

### **Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, HACSM shall pay Contractor based on the following fee schedule and terms:

#### **FEE**

The total amount for this Agreement shall not exceed \$249,700. This total amount will not be exceeded without a written amendment executed by the Parties.

<b>Task</b>	<b>Estimated Fee</b>
Task 1 <b>Indoor Air and Sub Slab Sampling Work Plan</b>	<b>\$13,100</b>
Task 2 <b>Building Surveys</b> Field Investigation (Sampling and Equipment, assume up to two days to complete)	<b>\$18,340</b>
Task 3 <b>Indoor and Ambient Air Sampling</b> Field Investigation (Sampling and Equipment, assume up to two days to complete) Indoor and Ambient Air Laboratory Analysis	<b>\$45,550</b> \$27,150 \$18,400
Task 4 <b>Sub-Slab Sampling</b> Field Investigation (Sampling and Equipment, assume up to three days to complete) Sub- Slab Laboratory Analysis	<b>\$52,100</b> \$35,500 \$16,600
Task 5 <b>Indoor Air and Sub Slab Tech Memo</b>	<b>\$37,600</b>
Task 6 <b>Meetings and Consultation</b>	<b>\$20,050</b>
Task 7 <b>Groundwater Investigation Scoping and Work Plan</b>	<b>\$38,160</b>
Task 8 <b>Groundwater Investigation and Letter Report</b>  Field Investigation (Drill Rig, Permit, Sampling and Equipment, assume two days to complete) Groundwater Analysis  Groundwater Investigation Letter Report	<b>\$24,800</b>  \$15,500 \$4,300 \$5,000
<b>Total</b>	<b>\$249,700</b>

BILLING CATEGORY	HOURLY BILLING RATE
Technician - Level I	85
Technician - Level II	130
Technician - Level III	140
Staff Personnel - Level I	145
Staff Personnel - Level II	160
Staff Personnel - Level III	170
Senior Staff Personnel - Level I	175
Senior Staff Personnel - Level II	185
Senior Staff Personnel - Level III	200
Project Personnel - Level I	215
Project Personnel - Level II	230
Project Personnel - Level III	240
Senior Project Personnel - Level I	255
Senior Project Personnel - Level II	285
Associate/Senior Project Personnel - Level III	305
Senior Associate	320
Principal	335
Senior Principal	375

- Managing Principals are billed at \$425/hour.
- Senior Consultants are billed at \$360/hour.
- At any level, personnel may be engineers, geologists, hydrogeologists, landscape architects, regulatory specialists, scientists, planners, toxicologists, wetland specialists, etc.
- Litigation related services, including expert testimony, court appearances, depositions, etc. are billed at 1.5 times the above rates. The services will be billed at a minimum of 4 hours for up to one half day and a minimum of 8 hours for services over 4 hours.
- Langan reserves the right to make adjustments for individuals within these classifications as may be necessary by reason of promotion, and to increase our hourly billing rates due to annual salary increases.

#### **Consultant Equipment Rental Rates**

Automobiles, Vans, and Small Trucks (travel time plus time on site) \$20 per hour/\$160 per day. Nuclear Moisture-Density Gauge \$15 per hour

#### **Computer Services**

Our in-house computer usage is billed on a time used basis at the following rates:

CADD, GIS and Terrain Modeling Programs  
Engineering Programs/Digitizing

Rate per Hour  
\$30  
\$25

#### **Surveying Services**

See survey-specific Schedule of Fees and Conditions

#### **Subcontractor/Subconsultant Costs**

All subcontracted services including lab tests and analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 15%.

**Reimbursable Expenses Professional Liability and Related Insurance** A surcharge of 4% will be added to the invoice total to cover the cost of Professional Liability Insurance and related costs of insurance.

### **In-House Laboratory Tests**

Laboratory testing will be billed at unit rates depending on the type of test. A schedule of unit prices for standard laboratory tests will be furnished upon request. Engineering soil and/or rock samples will be stored for 90 days without charge and will be discarded, or returned to the client, unless otherwise requested by the client. Sample storage past 90 days will be billed at \$10.00 per box per month.

### **Health and Safety and Other Special Field Equipment**

Special equipment such as nuclear densitometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, and respirator cartridges will be billed on a daily rate. PID's and similar safety and/or monitoring equipment will be billed on daily, weekly or monthly rates. A rate schedule will be provided upon request.

### **Other Expenses**

All expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence and other project related expenses will be billed at cost plus 10%. Car mileage is billed at current IRS rates.

### **Prevailing Wage**

If applicable, prevailing wage premium will be added to the rates stated above.

### **Terms**

Invoices are payable within 30 days. Service charge of 1.5% /mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.

### **Amount and Method of Disbursement**

Funding provided in the Agreement is to be used by HACSM to reimburse Contractor for performing activities described in Exhibit A. No funding provided under this Agreement shall be used to support Contractor's general administration costs. In consideration of the services described in Exhibit A and subject to the terms of the Agreement, HACSM shall reimburse Contractor in accordance with the procedures below.

Contractor shall submit a request for reimbursement or payment and back-up documentation to HACSM for purposes of obtaining reimbursement under the Agreement. Upon receipt, review, and approval of invoice and back-up documentation, HACSM will reimburse Contractor for actual costs incurred for services rendered/incurred. Contractor must provide HACSM with documentation and assurances described below that the costs were appropriate to the request for reimbursement and consistent with the budget described in Exhibit A.

Contract shall submit all back-up documentation electronically to HACSM. HACSM reserves the right to request hard copies of invoice documentation or a summary of documentation plus scanned/emailed

support materials as a condition of HACSM review and approval. In all cases, Contractor shall make documentation records available for HACSM review upon request.

In no even shall HACSM reimburse Contractor for any payments exceeding the total amount stated in Paragraph 3 "Payment" of this Agreement. Contractor's requests for reimbursement or payment submitted to HACSM must be from an authorized representative of Contractor. By submitting request for reimbursement/ payment, Contractor certifies that the specific services for which reimbursement or payment is being requested have been satisfactorily completed, that the payments are proper, and that all funds to be expended are exclusively for the activity or services described in Exhibit A. HACSM reserves the right to verify such completion either prior to or after reimbursement or payment has been made to Contractor.

#### **Questionable Reimbursement Request**

In the event of a questionable payment request, HACSM will state in writing the specific nature of its objections to Contractor's work. HACSM will also specify what actions or changes are necessary to make the work acceptable. Contractor shall respond to HACSM within 15 calendar days of receipt of such objections. The Parties shall meet to discuss such objections at the request of either party. HACSM will not be obligated to make a payment of any billing until any and all objections to the adequacy of the services rendered or the amount of the billing have been resolved.