



## EXHIBIT A – PREFERRED CLIENT TIME AND MATERIALS RATE SCHEDULE

	JOB CATEGORY	HOURLY RATES		
		Straight Time	Premium Rates	
			Overtime	Holiday Time
L4	Emergency Response Manager	\$167.00	\$251.00	\$334.00
L5	Certified Industrial Hygienist	\$159.00	\$240.00	\$319.00
L6	Project Manager	\$124.00	\$186.00	\$247.00
L9	Senior Health/Safety Specialist	\$107.00	\$161.00	\$215.00
L15	Supervisor/General	\$93.00	\$139.00	\$186.00
L16	Team Leader	\$80.00	\$119.00	\$149.00
L17	Boat Operator	\$91.00	\$136.00	\$182.00
L18	Foreman/General	\$72.00	\$108.00	\$144.00
L20	Equipment Operator	\$72.00	\$108.00	\$144.00
L22	Truck Driver	\$83.00	\$124.00	\$165.00
L24	Technician	\$68.00	\$102.00	\$136.00
L25	Project Accountant	\$60.00	\$90.00	\$120.00
L28	Administrative Assistant	\$44.00	\$65.00	\$87.00
PER DIEM				
L30	Motel (as needed basis)	\$108.00 per person per day		
L31	Per Diem	\$100.00 per day		
L32	Government Projects – Not to Exceed	FAR		
PERSONAL PROTECTIVE EQUIPMENT (PPE)				
PPE1	Level A (per Person) – Includes First SCBA Bottle	\$175.00	per hour	
PPE2	Level B (per Person) – Includes First SCBA Bottle	\$50.00	per hour	
PPE3	Level C (per Person) – Includes First Set of Filters	\$25.00	per hour	
PPE4	Level D (per Person)	\$20.00	per day	
PPE5	Turn Out Gear	\$110.00	per hour	
PPE6	Lock Out/Tag Out Kit	\$10.00	per hour	
PPE7	Full Body Harness	\$12.00	per hour	
PPE8	Emergency Burn Kit	\$72.00	per hour	
PPE9	Blood-Borne Pathogen Kit	\$3.00	per hour	
PPE10	Portable Oxygen	\$4.50	per hour	
PPE11	Safety Rope (up to 100' section)	\$25.00	per hour	
PPE12	Rope Grab	\$7.00	per hour	
PPE13	Cascade Air System	\$19.00	per hour per person	
PPE14	Breathing Air Line	\$0.95	per hour per foot	
PPE15	Escape Pack (5 minute)	\$6.50	per hour	
PPE16	High Pressure Compressor (Grade D)	\$41.00	per hour	
PPE17	Portable H.P. Vessel	\$79.00	per hour	
PPE18	SCBA Bottles - Refill	\$40.00	each	
PPE19	Portable Eye Wash Station	\$8.50	per hour	
PPE20	Air Filtration Panel w/Alarms	\$33.00	per hour	
PPE21	Chest Waders	\$10.00	per hour	
PPE22	First Aid Station	\$7.00	per hour (plus expendables)	
PPE23	Life Jacket	\$5.00	per hour	
PPE24	Cool Vest	\$15.00	per hour	
PPE25	Flash Suits	\$41.00	per hour	
PPE26	Rain Suits	\$6.00	per hour	
PPE27	Nomex Coveralls	\$28.00	per hour	
PPE28	Orange Safety Vests	\$1.00	per hour	
PPE29	Wader Boots	\$6.00	per hour	
PPE30	PVC Steel Toe Boots	\$8.00	per hour	

## EXHIBIT A – PREFERRED CLIENT TIME AND MATERIALS RATE SCHEDULE

PPE31	Steel Toe Rubber Boots	\$6.00	per hour
PPE32	Chemical Boots	\$9.00	per hour
PPE33	Firefighting Boots	\$22.00	per hour
PPE34	Lanyard	\$5.00	per hour
PPE35	Personnel Retrieval Tripod	\$47.00	per hour
PPE36	Personnel Retrieval Winch (up to 50' cable)	\$25.00	per hour <i>(plus rebuild)</i>
PPE37	Personnel Retrieval Winch (51' – 100' cable)	\$50.00	per hour <i>(plus rebuild)</i>
PPE38	Personnel Retrieval Winch (101' – 150' cable)	\$75.00	per hour <i>(plus rebuild)</i>
PPE39	Equipment Winch (up to 50' cable)	\$20.00	per hour <i>(plus rebuild)</i>
PPE40	Equipment Winch (51' – 100' cable)	\$30.00	per hour <i>(plus rebuild)</i>
PPE41	Equipment Winch (101' – 150' cable)	\$40.00	per hour <i>(plus rebuild)</i>
PPE42	D-Ring	\$10.00	per hour
PPE43	Bosun Chair	\$25.00	per hour
PPE44	Self-Retracting Lifeline (up to 50' line)	\$22.00	per hour
PPE45	Self-Retracting Lifeline (> 50' line)	\$37.00	per hour
<b>VEHICLES – ROLLING STOCK</b>			
V1	Mobile Command Center (53')	\$185.00	per hour
V2	Command Center Trailer (30')	\$96.00	per hour
V3	Emergency Response Trailer (12' to 14')	\$60.00	per hour
V4	Emergency Response Trailer (24')	\$90.00	per hour
V5	Emergency Response Trailer (32')	\$105.00	per hour
V6	Chemical Transfer Trailer	\$100.00	per hour
V7	Boom Trailer (Boom not included)	\$53.50	per hour
V8	Emergency Response Truck	\$95.00	per hour
V9	Decontamination Trailer	\$38.00	per hour
V10	End Dump Trailer	\$65.00	per hour
V11	Road Tractor	\$85.00	per hour
V12	Stainless Steel Vac Tanker	\$115.00	per hour
V13	Stainless Steel Tanker	\$100.00	per hour
V14	Vacuum Tanker	\$92.00	per hour
V15	Tank Trailer	\$85.00	per hour
V16	Frame Truck	\$60.00	per hour
V17	10 Ton Boom Truck	\$63.00	per hour
V18	15 Ton Boom Truck	\$67.00	per hour
V19	Service Truck	\$42.00	per hour
V20	Flat Trailer (up to 25 ton)	\$37.45	per hour
V21	Rail (Roll Off) Trailer	\$48.15	per hour
V22	Flat Trailer (25 ton - 55 ton)	\$45.00	per hour
V23	VTU Trailer	\$16.00	per hour
V24	12' - 16' Utility Trailer	\$20.00	per hour
V25	Vacuum Truck (3,000 - 3,500 Gal.)	\$145.00	per hour
V26	Liquid Ring Vacuum Truck	\$175.00	per hour
V27	Air Mover Vacuum Truck w/Rotary Vane	\$200.00	per hour
V28	Hydroblast Truck	\$260.00	per hour
V29	HyRail Vacuum Truck	\$285.00	per hour
V30	Vacuum Truck/Trailer Clean Out Charge	\$400.00	each
V31	Vec Loader (Stainless Steel)/Vac Boss	\$240.00	per hour
V32	Vacuum Trailer (1,200 Gal.)	\$45.00	per hour
V33	Thermal Oxidizer Unit	\$3,200.00	per week
V34	Pick-up Truck (3/4 Ton and 1/2 Ton)	\$18.00	per hour
V35	Pick-up Truck (Crew Cab 3/4 Ton)	\$24.00	per hour
V36	Pick-Up Truck (Crew Cab 1 Ton)	\$19.00	per hour
V37	Pick-up Truck (4 Wheel Drive)	\$22.00	per hour

## EXHIBIT A – PREFERRED CLIENT TIME AND MATERIALS RATE SCHEDULE

V38	Flatbed w/Lift Gate	\$75.00	per hour
V39	1 Ton Flatbed (Crew Cab)	\$24.00	per hour
V40	1 Ton Flatbed (4 Wheel Drive)	\$25.00	per hour
V41	1 Ton Flatbed (Crew Cab/4 Wheel Drive)	\$32.00	per hour
V42	Sport Utility Vehicle	\$25.00	per hour
V43	ATV Vehicles	\$35.00	per hour
V44	Crew Van	\$20.00	per hour
V45	Passenger Sedan	\$20.00	per hour
V46	Box Truck (16' to 24')	\$32.00	per hour
V47	Box Truck (10' to 15')	\$22.00	per hour
V48	Cube Van	\$18.00	per hour
V49	Dump Truck	\$56.00	per hour
V50	Box Trailer	\$10.00	per hour
V51	High Pressure Type C Compressor & Trailer	\$77.00	per hour
V52	Ventilation/Decontamination Trailer	\$200.00	per hour
V53	Fire Truck	\$250.00	per hour
V54	UTV	\$93.00	per hour
V55	Crane Truck	\$225.00	per hour
V56	Vehicle Use - Pick-Ups, Vans, Cars	\$0.68	per mile
V57	Vehicle Use – Large Trucks	\$2.14	per mile
V58	Decontamination Charge	Cost + 20%	
V59	Miscellaneous Rentals	Cost + 20%	
BOATS AND MARINE EQUIPMENT – Maximum charge of 12 Hours per 24 Hour time period, Workboat includes motor			
B1	21 Ft. Seacat - (Twin Screw)	\$90.00	per hour
B2	Sea Doo	\$70.00	per hour
B3	Workboat (50' - 59')	\$200.00	per hour
B4	Workboat (40' - 49')	\$180.00	per hour
B5	Workboat (30' - 39')	\$150.00	per hour
B6	Workboat (20' - 29')	\$48.00	per hour
B7	Workboat (17' - 19')	\$28.00	per hour
B8	Workboat (12' - 16')	\$25.00	per hour
B9	Workboat (up to 12')	\$10.00	per hour
B16	OSRV 65' Crew Workboat	\$350.00	per hour
B17	Anchor (10 - 100 lb.)	\$299.60	each
HEAVY EQUIPMENT – Maximum charge of 12 Hours per 24 Hour time period			
HEQ1	Backhoe 416B <i>or equivalent</i>	\$40.00	per hour
HEQ2	Backhoe 416B - Extend-A-Hoe/4-in-one Bucket <i>or equivalent</i>	\$48.00	per hour
HEQ3	Backhoe 416B - 4WD Extend-A-Hoe/4-in-one Bucket <i>or equivalent</i>	\$54.00	per hour
HEQ4	Backhoe 416C IT <i>or equivalent</i>	\$58.00	per hour
HEQ5	Bobcat <i>or equivalent</i>	\$36.00	per hour
HEQ6	Bobcat Sweeper Attachment <i>or equivalent</i> (when rented with Bobcat)	\$10.00	per hour
HEQ7	Bobcat Sweeper Brush Wear in addition to Sweeper Rental	\$150.00	per inch diameter
HEQ8	Bobcat Fork Attachment <i>or equivalent</i> (when rented with Bobcat)	\$10.00	per hour
HEQ9	Bobcat Trailer <i>or equivalent</i> (when rented with Bobcat)	\$10.00	per hour
HEQ10	5000-Lb Forklift – All Terrain 4 x 4	\$60.00	per hour
HEQ11	Forklift – Telescopic Boom Material Handler	\$50.00	per hour
HEQ12	1/2 Yard Skid Steer	\$50.00	per hour

## EXHIBIT A – PREFERRED CLIENT TIME AND MATERIALS RATE SCHEDULE

HEQ13	JD 544 Rubber Tire Loader <i>or equivalent</i>	\$68.00	per hour
HEQ14	JD 644 Rubber Tire Loader <i>or equivalent</i>	\$92.00	per hour
HEQ15	JD 744 Rubber Tire Loader <i>or equivalent</i>	\$156.00	per hour
HEQ16	CAT 943 Track Loader <i>or equivalent</i>	\$59.00	per hour
HEQ17	CAT 953 Track Loader <i>or equivalent</i>	\$89.00	per hour
HEQ18	CAT 963 Track Loader <i>or equivalent</i>	\$105.00	per hour
HEQ19	Mini Excavator	\$49.00	per hour
HEQ20	PC 150 Excavator <i>or equivalent</i>	\$78.00	per hour
HEQ21	PC 220 Excavator <i>or equivalent</i>	\$117.00	per hour
HEQ22	PC 300 Excavator <i>or equivalent</i>	\$130.00	per hour
HEQ23	D4 Bulldozer <i>or equivalent</i>	\$69.00	per hour
HEQ24	D5 Bulldozer <i>or equivalent</i>	\$78.00	per hour
HEQ25	D6 Bulldozer <i>or equivalent</i>	\$111.00	per hour
HEQ26	Hydraulic Drum/Claw Grappler	\$48.00	per hour
HEQ27	Double Barrel Fork Lift Grappler	\$10.00	per hour
HEQ28	Hydraulic Shears 490 Ton	\$165.00	per hour
HEQ29	Hydraulic Shears 200 Ton	\$81.00	per hour
HEQ30	Hydraulic Ho-Ram 215/330	\$35.00	per hour
HEQ31	Hydraulic Ho-Ram 580	\$19.00	per hour
HEQ32	Hydraulic Ho Ram Bobcat	\$13.00	per hour
HEQ33	Hydraulic Power Pack	\$115.00	per hour
HEQ34	Man Lift - Scissor to 26'	\$27.00	per hour
HEQ35	Man Lift - Snorkel to 40'	\$44.00	per hour
HEQ36	Drill Rig - Mobile B47	\$260.00	per hour
HEQ37	Drill Rig - Mobile B53, 4WD	\$330.00	per hour
HEQ38	Geoprobe Direct Push Sampler	\$240.00	per hour
HEQ39	Pressure Grouting Machine	\$260.00	per hour
HEQ40	Beach Tech 2000	\$345.00	per hour
HEQ41	Beach Tech 3000	\$428.00	per hour
HEQ42	Farm Tractor (< 50 HP)	\$55.00	per hour
HEQ43	Farm Tractor (50 - 90 HP)	\$75.00	per hour
HEQ44	Farm Tractor (91 - 150 HP)	\$120.00	per hour
HEQ45	Brush Hog	\$30.00	per hour
HEQ46	Remote Control Slope Mower	\$210.00	per hour
HEQ47	Maintenance & Mobilization	Cost + 20%	
RECOVERY / TREATMENT / STORAGE EQUIPMENT – Maximum charge of 12 Hours per 24 Hour time period			
R1	72" Barrel Skimmer	\$182.00	per hour
R2	36" Barrel Skimmer	\$100.00	per hour
R3	Manta Ray Skimmer	\$68.00	per hour
R4	Duck Bill Skimmer	\$37.00	per hour
R5	High Speed Weir Skimmer 450 HP	\$150.00	per hour
R6	Oil Mop w/100' x 4" Mop	\$59.00	per hour
R7	24" Barrel Skimmer	\$108.00	per hour
R8	Up to 17" Containment Boom (per foot)	\$2.80	per day
R9	18" Containment Boom (per foot)	\$3.50	per day
R10	Shower Filtration Pump	\$6.00	per hour
R11	Centrifugal Pump	\$40.00	per hour + REBUILD
R12	Pneumatic Pump	\$44.00	per hour + REBUILD
R13	B-K Hand Pump	\$9.00	per hour + REBUILD
R14	GrandFos 2" Redi-flo Pump	\$18.00	per hour + REBUILD
R15	1" Electric Pump	\$8.00	per hour + REBUILD
R16	1" Polypropylene Pump	\$16.00	per hour + REBUILD
R17	1-1/2" Double Diaphragm Pump	\$29.00	per hour + REBUILD

## EXHIBIT A – PREFERRED CLIENT TIME AND MATERIALS RATE SCHEDULE

R18	Submersible (2") Pump	\$37.00	per hour + REBUILD
R19	2" Viton Pump	\$44.00	per hour + REBUILD
R20	2" Stainless Steel Diaphragm Pump	\$31.00	per hour + REBUILD
R21	2" Diaphragm Pump	\$31.00	per hour + REBUILD
R22	2" Trash Pump	\$24.00	per hour + REBUILD
R23	3" Diaphragm Pump	\$35.00	per hour + REBUILD
R24	3" Stainless Steel Pump	\$38.00	per hour + REBUILD
R25	3" Trash Pump	\$28.00	per hour + REBUILD
R26	4" Trash Pump	\$35.00	per hour + REBUILD
R27	4" Diaphragm Pump	\$38.00	per hour + REBUILD
R28	1" Reg. Suction Hose ( $\leq 25'$ section)	\$20.00	per hour
R29	Corken Pump	\$107.00	per hour + REBUILD
R30	Rotary Vain Pump (3")	\$82.00	per hour + REBUILD
R31	$\frac{3}{4}$ " – 1" Acid Hose	\$20.00	per foot per day
R32	Air Tool Hose	\$2.00	per foot per day
R33	Industrial Water Hose	\$1.00	per foot per day
R34	Fire Hose	\$13.80	per foot per day
R35	2" Discharge Hose	\$4.00	per foot per day
R36	3" Discharge Hose	\$7.00	per foot per day
R37	2" Chemical Suction Hose	\$33.00	per foot per day
R38	3" Chemical Suction Hose	\$52.00	per foot per day
R39	2" Reg. Suction Hose	\$8.00	per foot per day
R40	3" Reg. Suction Hose	\$12.00	per foot per day
R41	4"/6" Reg. Suction Hose	\$19.00	per foot per day
R42	4"/6" Chemical Suction Hose	\$65.00	per foot per day
R43	Flex Vacuum Hose (Up to 6" diameter)	\$6.00	per foot per day
R44	6" Aluminum Vacuum Pipe ( $\leq 10'$ section)	\$26.75	per calendar day
R45	6" Aluminum Fittings (90's, 45's, etc.)	\$55.64	per calendar day
R46	6" Aluminum Wye's	\$133.75	per calendar day
R47	Hydraulic Hose ( $\leq 100'$ section)	\$107.00	per calendar day
R48	Steam Hose ( $\leq 20'$ section)	\$64.20	per calendar day
R49	Anhydrous Ammonia Hose ( $\leq 20'$ section)	\$294.25	per calendar day
R50	Liquefied Petroleum Gas Hose ( $\leq 20'$ section)	\$321.00	per calendar day
R51	Monel/Chlorine Hose ( $\leq 20'$ section)	\$749.00	per calendar day
R52	Polyethylene, Cross Link Hose ( $\leq 20'$ section)	\$230.05	per calendar day
R53	Teflon, Rubber Jacketed Hose ( $\leq 20'$ section)	\$508.25	per calendar day
R54	Teflon, Stainless Steel Wrapped Hose (1") ( $\leq 20'$ section)	\$347.75	per calendar day
R55	Teflon, Stainless Steel Wrapped Hose (2") ( $\leq 20'$ section)	\$642.00	per calendar day
R56	Stainless Steel Transfer Hose (2") ( $\leq 20'$ section)	\$321.00	per calendar day
R57	Stainless Steel Transfer Hose (1") ( $\leq 20'$ section)	\$214.00	per calendar day
R58	Truck Mounted Compressor	\$22.00	per hour
R59	10 – 15 CFM Air Compressor	\$17.00	per hour
R60	125 CFM Air Compressor	\$18.00	per hour
R61	185 CFM Air Compressor	\$21.00	per hour
R62	375 CFM Air Compressor	\$30.00	per hour
R63	825 CFM Compressor	\$54.00	per hour
R64	Corken Compressor	\$137.00	per hour + REBUILD
R65	Boiler (up to 40 HP)	\$225.00	per hour
R66	Boiler (40 - 75 HP)	\$300.00	per hour
R67	Digital Tachometer	\$3.00	per hour
R68	Standard Fittings Charge for Transfer	\$69.00	per hour



## EXHIBIT A – PREFERRED CLIENT TIME AND MATERIALS RATE SCHEDULE

R69	Inert Purging System (nitrogen not included)	\$27.00	per hour
R70	Betts Emergency Unloading Fixture	\$96.00	per hour
R71	Holding Pool 10K (w/o Liner)	\$30.00	per hour
R72	Holding Pool 50K (w/o Liner)	\$56.00	per hour
R73	Flash Mixer	\$8.00	per hour
R74	Fuel Cell (50 Gal.)	\$10.00	per hour
R75	Poly/Steel Tank 250 to 500 Gal.	\$7.00	per hour
R76	Poly Tote 250 to 350 Gal.	\$18.00	per hour
R77	Poly Tank 501 to 1,000 Gal.	\$14.98	per calendar day
R78	Poly Tank 1,001 to 2,000 Gal.	\$21.94	per calendar day
R79	Frac Tank Containment	\$65.00	per calendar day
R80	Poly Tank 2,501 to 5,000 Gal.	\$57.78	per calendar day
R81	21,000 Gallon Frac Tank	\$90.95	per calendar day
R82	21,000 Gallon Frac Tank Stainless	\$288.90	per calendar day
R83	Roll Off Box	\$48.15	per calendar day
R84	Sludge Box	\$107.00	per calendar day
R85	Hazwaste Box	\$80.25	per calendar day
R86	Vacuum Box	\$133.75	per calendar day
R87	Drum Vacuum - single head	\$32.00	per hour
R88	Drum Vacuum - dual head	\$38.00	per hour
R89	Mixing Bucket Attachment	\$65.00	per hour
R90	Mobile Groundwater Treatment Unit	\$190.00	per hour
R91	Mobile Liquid Ring Groundwater Treatment Unit	\$275.00	per hour
R92	Oil Water Separator (10 GPM)	\$95.00	per hour
R93	2" Portable Bag Filter (100 GPM)	\$180.00	per hour
R94	Carbon Filter (800 - 1,200 lb.)	\$130.00	per hour
R95	Carbon Filter (400 lb.)	\$95.00	per hour
R96	Carbon Filter (200 lb.)	\$75.00	per hour
R97	Haz Hammock	\$55.00	per hour
R98	Skim Pack	\$80.00	per hour
R99	Brush Skimmer	\$125.00	per hour
R100	LP Boiler	\$225.00	per hour
R101	Hose & Equipment, Cleaning, Repair	Cost + 20%	
<b>MISCELLANEOUS EQUIPMENT – Maximum charge of 12 Hours per 24 Hour time period</b>			
ME1	Tent	\$28.00	per hour
ME2	Portable Light Stand	\$37.00	per hour
ME3	Intrinsically Safe Light	\$18.00	per hour
ME4	Light Plant	\$38.00	per hour
ME5	Water Heater	\$9.00	per hour
ME6	Space Heater	\$12.00	per hour
ME7	Pipe Threader/Tripart Pipe Stand/Roller Stand	\$47.00	per hour
ME8	Portable Lights	\$5.00	per hour
ME9	Water Cooler	\$2.00	per hour
ME10	Safety Fence	\$1.00	per foot per hour
ME11	Air Tank	\$2.00	per hour
ME12	Drain Pan	\$2.00	per hour
ME13	Pump Sprayer	\$5.00	per hour
ME14	Mop Bucket	\$3.00	per hour
ME15	Drill	\$5.00	per hour
ME16	Sawzall	\$5.00	per hour
ME17	Pig Tail	\$4.00	per hour
ME18	Sand Blaster	\$19.00	per hour
ME19	350 AMP Welder	\$45.00	per hour

## EXHIBIT A – PREFERRED CLIENT TIME AND MATERIALS RATE SCHEDULE

ME20	Cutting Torch	\$3.00	per hour
ME21	GFCI Plugs	\$4.00	per hour
ME22	GFI Circuit Panel Boards	\$16.00	per hour
ME23	Battery Charger	\$8.00	per hour
ME24	Generator - Up to 5 KW	\$27.00	per hour
ME25	Generator - 6-30 KW	\$45.00	per hour
ME26	Generator - 30-50 KW	\$60.00	per hour
ME27	Generator - 51-100 KW	\$75.00	per hour
ME28	Extension Cords (Each)	\$3.00	per hour
ME29	Grounding Cable & Rod (Each)	\$10.00	per hour
ME30	Airless Sprayer - Standard	\$10.00	per hour
ME31	Airless Sprayer - 30 to 1	\$22.00	per hour
ME32	Airless Sprayer - 45 to 1	\$29.00	per hour
ME33	Steam Cleaner	\$41.00	per hour
ME34	Pressure Cleaner – 2,500 psi	\$48.00	per hour
ME35	Hot Water Pressure Washer 3,000/4,000 psi	\$53.00	per hour
ME36	High Pressure Washer - 10,000 psi (28 gal/min)	\$110.00	per hour
ME37	High Pressure Washer - 10,000 psi (70 gal/min)	\$148.00	per hour
ME38	Scaffolding & Rigging (Per Section)	\$7.00	per hour
ME39	Air Blower	\$4.00	per hour
ME40	Roof Saw	\$34.00	per hour
ME41	Chain Saw	\$15.00	per hour
ME42	Skill Saw	\$6.00	per hour
ME43	Cut Off Saw	\$34.00	per hour
ME44	Weedeater	\$6.00	per hour
ME45	Power Broom - Handheld	\$40.00	per hour
ME46	Street Broom - Ride On 8'	\$60.00	per hour
ME47	Sod Cutter	\$12.00	per hour
ME48	Mechanical Tamper	\$50.00	per hour
ME49	Wind Resistant DOT Sign Stand	\$12.00	per hour
ME50	Lane Closure Sign	\$4.00	per hour
ME51	DOT Barrel with Base	\$2.00	per hour
ME52	36" DOT Traffic Cone	\$1.50	per hour
ME53	Stop/Slow Hand Held Sign	\$1.00	per hour
ME54	Traffic Flags	\$1.00	per hour
ME55	Triangle Reflector	\$1.00	per hour
ME56	Ventilator	\$20.00	per hour
ME57	Triangle Flare Kit	\$2.00	per hour
ME58	Drum Wrench	\$2.00	per hour
ME59	Infrared VAT Machine	\$20.00	per hour
ME60	Concrete Saw (Walk Behind)	\$22.00	per hour
ME61	Shop Vac	\$3.00	per hour
ME62	Mercury Vac	\$35.00	per hour
ME63	HEPA Vac	\$22.00	per hour
ME64	Back Vac	\$11.00	per hour
ME65	AFD/Negative Air Machine (w/o Filters)	\$19.00	per hour
ME66	Non-Sparking Tool Set <i>(reconditioning additional, if required)</i>	\$38.00	per hour
ME67	Tanker Tapping Kit	\$41.00	per hour
ME68	Dome Clamps (Each)	\$8.00	per hour
ME69	Midland Kit	\$195.00	per hour
ME70	"A", "B", or "C" Kit	\$135.00	per hour
ME71	Tank Cleaning Nozzles 2"	\$18.00	per hour
ME72	Tank Cutter	\$5.00	per hour

## EXHIBIT A – PREFERRED CLIENT TIME AND MATERIALS RATE SCHEDULE

ME73	Demolition Hammer	\$32.00	per hour
ME74	Floor Scrubber	\$12.00	per hour
ME75	Inert Gas Powered Tools (Each)	\$41.00	per hour
ME76	Air Tools (Each)	\$6.00	per hour
ME77	Debris Cart	\$4.00	per hour
ME78	Wheelbarrow	\$2.00	per hour
ME79	Pallet Jack	\$12.00	per hour
ME80	Step Ladders	\$2.00	per hour
ME81	Extension Ladders	\$6.00	per hour
ME82	Quick Frame II	\$850.00	per hour
ME83	Quick Frame III	\$1,275.00	per hour
ME84	Pro Mag VI	\$3,300.00	per hour
ME85	Fuel Cans	\$2.00	per hour
ME86	Blast Protection Shield	\$32.00	per hour
ME87	Cylinder Containment Device	\$200.00	per hour
ME88	Cylinder Tapping Device	\$400.00	per hour
ME89	Drum Dolly	\$6.00	per hour
ME90	Drum Lifter	\$7.00	per hour
ME91	Drum Opener (Remote)	\$63.00	per hour
ME92	Drum Sling	\$9.00	per hour
ME93	Drum Hoist	\$8.00	per hour
ME94	Portable Shower	\$9.00	per hour
ME95	Portable Latrine	\$12.00	per hour
ME96	Rotary Brush & Air Wash System	\$27.00	per hour
ME97	Carpet Extractor (4 Gallon)	\$22.00	per hour
ME98	Air Mover Fan	\$9.00	per hour
ME99	Wall Drying Device	\$34.00	per hour
ME100	Dehumidifier	\$26.00	per hour
ME101	Air Scrubber (Filters not included)	\$47.00	per hour
ME102	Fire Extinguisher	\$5.00	per hour
ME103	Field/Brush Mower	\$23.00	per hour
ME104	Intrinsically Safe Snake Camera	\$100.00	per hour
ME105	Miscellaneous	Cost + 20%	
MATERIALS/DISPOSABLES			
M1	Sandblasting Sand (50 Lb.)	\$35.00	each
M2	Filtration Sand (No. 20)	\$27.50	each
M3	Carbon GAX (40 - 50 Lb. Bag)	\$264.00	each
M4	Oil Pillows	\$10.00	each
M5	Kwik Clean Sorbent	\$46.00	bag
M6	Oil Snare on Rope	\$121.00	each
M7	Oil Snare	\$105.50	each
M8	Absorbent Roll	\$242.00	each
M9	Absorbent Sweep	\$154.00	bale
M10	Absorbent Clay (50 Lb.)	\$16.50	each
M11	Citric Acid (50 Lb.)	\$168.50	each
M12	Hydrochloric Acid	\$7.50	gallon
M13	Lime (Bag)	\$22.00	each
M14	Lime, Posi/Kiln (Drum)	\$264.00	each
M15	Oil Dry (Bag)	\$11.00	each
M16	Vermiculite (Bag)	\$24.00	each
M17	Soda Ash (50 Lb. Bag)	\$49.50	each
M18	Sodium Hypochlorite Solution, 15%	\$10.50	gallon
M19	Sulfamic Acid (50 Lb.)	\$62.50	bag



## EXHIBIT A – PREFERRED CLIENT TIME AND MATERIALS RATE SCHEDULE

M20	Sulfur Powder	\$87.00	bag
M21	Oil Gator (30 Lb. Bag)	\$55.00	each
M22	Sphag – Oil Sorb (Bag)	\$35.00	each
M23	Acid Gator (25 Lb. Bag)	\$51.50	each
M24	Gator Wash/Shure Solve/Citra Solve	\$99.00	gallon
M25	Stabilizers & Inhibitors	\$38.50	gallon
M26	12 x 16 Tarp	\$38.50	each
M27	Caution Tape	\$35.00	each
M28	Decon Chamber	\$286.00	each
M29	Decon Pod 35 Gal.	\$330.00	each
M30	Decon Pool 100 Gal.	\$165.00	each
M31	Towels	\$9.00	each
M32	Spray Adhesive	\$18.50	each
M33	Encapsulant (Gallon)	\$20.00	each
M34	Mastic Remover (Gallon)	\$20.00	each
M35	Glovebag	\$29.50	each
M36	Asbestos Bag Printed - 6 Mil	\$4.50	each
M37	Trash Bag	\$2.00	each
M38	Detergent	\$10.00	each
M39	Cotton Rags (per pound)	\$3.50	each
M40	Acid Socks	\$44.00	each
M41	Petroleum Socks	\$22.00	each
M42	3" x 4" Mini-Boom	\$82.50	each
M43	Absorbent Pads – Chemical	\$16.50	each
M44	Trash Can	\$31.00	each
M45	5 Gallon Bucket	\$16.50	each
M46	5 Gallon Biohazard Disposal Package	\$269.50	each
M47	610 Polyethylene	\$88.00	each
M48	420 Polyethylene	\$66.00	each
M49	620 Polyethylene	\$181.50	each
M50	1020 Polyethylene	\$192.50	each
M51	10,000 Gallon PVC Pool Liners	\$407.00	each
M52	25,000 Gallon PVC Pool Liners	\$871.00	each
M53	50,000 Gallon PVC Pool Liners	\$1,181.50	each
M54	Poly Bags - 6 Mil	\$3.50	each
M55	Duct Tape	\$13.00	each
M56	DOT & Hazardous Waste Labels	\$5.50	each
M57	Cubic Yard Box	\$119.00	each
M58	Cubic Yard Box Liner	\$75.00	each
M59	Fluorescent Tube Box 4'	\$39.50	each
M60	Fluorescent Tube Box 8'	\$43.00	each
M61	Flex Pack Cubic Yard	\$183.50	each
M62	55 Gallon Drum Liners - 10 Mil	\$6.50	each
M63	Roll Off Liners	\$82.50	each
M64	17H/E 55 Gallon Drums	\$104.50	each
M65	17H/E 55 Gallon - Reconditioned Drums	\$71.50	each
M66	Fiber Drums - 5 Gallons	\$59.50	each
M67	Fiber Drums – 30 to 40 Gallons	\$71.50	each
M68	15 Gallon Poly/Steel Drums	\$60.50	each
M69	20 Gallon Poly/Steel Drums	\$66.00	each
M70	30 Gallon Poly/Steel Drums	\$78.00	each
M71	55 Gallon Poly Drums	\$88.00	each
M72	85 Gallon Recovery Drums - Steel	\$248.50	each

## EXHIBIT A – PREFERRED CLIENT TIME AND MATERIALS RATE SCHEDULE

M73	95 Gallon Recovery Drums - Plastic	\$313.50	each
M74	330 Gallon Tote	\$715.00	each
M75	Absorbent Boom - Disposable - 4"	\$99.00	each
M76	Absorbent Boom - Disposable - 5"	\$235.50	each
M77	Absorbent Boom - Disposable - 8"	\$193.50	each
M78	Absorbent Pads (Bundle)	\$137.50	each
M79	50 Micron Filters	\$11.00	each
M80	25 Micron Filters	\$12.00	each
M81	5 Micron Filters	\$27.50	each
M83	Neoprene Gloves	\$15.50	each
M86	Natural Rubber Gloves (Pair)	\$45.00	each
M87	Nitrile Gloves (Pair)	\$21.50	each
M88	Silver Shield Gloves (Pair)	\$40.50	each
M90	Butyl Gloves	\$44.00	each
M91	PVC or PVA Gloves	\$44.00	each
M92	Nomex Gloves	\$123.00	each
M93	Acid Suits	\$181.50	each
M94	Polypropylene Suit	\$7.50	each
M95	Coated Tyvek Suit	\$33.00	each
M96	Tyvek Suit	\$12.50	each
M97	Level A Suits	\$1,210.00	each
M98	Level B Suits	\$478.50	each
M99	CPF2 Bonded Suit	\$53.50	each
M100	CPF2 Taped Suit	\$48.50	each
M101	Saranex/with hoods	\$31.00	each
M102	Saranex/without hoods	\$24.00	each
M105	Fire Extinguisher - Recharge	\$44.00	each
M106	CO <sub>2</sub> Bottle Recharge	\$33.00	each
M107	Hazard Tape (Roll)	\$38.50	each
M108	Plug & Patch Kit	\$104.50	each
M109	Wood Plug Kit	\$82.50	each
M110	SP3 Cartridges	\$16.50	each
M111	OVP 100 Cartridges	\$20.00	each
M112	P100 Dust/Mist Respirator Filter	\$29.50	pair
M113	Combination Cartridges	\$24.00	each
M114	Acid Gas Cartridges	\$21.00	each
M115	CL/MV Cartridges	\$66.00	each
M116	Mercury Cartridges	\$42.00	each
M117	Mersorb, P-100	\$51.50	each
M118	HEPA Vacuum Bags	\$302.50	each
M119	Primary AFD Filters	\$5.50	each
M120	Secondary AFD Filters	\$11.00	each
M121	HEPA AFD Filters	\$165.00	each
M122	Splash Shields	\$6.50	each
M123	Caution Signage	\$11.00	each
M124	Batteries	\$2.00	each
M125	Decontamination Pools	\$132.00	each
M126	Decontamination Tool Drop Pools	\$9.00	each
M127	Decontamination Brushes	\$6.50	each
M128	Silicone Sealant (Tube)	\$5.00	each
M129	Liquid Nails (Tube)	\$5.00	each
M130	Butyl Sealant (Tube)	\$6.00	each
M131	Mold & Mildew Spray Protectant (5 Gallons)	\$165.00	each

## EXHIBIT A – PREFERRED CLIENT TIME AND MATERIALS RATE SCHEDULE

M132	Disinfectant Cleaner (5 Gallons)	\$77.00	each
M133	Evaporator Coil Cleaner	\$75.00	per gallon
M134	Biosolve	\$82.50	per gallon
M135	Microblaze	\$84.50	per gallon
M136	Duct Liner Adhesive / Insulation Sealer (5 Gallons)	\$297.00	each
M137	Fungicidal Protective Coating (5 Gallons)	\$418.00	each
M138	Bioremediation Accelerator	\$17.50	per pound
M139	Rupture Discs - General	\$99.00	each
M140	Rupture Disc – 2.5" ICD	\$158.50	each
M141	Rupture Disc – 3" ICD	\$183.50	each
M142	Safety Glasses (Replacement)	\$22.00	each
M143	Goggles/Face Shield	\$31.00	each
M144	Chemical Classifier Strip	\$29.50	each
M145	EPDM Nozzle Gasket (18" – 20")	\$82.50	each
M146	Viton Nozzle Gasket (18" – 20")	\$286.00	each
M147	Manway Gasket	\$412.50	each
M148	pH Paper	\$26.50	per package
M149	Sample Container	\$3.50	per hour
M150	Monitoring Cassettes	\$17.50	each
M151	Coliwasa Tubes	\$25.50	each
M152	1 Quart Sample Container Kit	\$99.00	per hour
M153	Detector Tubes	\$82.50	each
M154	Personnel Monitoring Badges (per contaminant)	\$110.00	each
M155	Swipe Sample Collection Kit	\$462.00	each
M156	Smart Ticket	\$209.00	each
M157	Half-Face Negative Pressure Respirator (w/o cartridges)	\$38.50	each
M158	Full-Face Negative Pressure Respirator (w/o cartridges)	\$231.00	each
M159	Powered Air Purifying Respirator	\$495.00	each
M160	Mercury Spill Kit	\$203.50	each
M161	Chemical Tape	\$78.00	each
M162	Disposable Flex Pipe 6", 100 ft. roll	\$375.00	each
M163	Disposable Flex Pipe 4", 100 ft. roll	\$300.00	each
M164	Top Soil (12 yard minimum)	\$33.00	per yard
M165	Backfill Soil (12 yard minimum)	\$27.00	per yard
M166	Crush & Run Stone (12 ton minimum)	\$44.15	per ton
M167	Rip Rap Stone (12 ton minimum)	\$57.00	per ton
M168	Railroad Ballast or equivalent (12 ton minimum)	\$65.75	per ton
M169	#57 Washed Stone or equivalent (12 ton minimum)	\$52.50	per ton
M170	Miscellaneous	Cost + 20%	
MONITORING/SAMPLING EQUIPMENT AND MATERIALS – Maximum charge of 12 Hours per 24 Hour time period			
M/SE1	PID Meter	\$24.00	per hour
M/SE2	Portacount	\$45.00	per hour
M/SE3	Audio Dosimeter	\$17.00	per hour
M/SE4	Rotometer	\$12.00	per hour
M/SE5	Monometer	\$16.00	per hour
M/SE6	Soil Sample Kit	\$20.00	per hour
M/SE7	Level A Suit Test Kit	\$29.00	per hour
M/SE8	Sample Cooler	\$4.00	per hour
M/SE9	Area Monitors (each)	\$10.00	per hour
M/SE10	Chemical Guidance Manuals	\$4.00	per hour
M/SE11	Hand Auger Stainless Steel	\$5.00	per hour
M/SE12	Sludge Sampler	\$5.00	per hour
M/SE13	Scales	\$3.00	per hour

## EXHIBIT A – PREFERRED CLIENT TIME AND MATERIALS RATE SCHEDULE

M/SE14	pH, SC Probes, Meter	\$5.00	per hour
M/SE15	Water Level Indicator	\$2.00	per hour
M/SE16	Pressure Transducer – week minimum	\$600.00	per week
M/SE17	Data Logger - minimum 4 day rental	\$140.00	per day
M/SE18	Toxic Gas Detectors (Individual Gas)	\$9.00	per hour
M/SE19	Free Product Probe	\$4.00	per hour
M/SE20	Automatic Sampler	\$44.00	per hour
M/SE21	Surveying Equipment	\$19.00	per hour
M/SE22	Sampler Pans (Stainless Steel)	\$2.00	per hour
M/SE23	Tank Sampling Device	\$9.00	per hour
M/SE24	Personnel Air Sampling Pumps ( <i>Low &amp; Medium Flow</i> )	\$8.00	per hour
M/SE25	High Volume Air Sampling Pump	\$20.00	per hour
M/SE26	Sample Pump Calibrator	\$11.00	per hour
M/SE27	Oxygen Detector	\$9.00	per hour
M/SE28	Explosion Meter	\$9.00	per hour
M/SE29	Drager Pump	\$6.00	per hour
M/SE30	Mono-Tox Detector	\$16.00	per hour
M/SE31	4 Gas Meter	\$36.00	per hour
M/SE32	Hazardous Characterization Kit	\$245.00	per test
M/SE34	GPS Unit	\$9.00	per hour
M/SE35	Weather Station	\$6.00	per hour
M/SE36	Binoculars	\$6.00	per hour
M/SE37	PID w/3 Gas Meter	\$51.00	per hour
M/SE38	Radiation “Pancake” Meter	\$27.00	per hour
M/SE39	Chlorine Monitor	\$16.00	per hour
M/SE40	Mercury Monitor	\$75.00	per hour
M/SE41	Heat Stress Monitor – WBGT	\$33.00	per hour
M/SE42	HAZMAT Drager CMS Monitor	\$50.00	per hour
M/SE43	IAQ Anderson 6 stage impactor	\$32.00	per hour
M/SE44	IAQ, CO, O <sub>2</sub> , Temperature, RH Monitor	\$32.00	per hour
M/SE45	FID Meter	\$31.00	per hour
M/SE46	Organic Vapor Analyzer	\$27.00	per hour
M/SE47	Ground Field Resistance Meter	\$38.00	per hour
M/SE48	Infrared Non-Contact Thermometer	\$11.00	per hour
M/SE49	TestNet Equipment	\$275.00	per hour
M/SE50	Radiation Personal Dosimeter	\$27.00	per hour
<b>LABORATORY AND ANALYTICAL</b>			
<b>GC/MS Organics</b>			
LA1	Volatile Organics/Water	\$170.00	per test
LA2	Volatile Organics/Soil (soil kit included)	\$194.00	per test
LA3	SVOCs/Water (full list)	\$325.00	per test
LA4	SVOCs/Soil (full list)	\$335.00	per test
LA5	Acid Extractables Only/Water	\$275.00	per test
LA6	Acid Extractables Only/Soil	\$225.00	per test
LA7	Base/Neutral Extractables Only/Water	\$205.00	per test
LA8	Base/Neutral Extractables Only/Soil	\$197.00	per test
LA9	Volatile TICs/Water, Soil (library search)	\$30.00	per test
LA10	Semi-Volatile TICs/Water, Soil (library search)	\$30.00	per test
<b>GC and HPLC Organics</b>			
LA11	Polynuclear Aromatic Hydrocarbons (PAHs)/Water	\$225.00	per test
LA12	Polynuclear Aromatic Hydrocarbons (PAHs)/Soil	\$235.00	per test
LA13	Chlorinated Pesticides Only/Water	\$175.00	per test
LA14	Chlorinated Pesticides Only/Soil	\$145.00	per test

## EXHIBIT A – PREFERRED CLIENT TIME AND MATERIALS RATE SCHEDULE

LA15	Herbicides/Water	\$275.00	per test
LA16	Herbicides/Soil	\$300.00	per test
LA17	PCBs Only/Water, Oil	\$105.00	per test
LA18	PCBs Only/Soil	\$145.00	per test
LA19	Volatile Halocarbons/Water	\$90.00	per test
LA20	Volatile Halocarbons/Soil	\$103.00	per test
LA21	Volatile Aromatics/Water	\$90.00	per test
LA22	Volatile Aromatics/Soil	\$102.00	per test
<b>UST Analyses</b>			
LA23	BTEXMN/Water	\$84.00	per test
LA24	BTEXMN/Soil	\$88.00	per test
LA25	VOCs/Water	\$175.00	per test
LA26	EDB/Water	\$82.00	per test
LA27	TPH-GRO/Water	\$90.00	per test
LA28	TPH-GRO/Soil	\$114.00	per test
LA29	TPH-DRO/Water	\$80.00	per test
LA30	TPH-DRO/Soil	\$84.00	per test
LA31	Oil and Grease/Water	\$80.00	per test
LA32	Oil and Grease/Soil	\$84.00	per test
LA33	With Silica Gel Clean Up/Water	\$90.00	per test
LA34	With Silica Gel Clean Up/Soil	\$90.00	per test
LA35	Methane, Ethane, Ethene/Water	\$200.00	per test
LA36	VPH/Water	\$100.00	per test
LA37	VPH/Soil	\$135.00	per test
LA38	EPH/Water	\$210.00	per test
LA39	EPH/Soil	\$225.00	per test
<b>Metals</b>			
LA40	ICP, Single Elements/Water	\$30.00	per test
LA41	ICP, Single Elements/Soil	\$34.00	per test
LA42	ICP, 2-3 Elements/Water	\$30.00	per element
LA43	ICP, 2-3 Elements/Soil	\$35.00	per element
LA44	ICP, 4 or More Elements/Water	\$21.00	per element
LA45	ICP, 4 or More Elements/Soil	\$27.00	per element
LA46	Cold Vapor (Hg)/Water	\$40.00	per test
LA47	RCRA Metals (As, Ba, Cd, Cr, Pb, Hg, Se, Ag)/Water	\$144.00	per test
LA48	RCRA Metals (As, Ba, Cd, Cr, Pb, Hg, Se, Ag)/Soil	\$148.00	per test
LA49	Priority Pollutant Metals (Sb, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Tl, Zn)/Water	\$230.00	per test
LA50	Hexavalent Chromium/Water	\$65.00	per test
LA51	Hexavalent Chromium/Soil	\$75.00	per test
<b>Waste Characterization</b>			
LA52	Ignitability (Flash Point-PMCC)	\$100.00	per test
LA53	Corrosivity (pH)	\$20.00	per test
LA54	Paint Filter Test	\$30.00	per test
LA55	Reactive Cyanide	\$84.00	per test
LA56	Reactive Sulfide	\$84.00	per test
LA57	PCBs (In Oil)	\$130.00	per test
<b>Toxicity Characteristic Leaching Procedure (TCLP)</b>			
LA58	TCLP Extraction	\$70.00	per test
LA59	Zero Headspace Extraction	\$70.00	per test
LA60	Volatiles	\$170.00	per test
LA61	Base/Neutral/Acid Extractables	\$370.00	per test



## EXHIBIT A – PREFERRED CLIENT TIME AND MATERIALS RATE SCHEDULE

LA62	Pesticides	\$156.00	per test
LA63	Herbicides	\$312.00	per test
LA64	Metals (Including Hg)	\$144.00	per test
LA65	Full TCLP	\$1,292.00	per test
Rush Requests (7 to 10 Working Days Standard Turn)			
LA66	5 Working Days	2.00 x	
LA67	4 Working Days	2.50 x	
LA68	3 Working Days	2.75 x	
LA69	2 Working Days	3.00 x	
LA70	1 Working Day	3.50 x	
LA71	Same Day	Quote	
Miscellaneous			
LA72	Miscellaneous Tests (without a line item)	Cost + 20%	
DISPOSAL			
D1	Drum Storage (Each)	\$25.00	per day
D2	Non-Haz Solids Disposal	\$185.00	per drum
D3	Non-Haz Solids Disposal	\$60.00	per ton
D4	Non-Haz Liquids Disposal	\$0.60	per gallon
D5	Non-Haz Sludge Disposal	\$225.00	per ton
D6	Non-Haz Cubic Yard Box Disposal	\$565.00	each
D7	Non-Haz Liquids Disposal	\$537.00	per tote
D8	Non-Haz Liquids Disposal	\$125.00	per drum
D9	Bio-Hazardous Disposal	\$450.00	per drum
D10	Waste Transportation	Cost + 20%	
D11	Miscellaneous Non-Haz Disposal	Cost + 20%	
D12	Hazardous Waste Disposal	Cost + 20%	
FUEL CHARGES			
F1	Fuel Surcharge	In Accordance With Paragraph 19 of the Reimbursement Terms & Conditions	
SUBCONTRACTORS			
S1	Subcontractors	Cost + 20%	
INSURANCE AND BONDING			
I1	Performance Bonds (if required)	4% of All Costs	
Reimbursement Terms and Conditions			
Reimbursement terms and conditions shall be as set forth in the Reimbursement Terms and Conditions for Time and Materials Contracts attached hereto and incorporated herein by reference.			



## REIMBURSEMENT TERMS AND CONDITIONS FOR TIME AND MATERIALS CONTRACTS

All listed unit rates for labor categories and equipment items in HEPACO's Time and Materials Rate Schedule shall apply whenever such labor and/or equipment are required by the nature of the work, or by the Client, to be either in direct use or available for use. All charges are on a "portal-to-portal" basis from our office and/or equipment, vehicle, and personnel dispatch points. Specific terms and conditions for reimbursement of direct job costs are discussed below.

**1. Mobilization/Demobilization**

Rolling stock equipment (i.e., vehicles and trailers) and direct labor are charged to the project on a "portal-to-portal" basis. Also, all direct expenses associated with mobilization or demobilization, such as those incurred for crane rental or supply shipment, are billed directly to the Client, plus HEPACO's standard mark-up as shown on the Time and Materials Rate Schedule.

**2. Per Diem**

HEPACO pays each of its field workers a per diem when he or she is involved in job-related work and travels more than 50 miles from his or her work base. Full per diem covers breakfast, lunch, dinner, laundry, and incidental expenses.

**3. Lodging Costs**

HEPACO always seeks the most reasonably priced, practical lodging accommodations for its field crews. HEPACO crews are usually lodged two per room, except when accommodations for gender are required or in special circumstances approved by the Client. Supervisors, Project Managers, and other Senior Managers are lodged one per room. The Client is billed directly for all lodging costs plus HEPACO's standard mark-up as shown on the Time and Materials Rate Schedule.

**4. Premium Rates**

Time-and-one-half on Saturdays, before 7:00 A.M. or after 4:00 P.M., and/or after employee has exceeded 40 hours or if transferred from another location. Holiday rates apply on Sundays and all legal holidays. Minimum of 4 hours per employee plus the daily rate (4 hour minimum) per vehicle and/or related equipment call out charge.

**5. Materials and Expenses**

HEPACO charges for inventoried itemized materials at the rates listed on the Time and Materials Rate Schedule based upon current market conditions. If market conditions fluctuate and the prices of expendable items increase, HEPACO will invoice for such items on a Cost Plus twenty percent (20%) basis. Materials not generally obtained from inventory and not itemized on the Time and Materials Rate Schedule but purchased for the work are billed at their direct cost plus the mark-up shown on the Time and Materials Rate Schedule. Likewise, all direct expenses not itemized on the rate schedule but incurred as part of the work, such as subcontracted services, are billed at cost plus the listed mark-up. Insurance and Bonding is billed as shown on the Time and Materials Rate Schedule under Insurance and Bonding.

**6. Stand-By**

HEPACO guarantees a minimum of 40 hours pay per week to its non-exempt employees when they are assigned to, and present on, a project. Therefore, labor stand-by due to adverse weather conditions or to delays incurred through no fault of HEPACO or its subcontractors will result in labor charges at Straight Time Rates for all stand-by hours up to 8 hours per day and 40 hours per week per worker. In addition, stand-by hours shall accrue toward overtime charges in the same manner as straight time work (see Item 4). During such periods, HEPACO may at its own discretion, demobilize workers if no adverse effect on job performance is caused. In such cases, the Client shall not be further charged for stand-by costs of such workers. The Client may request that workers be demobilized, but in such cases shall be responsible for demobilization costs and remobilization costs if required to properly conduct the project.

**7. Project Management Charges**

HEPACO assigns a Project/Response Manager to every project. HEPACO's Project/Response Managers are experienced professionals who are responsible for directing HEPACO field supervisors, obligating company resources to a project, and providing technical guidance to projects. Clients are billed for reasonable time and expense spent or incurred by the Project/Response Managers due to periodic site visits, Client-requested meetings, and other activities deemed necessary to assure a properly run project. Additional Project/Response Managers or supervisory personnel may be assigned as deemed necessary by HEPACO.

**8. HEPACO Personnel**

HEPACO personnel will be billed to the contract for the time required to mobilize, service, repair, coordinate, administer, demobilize, and restock all vehicles and equipment used in the performance of the contract (whether performed on or off site). These rates apply to HEPACO personnel and all personnel supervised on the project by HEPACO or its affiliates, whether HEPACO employees, HEPACO subsidiaries, or leased or temporary labor. Travel time for personnel shall be billed at the corresponding rate in the Time and Materials Rate Schedule.

In the event any personnel scheduled above are engaged to provide testimony in any court, arbitration, or administrative proceeding, the rate for such person while testifying either at a deposition or hearing shall be two (2) times the hourly rate specified in the Time and Materials Rate Schedule.

**9. Terms of Payment**

All monies due and payable upon receipt of invoice. Payment not received by the 14th day will accrue interest of 18% per annum or the maximum finance charge allowed by law, whichever is less. Any attorney's fees, collection fees, arbitration fees, or other costs incurred in collecting any delinquent account shall be paid by the Client. Any time spent by HEPACO or its subsidiaries or affiliates in the collection of delinquent accounts shall be invoiced in accordance with the Time and Materials Rate Schedule and shall be paid by the Client.

Client shall, within seven (7) days of receipt of an invoice, communicate in writing to HEPACO any invoice errors, discrepancies, or disputes. The written notice must specifically state the portion in dispute and describe the dispute in such detail that HEPACO has full notice of the dispute. Client hereby agrees that failure to provide such written notice within seven (7) days of the invoice date constitutes waiver of any such dispute. If such communication is not made within this seven day period, the invoice will be deemed to be approved and shall be paid. If an error, discrepancy or dispute is identified, then the parties will endeavor to resolve it within an additional four (4) days. If no resolution is made within this time, the disputed amount will be excepted from the total invoice amount. The balance of the invoice shall be deemed approved and Client shall promptly pay such portion.

Under no circumstances shall the opinion or analysis of adjusters, auditors, consultants or other third parties have any bearing on the terms of payment. This includes, but is not limited to, the amounts owed to HEPACO by Client in accordance with the contract documents and the HEPACO Time and Materials Rate Schedule, as well as the time frames for notices and payment.

All claims, disputes, and other matters in question arising out of, or relating to, this Contract or any subcontract made or purchase order issued pursuant to this Contract, or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association in effect as of the date of this Agreement.

Notice of demand for arbitration shall be filed in writing with the American Arbitration Association and upon all proposed parties to such proceeding, and shall be filed within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event shall be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter will be barred by the applicable statute of limitations. Any arbitration proceeding will be conducted in Charlotte, Mecklenburg County, North Carolina. The arbitration hearings will begin within 180 days of the date the demand for arbitration is served and continue on successive business days until completed. The prevailing party shall be entitled to recover not only attorney fees, but also the costs of the arbitration proceedings, including the fees paid to the American Arbitration Association and the arbitrators, witness fees, and the cost of preparing demonstrative exhibits. Notwithstanding the foregoing, Client acknowledges and agrees that Contractor retains the option to seek payment from the National Pollution Funds Center or Oil Spill Liability Trust Fund as previously set forth herein.

Where Client's Authorized Representative (or someone authorized by him or her for such purpose) has signed any daily reports submitted by HEPACO showing charges for any days, such charges shall be deemed accepted by Client for all purposes hereunder, and Client thereby waives the right to later object that such charges are invalid. (Provided, the absence of such daily reports and/or Client approval of such reports shall in no way relieve Client of its duty to pay for Work performed.)

Upon HEPACO's written request, at any time, Client shall furnish reasonable evidence satisfactory to HEPACO that sufficient funds are available and committed for the cost of the Work. Where such evidence is not furnished, HEPACO is not required to commence or continue any Work, or may, if such evidence is not presented within a reasonable time, not to exceed two (2) days, terminate this Agreement. Upon such termination, HEPACO shall be entitled to payment for all work performed to the date of termination, all stored materials, all restocking charges, the cost of demobilization, and reasonable overhead and profit on the work performed.

**10. Small Tools**

Specialty tools or hardware purchased for job specific tasks which are not itemized on the HEPACO Time and Materials Rate Schedule shall be billed at cost plus twenty percent (20%).

**11. Permits and Access**

Client shall secure and pay for all necessary approvals, easements, orders, assessments, permits, and charges required for the Work to be performed and for HEPACO to have legal access to the Project Site. Any right-of-way provided by Client to/from the most convenient public way shall be sufficient to bear the weight of HEPACO's equipment and vehicles reasonably required to perform the Work. Client, and not HEPACO, shall be responsible for any changes required to be made to any private pavement or accompanying subsurface of any route used in the Work, and for repairs to roadways and right-of-way caused by normal wear and tear during the performance of the Work. Contractor shall be entitled to reimbursement for any costs incurred as a result of encumbrances, conditions different from the conditions described by the client or differing substantially from what would normally be encountered in performing work under this agreement. These costs, if any, will be invoiced at cost plus twenty percent (20%).

**12. Protective Equipment**

Protective equipment such as hard hats, safety goggles, safety shields, steel toe boots, and the use of respirators are included in Level A, B, C, and D charges. Replacement items, disposable or specialty suits, gloves, etc. will be billed separately under Materials.

**13. High Hazards**

High hazard/reactive/explosive/cylinder rates apply to projects involving: explosives or explosion risk; fire fighting or risk of fire; Level A, Level B Personal Protective Equipment; gas or chemical transfer, uncontrolled events, unknown materials, actual or suspected Weapons of Mass Destruction (WMD) events; and/or handling of highly hazardous materials. Applicability of High Hazard rates will be at the sole determination of HEPACO based on project conditions.

**14. Jones Act/USL&H**

If the contract requires labor to be performed over, adjoining, and/or in water such that the U.S. Longshoremen's and Harbor Workers' insurance or Jones Act insurance apply, then an additional fee of twenty percent (20%) of total invoiced labor costs for the Work will be added to compensate for U.S. Longshoremen's and Harbor Workers' insurance or Jones Act insurance and related risks attendant to the work when contract requires labor to be performed over, adjoining and/or in water.

**15. Equipment**

The charges for operators to operate the equipment are not included in these rates and will be charged under the appropriate labor category. The rental rates do not include pick up, delivery, fuel, oil and grease, tarps, damages beyond reasonable wear and tear, and/or demurrage. HEPACO will invoice charges for all itemized equipment utilized or available for use on the project per the Time and Materials Rate Schedule, regardless of whether the equipment is owned by HEPACO or rented equipment. Items that are not itemized in the Time and Materials Rate Schedule, or for which there is no applicable rate in the Time and Materials Rate Schedule, will be invoiced at cost plus twenty percent (20%). There is a four (4) hour minimum charge for any equipment mobilized for the project, utilized at the project site, or available for use at the project site. Equipment that becomes damaged beyond economical repair, and is not the sole fault of HEPACO, will be replaced at Client's expense with no mark-up.

**16. Delegation and Assignment**

HEPACO may, at any time, delegate orally or in writing, the performance of the Work, or any portion thereof. Any such delegation (such as subcontracting, laboratory work, or services) shall not operate to relieve HEPACO of its responsibilities hereunder, for which HEPACO shall remain obligated to Client.

**17. Safety**

HEPACO shall take necessary precautions and provide adequate safeguard for the safety of its employees and shall comply with applicable provisions of Federal, State, and local safety laws. HEPACO shall have no responsibility for the elimination or abatement of safety hazards created, or otherwise resulting from, work at the Project Site carried on by other persons or firms directly employed by Client as separate contractors or by Client's employees and agents. Client agrees to cause any such separate contractors, employees, and/or agents to fully comply with all applicable provisions of Federal, State, and local safety laws and/or regulations, and to comply with all reasonable requests and directions of HEPACO for the elimination or abatement of any such safety hazard at the Project Site.

**18. Confidentiality**

All reports, documentation, invoices, or other work product generated by HEPACO, its subsidiaries, vendors, suppliers, subcontractors, or affiliates will be kept in strict confidence by the Client. Dissemination of any such information to any third party shall not be permitted without the written consent of HEPACO. Reasonable requests for such permission will not be withheld. Release of such information to third parties will not operate to relieve the Client of any obligations under the contract or terms, including obligations for full payment of all HEPACO invoices.

Without prior consent from Client, HEPACO shall keep confidential all information, including all maps, data, reports, and other written or oral information relating to the Work, received from the Client, as well as the substance of any report, test, recommendation, information or advice that HEPACO provides to the Client in connection with the Work provided under this Agreement. In the event HEPACO is required by law, regulation, subpoena or court or administrative order to disclose any information deemed to be confidential, HEPACO may disclose such information so long as it provides written notification to the Client upon a good faith determination that it is so required or upon receipt of the subpoena or court order.

**19. Fuel Surcharge**

A variable Energy and Security Recovery Fee will be applied to the invoice for vehicles, trailers and storage vessels, heavy and light equipment, and pump line items in the Time and Materials Rate Schedule. This fee will fluctuate with the DOE national average on-highway diesel fuel price; however, there will be no adjustment to the fee during an individual project. Fees will be calculated for an individual project based upon the DOE national average on-highway diesel fuel price on the first day of the project. In the event that the average price equals or exceeds \$2.50 per gallon, a surcharge beginning at one percent (1%) will be applied. For every five cent increase above \$2.50 per gallon, the surcharge applied will increase by 0.5%. Should fuel prices drop below \$2.50 per gallon, no surcharge would apply.

**20. Federal Motor Carrier Safety Administration Compensation Schedule**

In compliance with Federal Motor Carrier Safety Administration regulation (49 CFR Part 395), in the event a HEPACO commercial driver exceeds hours of service within a duty period performing activity for the Client, the following compensation schedule will be applicable to the Client for invoicing purposes:

- A reset charge of 50% of the Truck Driver (L22) rate will be invoiced to Client for all applicable off-duty time with a maximum of ten (10) hours.
- Applicable Lodging (L30) and Per Diem (L31) charges will be invoiced to Client.
- Subsequent travel will be invoiced to Client at full rates upon reset completion.

**21. Tax**

Client agrees to fully compensate Contractor for all taxes related to the provision of services performed.