employer-employee relationship between the City and Service Provider. Except for compensation provided in Paragraph 3 of this Agreement, Service Provider's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from the 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 (Public Employees Retirement Association). Further, the City shall in no way be responsible to defend, indemnify or save harmless Service Provider from liability or judgments arising out of acts or omissions of Service Provider 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. Service Provider expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

8. Indemnity.

To the extent allowed by law, Service Provider shall defend, indemnify and hold the 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 Service Provider'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 Service Provider's employees or contractors, or d) the use of any written materials supplied by the Service Provider to the City unless such material was modified by the City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

9. Insurance.

A. Service Provider shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota.

- (1) Workers' compensation insurance in accordance with the laws of the State of Minnesota.
- (2) Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the City; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City as an additional insured.
- (3) 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, 30 days' notice prior to any cancellation or modification shall be required; and in such event, Service Provider 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 statute 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.
- (4) The City shall be named as an Additional Insured under the Public Liability and Automobile Liability policies, or as an alternate, Service Provider may provide Owners-Contractors Protective policy, naming itself and the City. Service Provider to provide Certificates of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provision. Such certificate will be provided prior to execution of this Agreement and certificates showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement. Service Provider shall also provide evidence of Professional Liability Insurance and Statutory Minnesota Workers' Compensation Insurance prior to execution and during the term of this Agreement. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the Service Provider's interests and liabilities.
- (5) The use of an ACORD form as a certificate of insurance shall be accompanied by two forms (a) ISO Additional Insured Endorsement (CG-2010 pre-2004) and (b) Notice of Cancellation

Endorsement (IL 7002); or their equivalent as approved by the Duluth City Attorney's Office.

B. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Service Provider, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Service Provider, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

10. Notices.

Notices shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the City as follows: City of Duluth, Attn: Business Resource Manager, 402 City Hall, Duluth, Minnesota 55802; and addressed to Service Provider as follows: Barr Engineering Co., 332 W. Superior Street, Suite 600, Duluth, MN 55802, or to such other persons or addresses as the parties may designate to each other in writing from time to time.

11. Laws, Rules and Regulations.

Service Provider 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. Choice of 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. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota. However, litigation in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota.

13. No Third Party Rights.

Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement.

14. Severability.

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

15. Immunity.

Nothing in this Agreement shall be construed as a waiver by the City of any immunities, defenses, or other limitations on liability to which the City is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

16. Entire Agreement.

This Agreement, including Exhibit A, constitutes the entire Agreement between the City and Service Provider and supersedes all prior written or oral agreements and negotiations between the parties relating to the subject matter hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first below shown.

CITY OF DULUTH

By: _____
Its Mayor

Attest:

By: _____
Its City Clerk

Countersigned:

By: _____
Its City Auditor

Approved:

By: _____
Its Assistant City Attorney

BARR ENGINEERING CO

By _____
Company Representative

Its _____
Title of Representative

Exhibit A

resourceful. naturally.
engineering and environmental consultants



September 1, 2016

Ms. Heidi Timm-Bijold
City of Duluth
City Hall, Room 402
411 West First Street
Duluth, MN 55802

**Re: Phase II Investigation Proposal and Cost Estimate Former
Franklin Foods Production Facility
Duluth, Minnesota**

Dear Ms. Timm-Bijold:

Barr Engineering Company (Barr) is pleased to submit this proposal and cost estimate for conducting a Phase II environmental investigation at the former Franklin Foods production facility (Property) in Duluth, Minnesota. The proposed Phase II Sampling and Analysis Plan (SAP) was approved by the United States Environmental Protection Agency (EPA) on August 30, 2016. We understand that the City of Duluth (the City) will assist the Evans Family Distillery, LLC (Developer) with the proposed redevelopment of the Property into a commercial distillery and sampling room by providing previously-secured EPA grant funding for environmental assessment activities. We understand that Barr will conduct the environmental assessment activities under the terms of new contract that will be reviewed by the Duluth City Council on September 12, 2016. The new contract will fall under Barr's continuing Professional Services Agreement with the City of Duluth.

Project Background

The Property is half a city block (1.3 acres) in the Lincoln Park neighborhood of Duluth. The Property consists of a dairy production facility, a garage, and paved parking areas. Historically, the Property and surrounding properties have been occupied by residences and commercial businesses (e.g. black smith, laundry facilities, filling stations, auto repair facilities) for over 100 years. Most recently, the Property has operated as a food processing and distribution facility. The Property is currently vacant. Potential contamination originating from these historical operations and buried fuel tanks have been identified at and near the site in a Phase I Environmental Site Assessment (Phase I ESA) completed by Environmental Troubleshooters in 2016 and further outlined in the Phase II SAP prepared by Barr in 2016. The purpose of the proposed Phase II Investigation is to identify whether contamination is present at the Property so that the Developer understands the potential risks and hazards associated with the purchase and occupancy of the Property.

The costs associated with the proposed Phase II Investigation activities will be paid for by a cooperative agreement between the City and EPA, which utilizes a Community Wide Assessment Grant (U.S. EPA Grant Number: 00E01360; "Grant"). The activities outlined in the SAP is the basis for the investigation project scope described below.

Scope of Work

The scope of the proposed Phase II Investigation includes:

Phase II Investigation

- Meeting with the City and the Developer to discuss the proposed redevelopment and the proposed investigation plan.
- Preparing a site specific Project Health and Safety Plan (PHASP).
- Coordinating and contracting with a driller and coordinating with the laboratory.
- Complete the Phase II Investigation as described in the SAP and the associated EPA-approved Quality Assurance Project Plan (QAPP) update. This includes the advancement of soil borings and the collection of soil, water, and vapor samples.
- Preparing a report of the methods, findings, and conclusions. If contamination is encountered, the report may be submitted to the MPCA and would be used to guide potential additional investigation activities or response action plans for the Property.
- Meeting with the City and the Developer to discuss findings and recommendations.

Assumptions:

The scope of work includes the following assumptions:

- The EPA accepts the proposed SAP revision.
- The investigation and sampling activities will follow the EPA-approved SAP.
- The Property owner will provide access to the Property and buildings.
- Each proposed boring location will be accessible to the drill based on site conditions and location of the identified utilities.
- Field work will take up to two 10-hour days to complete.
- There will be no significant project delays due to issues with site access, utility locates, or weather.
- Groundwater is 8 to 12 feet below ground surface.
- Boreholes will be abandoned in accordance the MDH well codes.
- Laboratory costs are based on the 2016 rates and standard turnaround time (up to 10 days).
- Contingency costs associated with the characterization and disposal of contaminated material generated during the investigation have been included in the project costs.

- Our estimated time includes up to two one-hour meetings with the City and the Developer to discuss the proposed redevelopment and the results of the investigation.
- The purpose of this phase of the Phase II investigation is to identify whether contamination is present at the site. Additional investigation activities may be required to delineate contamination if it is identified.
- If contamination is identified, the MPCA will be notified by the Property owner upon receipt of the final Phase II Investigation report.

Cost Estimate

Barr estimates that cost of the proposed investigation will be **\$50,000**. Approximate project costs are summarized below:

PROJECT EXPENSE	COST
Barr Labor and Expenses	\$30,000
Drilling Subcontractor	\$10,000
Laboratory Sample Shipping and Analysis	\$8,000
Waste Characterization and Disposal Contingency	\$2,000
ESTIMATED PROJECT TOTAL	\$50,000

The final project costs will be dependent on conditions encountered in the field, the actual costs of the subcontractors (the driller and laboratory), and the contaminated material disposal costs. Barr's costs will be charged on a time and materials basis in accordance with our Professional Services Agreement and our current fee schedule. Subcontractor costs paid for by Barr will include a 7% markup.

This agreement will be between three parties: Barr, the City, and the Developer. The City will pay for the first \$50,000 of the project costs and the Developer will pay all costs in excess of \$50,000. Barr will provide on-going status reports regarding scope and budget to the City and the Developer during the project implementation. If the requested project costs exceed the amount of the proposed budget, Barr will communicate this to the City and the Developer and the parties will determine how to proceed with the project. If additional Barr support is requested outside the above described scope, the scope and cost of the work will be discussed with the City and Developer and will not proceed without their approval.

Schedule

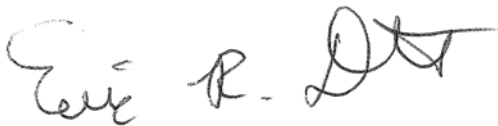
Upon the Cities approval of this proposal and cost estimate, Barr will begin the investigation coordination with the understanding that a new contract with the City of Duluth must be reviewed and approved by the City Council on September 12, 2016 prior to the initiation of field work. Assuming this agreement is signed in the September 12, 2016 meeting, Barr will tentatively plan to conduct the field investigation the week of September 19th, 2016. If the schedule changes due to subcontractor schedules outside of Barr's control, Barr will communicate this as soon as possible. Barr will provide a summary report within approximately ten business days of receiving the laboratory data.

This scope of work and your authorization of the scope will remain in effect for the duration of the services unless earlier terminated by either you or us. We will inform you of our progress by email or phone conversations. We estimate that the investigation and subsequent reporting and meeting activities described in this proposal will be completed by October 21, 2016.

We understand you have the authority to direct us. We will direct communications to you at the address on this letter. Direction should be provided to me at the letterhead address.

If this proposed scope and budget is satisfactory, please let us know whether we can proceed with the investigation preparation and coordination and please let us know if there are any changes to the City's review and approval of the investigation activities. If you have any questions or comments, please feel free to contact me at (218) 529-8234 or by email at edott@barr.com or contact Ryan Erickson at (218) 529-7112.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Eric R. Dott". The signature is fluid and cursive, with the first name "Eric" written in a larger, more prominent script than the last name "Dott".

Eric Dott, P.G.
Vice President
Barr Engineering Co.

Enclosures:

2016 Barr Fee Schedule
2016 Barr Equipment Rate Schedule



Fee Schedule—2016

Rev. 01/01/16

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.



Rental Equipment Rate Schedule—2016

(Alphabetized)

(see general and end notes)

Rev. 01/01/16

Sheet 1 of 7

Description

(U.S. dollars)

Rate Unit

Non-Expendable Equipment

Air Quality

Air-Cooled M5 Probe/Oven Assembly.....	300.00	Day
Ambient SO ₂ Monitor.....	100.00	Day
Analytical Balance (each usage).....	6.00	Use
Analyzer Filter Oven.....	15.00	Day
Analyzer Support Kit (a.)	400.00	Day
Anemometer.....	50.00	Day
CO Analyzer	250.00	Day
CO Cal Gases (set of 2)	40.00	Day
CO/O ₂ /CO ₂ Regulators (set of 2).....	20.00	Day
Data Logger	40.00	Day
Delta Calibrator	100.00	Day
Digital Calibrator.....	30.00	Day
Dilution Calibrator.....	200.00	Day
Dual Pen Strip Chart	50.00	Day
EPA 6 SO ₂ Analysis Kit.....	60.00	Day
EPA Method 25 (TGNMO) Sampling Train	250.00	Day
EPA Method 202	130.00	Test
EPA Method 3 ORSAT Analyzer.....	25.00	Day
EPA Method 30B Probe	50.00	Day
EPA Method 4	270.00	Day
EPA Method 5 Sampling Train	400.00	Day
EPA Method 5 Wet Test Meter Calibrator	240.00	Day
Gas Chromatograph Model 302.....	367.00	Day
Gas Conditioner	60.00	Day
Heated Sample Line (100').....	100.00	Day
Heated Sample Line (150')	100.00	Day
Heated Sample Line (50').....	60.00	Day
Hivol Ambient Sampler Calibration Kit	25.00	Day
Hydrocarbon Calibration Gases	60.00	Day
Hydrocarbon Regulator Set.....	30.00	Day
Met Station Calibration Kit.....	120.00	Day
Midget Impinger Sample Line	50.00	Day
Midget Impinger Sampling Train	40.00	Day
NCASI Method 8A Train.....	250.00	Day
NCASI Sample Train.....	50.00	Day
NO _x Analyzer	260.00	Day
NO _x Cal Gases (set of 2)	40.00	Day
NO _x /SO ₂ Regulators (set of 2)	25.00	Day
O ₂ /CO ₂ Analyzer.....	250.00	Day
O ₂ /CO ₂ Cal Gases (set of 2).....	40.00	Day
PM ₁₀ /2.5 In. Stack Separators.....	100.00	Day
Ohio Lumex Mercury Analyzer	1,500.00	Day
PM ₁₀ BAM-1020	370.00	Month
PM ₁₀ HiVol.....	120.00	Month
Portable Oxygen Analyzer.....	40.00	Day



Rental Equipment Rate Schedule—2016

(Alphabetized)

(see general and end notes)

Rev. 01/01/16

Sheet 2 of 7

Description

(U.S. dollars)

	Rate	Unit
Primary Standard Flow.....	60.00	Day
Single Pen Strip Chart Recorder.....	35.00	Day
SO ₂ Analyzer.....	300.00	Day
SO ₂ Calibration Gas.....	40.00	Day
Testo 350 Portable Analyzer.....	270.00	Day
Total Hydrocarbon Analyzer.....	400.00	Day
TRS Kit.....	100.00	Day
TSP Hi-Vol Sampler.....	30.00	Day
Unheated Sample Line (100 ft.).....	40.00	Day
Universal Control Console (Vost Meter).....	200.00	Day
Volumetric Air Flow Measurement Kit.....	60.00	Day
Field Equipment		
1½-inch Submersible Purge Pump.....	35.00	Day
Alpha Water Bottle (each usage).....	3.00	Use
Area/Velocity Flow Meter.....	35.00	Day
Automatic Sampler with Depth Sensor and Flow Meter.....	60.00	Day
Automatic Sampler.....	30.00	Day
Conductivity Meter.....	17.50	Day
Current Meter Suspension Kit.....	55.00	Day
Data Transfer System (DTU).....	22.00	Day
Depth Sensor/Flow Meter Only.....	30.00	Day
Dissolved Oxygen Meter.....	29.00	Day
Dissolved Oxygen Sensor/Data Logger System.....	30.00	Day
Dissolved Oxygen/Conductivity Meter.....	38.25	Day
Ekman Dredge.....	6.00	Day
Electric Vacuum Pump.....	10.00	Day
Environmental Equipment Shelter.....	2.75	Day
Field Rugged Laptop/Pocket PC.....	25.00	Day
Fluorometer Kit, Model 10-AU.....	240.00	Day
GEM 2000 Landfill Gas Analyzer.....	87.00	Day
Gas Centrifugal Pump.....	26.75	Day
Gas Generator.....	29.00	Day
Gator Diesel Air Compressor.....	60.00	Day
Go-Pro Camera.....	100.00	Day
Hand Vacuum Pump.....	2.30	Day
Hand-held Velocity Flow Meter.....	40.50	Day
Heavy-Duty Weed/Brush Trimmer.....	17.00	Day
HOBO Weather Station.....	21.00	Day
Immunoassay Field Photometer.....	61.50	Day
Kemmerer Vertical Bottle Sampler.....	33.50	Use
LR-24 Electro-Fisher.....	200.00	Day
Measurement and Control Datalogger.....	13.00	Day
Oil, Water Interphase Probe.....	60.00	Day
Peristaltic Pump.....	35.00	Day
Petite Ponar Dredge.....	14.50	Day
pH Meter.....	27.75	Day
Phipps & Bird Jar Tester.....	30.00	Day
Pneumatic Slug Kit.....	9.00	Day



Rental Equipment Rate Schedule—2016

(Alphabetized)

(see general and end notes)

Rev. 01/01/16

Sheet 3 of 7

Description

(U.S. dollars)

	Rate	Unit
Portable Colorimeter	34.75	Day
Portable Doppler or TT Ultrasonic Flow Meter	69.00	Day
Portable Field Scale	15.00	Day
Power Cable for Sodar Equipment.....	167.00	Month
Pressure Transducer.....	40.50	Day
RST Single-Channel Vibrating Wire Data Logger	4.00	Day
Sediment Corer (per sample)	5.75	Use
Seisgun	60.00	Day
Shear Cell	419.00	Day
Sodar Trailer (3-month minimum)	3,000.00	Month
Soil Core Sampler/Bucket Auger.....	29.00	Day
Soil Vapor Apparatus	27.00	Day
Soil Vapor Extraction System with Trailer	135.00	Day
Solar Panel Module w/Charge Controller	12.00	Day
Sontek ADV (Acoustic Doppler Velocimeter)	128.00	Day
Spectrometer UV/VIS Ocean Optics	115.00	Day
Spill Containment Kit	10.00	Day
Split Tube Soil Probe/Hand Auger	12.00	Day
Submersible Pump (SS w/controller)	125.00	Day
Sub-Slab Vapor Sampling Kit.....	50.00	Use
Temperature Datalogger	1.50	Day
Temperature, Level, Conductivity Meter (Solinst)	45.00	Day
.....	15.00	Day
Turbidimeter	25.00	Day
Turbidity Sensor w/Cable, DTS-12.....	43.00	Day
Turbidity, Chlorophyll Sond – DS5X.....	77.00	Day
Underwater Viewing System	60.00	Day
Vibra-coring System (for Jon Boat)	150.00	Day
Vibra-coring System (for Pontoon)	500.00	Day
VW Piezometer/Data Logger Combo	200.00	Use
Water Level/Temperature Probe/Datalogger (Level Troll)	45.00	Day
Water Quality Meter (YSI 556 MPS)	85.00	Day
Well Level Indicator	22.00	Day
WTW 1970i Conductivity Meter.....	85.00	Day
Zooplankton Net	7.00	Day
Zooplankton	145.00	Day
Hardware and Software		
Chemcad	38.00	Hour
Geomos Alarm Package	250.00	Month
Geomos Analyzer.....	200.00	Month
Geomos Now! Web Presentation Software.....	900.00	Month
Geomos Software – Total Station and Control Software.....	2,750.00	Month I-
Site Software.....	63.00	Hour
Metsim.....	35.00	Hour
Total Station Monitoring Package	3,750.00	Month
Vista Data Vision, Presentation Software.....	150.00	Month
Vulcan Software	50.00	Hour



Rental Equipment Rate Schedule—2016

(Alphabetized)

(see general and end notes)

Rev. 01/01/16

Sheet 4 of 7

Description

(U.S. dollars)

	Rate	Unit
Materials and Testing		
Borehole Camera System	140.00	Day
Brass Sieve Set.....	6.00	Day
Chlorophyll a (CHL a).....	60.00	Day
Coarse Sieve Set	10.00	Day
Concrete Air Meter	36.00	Day
Concrete Test Hammer.....	40.50	Day
Cyre Sampler	150.00	Day
Cyre Sampler Push Frame.....	100.00	Day
DL Plus Ultrasonic Kit (37DL, 36DL, 26XTDL).....	62.00	Day
Double Ring Infiltrometer	65.00	Day
Dual-Mass Dynamic Cone Penetrometer.....	50.00	Day
Dye Penetrant Kit	22.00	Day
Filter Press	160.00	Day
Flat Plate Dilatometer.....	500.00	Day
Geomil VST Electrical Vane Tester.....	500.00	Day
Hand Vane Shear.....	98.50	Day
Heavy-Duty Balance	16.00	Day
Horizontal Sample Ejector.....	29.50	Day
Kessler Field Moisture Oven	45.00	Day
Liquid Limit Set.....	7.50	Day
Load Plate Apparatus.....	230.00	Day
Magnetic Crawler	48.00	Day
Magnetic Particle Kit	38.00	Day
Manual Extensometer (Slideminder)	32.00	Day
Metal Thickness Gauge	50.00	Day
Minimate Plus Blast Monitor.....	100.00	Day
Paint Thickness Gauge	15.00	Day
Phytoplankton	145.00	Day
Platform Beam Scale	14.75	Day
Point Load Testing System	78.00	Day
Portable CPT.....	200.00	Day
Power Auger	43.00	Day
Proctor Set	4.50	Day
Resistivity Meter (Ultra Mini-Res).....	110.00	Day
Sample Splitter	5.00	Day
Sand Cone Set.....	10.00	Day
SINCO Inclinator Probe.....	200.00	Day
Soluble Reactive Phosphorus	28.00	Day
Thermal Imaging Camera, Flir E60	170.00	Day
Torvane Shear Device	2.50	Day
Total Dissolved Phosphorus	30.00	Day
Total Nitrogen (TN)	40.00	Day
Total Phosphorus (TP)	23.00	Day
Vertex CPT Equipment.....	593.00	Day
Vibrating Wire Logger SINCO VW2104	24.00	Day
Water Treatment Lab	200.00	Day
Weld Inspection Equipment	12.00	Day



Rental Equipment Rate Schedule—2016

(Alphabetized)

(see general and end notes)

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Description

(U.S. dollars)

	Rate	Unit
Safety		
Emergency Escape Breathing Apparatus (EEBD)	18.00	Day
Aerosol/Dust Monitor (PDR-1000)	67.75	Day
Automatic External Defibrillator (AED)	14.00	Day
Calibration Gas Kit	8.75	Day
CO Monitor (ISC T82)	36.00	Day
Combustible Gas Indicator - O ₂ , LEL, H ₂ S and/or CO Meter	45.00	Day
Confined Space Rescue Retrieval Equipment	295.00	Day
Confined Space Ventilator	54.75	Day
Detector Tube Pump	15.00	Day
Diesel Particulate Monitor Kit FLIR	200.00	Day
Dry Cell Air Flow Calibrator	50.00	Day
Flame Ionization Detector (TVA-1000).....	133.00	Day
Flotation Worksuit	19.75	Day
Full-Face Respirator.....	8.00	Day
H ₂ S Meter (I.S.C. T40)	27.00	Day
Half-Face Respirator	6.00	Day
Helium Detector	55.00	Day
Personal Air Sampling Pump (SKC).....	38.00	Day
Photoionization Detector (10.6eV Lamp)	110.00	Day
Photoionization Detector (11.8eV Lamp)	130.00	Day
RKI Eagle-2 Multi-gas Monitor	105.00	Day
Self-Retracting Lifeline (30').....	56.00	Day
Sound Level Meter	48.75	Day
Supplied Air Breathing System with SCBA	75.50	Day
Survey		
Aquatic Invasive Species Decon System.....	170.00	Day
Bathymetry Survey System - Odom	524.00	Day
Canoe.....	21.75	Day
Cellular Modem	100.00	Month
Cellular Modem Antenna.....	25.00	Month
Chain Saw	23.00	Day
Communication Radios (set)	17.75	Day
Differential GPS System (Trimble)	90.00	Day
Garmin GPS Receiver.....	12.00	Day
GPS Camera Kit (Ricoh 500SE)	22.00	Day
Hand Ice Auger	7.00	Day
Iron Locator	17.50	Day
iPad with R1 GPS Receiver	50.00	Day
Jon Boat & Trailer	52.00	Day
Kayak	35.00	Day
Laser Range Finder	87.00	Day
LCD Depth Locator	11.50	Day
Leica HDS Scan Station Model C10	1,000.00	Day
Leica Structural Monitoring AMTS	97.00	Day
Outboard Motor	46.50	Day
Pontoon Boat Coring Platform	200.00	Day
Power Ice Auger.....	30.00	Day



Rental Equipment Rate Schedule—2016

(Alphabetized)

(see general and end notes)

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Description

(U.S. dollars)

	Rate	Unit
Robotic Total Station	45.00	Hour
RTK GPS Survey System (4-hour minimum)	55.00	Hour
Side Scanning Depth Finder	75.00	Day
Spectra Laser Level	25.00	Day
Survey Set (Level, Tripod and Rod)	20.75	Day
Total Station Survey Set – Complete	116.50	Day
Trolling Motor and Battery	48.00	Day
Utility Locator	41.00	Day
Z-Boat Bathymetry Survey System	150.00	Hour
Vehicles and Trailers		
4WD All-Terrain Vehicle	89.50	Day
Air Sampling Trailer	110.00	Day
Heavy Trailer Towing Mileage (in addition to vehicle mileage at IRS rate)	0.25	Mile
Utility Trailer	35.00	Day
Vehicle – 2WD Field	50.00	Day
Vehicle – 4WD Field	65.00	Day
Vehicle – Cube Truck	80.00	Day
Vehicle – Personal (b)	50.00	Day
Vehicle Mileage (company and personal)	IRS Rate	
Communications and Imaging		
Cellular Telephones, Including Air Time	3.00	Day
Digital Camera	12.00	Day
Video Camera	20.00	Day
Expendable Field Supplies		
1-Liter Hazmat Cooler Packaging	83.00	Each
2-Liter Hazmat Cooler Packaging	102.00	Each
3/8-Inch I.D. PVC Tubing	0.39	Foot
3/8-Inch I.D. Silicone Pump Tubing	6.15	Foot
4-mil Quart Reclosable Bag (pack of 50)	5.15	Pack
5-Gallon Hazmat Packaging	28.00	Each
500-ml Disposable Filtration Apparatus	17.50	Each
Latex Boot Covers	4.95	Pair
Colorimetric Water Analysis Kit (each test)	1.90	Test
Compressed Nitrogen (300 cf)	16.00	Each
Compressed Nitrogen (45 cf)	2.50	Each
Core Tubing – 3" Aluminum	3.50	Foot
Detector Tubes	7.00	Each
Distilled Water (1 gal.)	1.50	Each
Dot Gloves	1.50	Pair
Encore Sampler - 25 Gram	10.00	Each
Fabric Soil Sample Bag	4.30	Each
Fence Post & Hardware for Stream Gages	11.50	Each
Field Book/Construction Diary (large)	20.75	Each
Field Book/Construction Diary (small)	15.50	Each
Five Gallon Pail with Lid	8.75	Each
Hydrochloric Acid (per liter)	13.50	Each
Ice	2.00	Bag
In-Line Groundwater Filter	16.00	Each



Rental Equipment Rate Schedule—2016

(Alphabetized)

(see general and end notes)

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Sheet 7 of 7

Description

(U.S. dollars)

	Rate	Unit
Lath, 4'	25.00	Bundle
Leather Gloves	4.50	Pair
Lock	14.00	Each
Nitrile Gloves – Heavy Duty	2.35	Pair
Paint Can, 1-Gallon Empty	1.25	Each
Paper Towels	2.00	Roll
Pin Flagging (bundle of 100)	14.00	Bundle
Poly-Coated Tyvek Coverall	7.75	Each
PVC-Coated Winter Gloves	8.65	Pair
Respirator Cartridges – OVAG	34.00	Pair
Rock Chip Tray	4.25	Each
Roll Flagging (150')	2.25	Each
Saranex Tyvek Coverall	19.00	Each
Snap Top Sediment Container (8 oz.)	0.70	Each
Spray Paint	5.75	Each
Staff Gauge	49.00	Each
Stakes	21.25	Bundle
Surgical Gloves – Thin Nitrile	0.30	Pair
Tyvek Boot Covers	4.20	Pair
Tyvek/Kleenguard Coverall	6.75	Each
Vapor Pin – Permanent Install Kit	150.00	Each
Weighted Disposable Bailer	5.00	Each
Winter Glove Liner	3.00	Pair
Zooplankton Bottle	1.80	Each

General Notes: Applicable to all Equipment Listed on this Schedule

- 1.) Minimum rental period is 0.5 days unless noted.
- 2.) Rental charges begin on the first day the equipment is used on a project. 3.) Rental charges end on the last day the equipment is used on a project.
- 4.) A 25 percent weekly rate discount will apply to equipment rented on a daily basis for 5 or more days 5.) A 40 percent monthly discount will apply to equipment rented on a daily basis for 20 or more days. 6.) Equivalent equipment/models may be substituted for the items listed.

End Notes: Applicable to Only the Equipment Noted

- a.) Analyzer Support Kit includes the following: Airflow Kit, Heated Sample Line (50'), Heated Sample Line (100'), Gas Conditioner, Heated Filter Box, Single Pen Recorder, Dual Pen Strip Chart, Data Logger, C3/C4 Cal Gases (set), NO_x/SO₂ Cal Gases (set), CO Cal Gases (set), CO₂/O₂ Cal Gas (set of 2), SO₂ Cal Gas (set of 2), C3 Regulator Set, NO_x/SO₂ Regulators (set of 2), and CO/CO₂/O₂ Regulators (set of 2)
- b.) Employee personal vehicles subjected to field, off-site, transport or other severe duty.