

**AGREEMENT BETWEEN  
TERRA CONSULTING, LLC  
AND  
CITY OF ANN ARBOR  
FOR  
PROFESSIONAL SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48107 ("City"), and **Terra Contracting, LLC**, a Michigan Corporation with its address at **5787 Stadium Drive, Kalamazoo, MI 49009**, ("Consultant"), agree this \_\_\_\_ day of \_\_\_\_\_, 2012, as follows:

The Consultant agrees to provide professional services to the City under the following terms and conditions:

**I. DEFINITIONS**

Administering Department means **Systems Planning Unit**.

Contract Administrator means **Jennifer Lawson**, acting personally or through any assistants authorized by the Director of the Administering Department.

Project means **Spill Response Services – RFP831**.

**II. DURATION**

This agreement shall become effective on **November 1, 2012**, and shall remain in effect until satisfactory completion of the Services specified above unless terminated as provided for in this agreement.

**III. SERVICES**

- A. The Consultant agrees to provide Spill Response Services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original agreement.
- B. Quality of Services under this agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Consultant shall perform its Services for the Project in compliance with all applicable laws, ordinances and regulations. Unless otherwise noted, the Consultant

shall perform its Services in accordance with the City's Public Services Department Standard Specifications.

- D. The Consultant may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

#### IV. COMPENSATION OF CONSULTANT

- A. The Consultant shall be paid on the basis of reasonable time spent and materials used at the rates and prices specified in Exhibit B for acceptable work performed and acceptable Deliverables received. The total fee to be paid the Consultant for the Services shall not exceed \$ 50,000.00. Payment shall be made following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be on the basis of reasonable time spent and reasonable quantities of materials used, according to the schedule of rates in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered reasonable under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

#### V. INSURANCE/INDEMNIFICATION

- A. The Consultant shall procure and maintain during the life of this Contract, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:
  - 1. Professional liability insurance protecting the Consultant and its employees in an amount not less than \$1,000,000.
  - 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident

Bodily Injury by Disease - \$500,000 each employee

Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.
\$2,000,000	Per Job General Aggregate
\$1,000,000	Personal and Advertising Injury
  4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
  5. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- B Insurance required under V.A.3 and V.A.4 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. In the case of all Contracts involving on-site work, the Consultant shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that

the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Consultant supplies a copy of the endorsements required on the policies. Upon request, the Consultant shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Consultant shall deliver proof of renewal and/or new policies to the Administering Department at least ten days prior to the expiration date.

- D. Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- E. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Consultant shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortuous acts or omissions by the Consultant or its employees and agents occurring in the performance of this agreement.

## VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Consultant agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, Exhibit C.
- B. Living Wage. The Consultant is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code; to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this agreement are working; to maintain records of compliance; if requested by the City, to provide documentation

to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23. A copy of selected provisions of Chapter 23 of the Ann Arbor City Code is attached as Exhibit D. The current living wage rates under Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3) of the Ann Arbor City Code, is \$8.97 an hour for a covered employer that provides employee health care to its employees and \$10.52 and hour for a covered employer that does not provide health care to its employees.

#### VII. WARRANTIES BY THE CONSULTANT

- A. The Consultant warrants that the quality of its Services under this agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services it is to provide pursuant to this agreement.
- C. The Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this agreement.

The Consultant warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

#### VIII. TERMINATION OF AGREEMENT

- A. This agreement may be terminated by either party without further notice in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of the breach.
- B. The City may terminate this agreement if it decides not to proceed with the Project by notice pursuant to Article XII. If the Project is terminated for reasons other than the breach of the agreement by the Consultant, the Consultant shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

#### IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Consultant access to the Project area and other City owned properties as required to perform the necessary Services under this agreement.

- B. The City shall notify the Consultant of any defects in the Services of which the Contract Administrator has actual notice.

#### X. ASSIGNMENT

- A. The Consultant shall not subcontract or assign any portion of the services without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Consultant shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Consultant shall retain the right to pledge payment(s) due and payable under this agreement to third parties.

#### XI. NOTICE

All notices and submissions required under this agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the Administering Department, care of the Contract Administrator.

#### XII. CHOICE OF LAW

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Consultant and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement.

#### XIII. CONFLICT OF INTEREST

Consultant certifies it has no financial interest in the Services to be provided under this agreement other than the compensation specified herein. Consultant further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this agreement.

#### XIV. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the

prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties and circumstances.

**XV. EXTENT OF AGREEMENT**

This agreement represents the entire understanding between the City and the Consultant and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this agreement. This agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

**XVI. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this agreement, all documents prepared by the Consultant, including tracings, drawings, estimates, specifications, field notes, investigations, studies and reports shall become the property of, and, at the option of the City, be delivered to, the City. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Consultant.

**FOR CONSULTANT**

By \_\_\_\_\_  
Its: \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
John Heiftje, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, Clerk

**Approved as to substance**

\_\_\_\_\_  
Steven D. Powers, City Administrator

\_\_\_\_\_  
Craig Hupy, P.E., Public Services Area  
Administrator

**Approved as to form**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

Exhibit A  
Scope of Service

See the attached Statement of Availability/Approach, which is incorporated herein.



### Statement of Availability/Approach

Terra is fully capable of providing the services required to address an Emergency Environmental Spill Response. Terra has an entire division devoted solely to this division of work. The managers associated with Emergency Response are available 24-7 to address issues from minor cleanup projects to environmental catastrophes. The average response time for an environmental spill in the City of Ann Arbor would be approximately 30-45 minutes, depending on the location of the spill. During this window, a Project Manager (PM) would be deployed to the site from Terra's Romulus, Michigan Office (or the nearby vicinity if the spill occurred at night and the employee is at home). Once on the site, an assessment will be conducted by the PM and additional crews and equipment will be deployed to mediate the situation accordingly.

The onsite PM will be responsible for overseeing all Terra operations and will ensure the work is carried out without delays. Additionally, this individual will be responsible for communicating with a City of Ann Arbor representative to provide updates and progress reports, as requested. By assigning a PM to the project, Terra crews can address the work using a multi-stage approach. The PM is responsible for delegating to the various laborers and operators assigned to the site; this improves efficiency and productivity. Dispatching a PM to the site and allowing this individual to manage all components of the project ensures multiple tasks can be completed at a single time by different crews/equipment. During the entire project, the PM will also be responsible for overseeing all quality control measures. All Terra employees abide by a Corporate Quality Control/Quality Assurance Plan. This document provides a point of reference for all information related to quality issues that could arise in the field. For all projects assigned to Terra by the City of Ann Arbor, the QC/QA Plan would be used to ensure the work is completed thoroughly and at the high standards set forth by Terra.

It should also be noted that Terra employs an aggressive cost/schedule tracking and management program that is based on strict adherence to daily reporting. The necessary information is created and tracked in the field and transferred to the corporate office on a daily basis. The corporate financial support team enters the data into a financial management system and reports are generated daily. These reports allow real-time analysis of cost, production, and schedule related factors. This allows the project's management team to react to changing conditions and make changes quickly and efficiently in order to maximize the resources being applied to the project. In addition, various payroll reports can be quickly generated, as necessary, to comply with contract requirements. This system allows management to track the job based on both cost and schedule, and to make the appropriate adjustments early on before a problem gets out of hand. This approach is particularly critical when completing emergency response projects because time management is crucial.

Exhibit B  
Schedule of Fees

See the attached schedule of fees dated July 17, 2012, which is incorporated herein.

\$17,351.

Terra Contracting, LLC  
Exceptional Environmental Services

(866) 354-8963  
www.terracontracting.net

Prepared For: City of Ann Arbor  
Date Prepared: July 17, 2012

**CONFIDENTIALITY NOTICE**

This price schedule is prepared for the aforementioned client. It is intended for the exclusive use of said client and its business with Terra Contracting. It is anticipated that this rate schedule will be shared with others within the aforementioned company, however, this rate schedule is not intended for the viewing, copying or distribution to any other company, person or any other entity without the expressed written consent of Terra Contracting.

Management		S/T	O/T	D/T
Project Manager / Incident Commander		\$ 80.00	\$ 104.00	\$ 128.00
Technical Services		\$ 60.00	\$ 60.00	\$ 60.00
Field Personnel		S/T	O/T	D/T
Site Superintendent		\$ 65.00	\$ 84.50	\$ 104.00
Site Health & Safety		\$ 57.00	\$ 74.10	\$ 91.20
Confined Space Rescue Technician		\$ 57.00	\$ 74.10	\$ 91.20
Sample Technician		\$ 52.00	\$ 67.60	\$ 83.20
Operator / Driver		\$ 52.00	\$ 67.60	\$ 83.20
Field Technician		\$ 47.00	\$ 61.10	\$ 75.20
Site Administration		\$ 37.00	\$ 48.10	\$ 59.20
Reports and Travel				
Per diem and Overnight	(If applicable)	\$ 100.00	Per Person	Per Day
Incident Report, Documents, Photos on CD		\$ 250.00	Per Report	
PPE				
Level D	Hard Hat, Steel Toe Shoes, Safety Glasses, Safety Vest	N/C	Per Person	Per Hour
Level C	As above plus chemical protective clothing	\$ 25.00	Per Person	Per Hour
Level B		\$ 45.00	Per Person	Per Hour
Level A		Quoted per occurrence		
Nomex		\$ 75.00	Per Person	Per Day
Fire Gear		\$ 250.00	Per Person	Per Day
Additional AG/OV Cartridges		\$ 25.00	Set	
Mercury Cartridges		\$ 30.00	Set	
Metatarsal and Steel Toe Haz Mat Boots		\$ 25.00	Set	
SCBA or SAR Pack		\$ 125.00	Day	
Air cylinder refill (2 Hr Minimum)		\$ 75.00	Hour	
Equipment		Description	RATE	UNIT
Emergency Response Equipment				
Spill Response Unit			\$ 500.00	Day
Additional hours on above unit			\$ 75.00	Hour
Spill Support Truck			\$ 350.00	Day
Additional hours on above unit			\$ 50.00	Hour
Transportation and Storage Equipment			RATE	UNIT
Containment	12' X 50'		\$ 53.30	Day
Containment	12' x 12'		\$ 26.00	Day
Drum Truck	10-15 Drum Capacity		\$ 37.70	Hour
Drum Truck	20-40 Drum Capacity		\$ 55.90	Hour
Drum Truck	80-100 Drum Capacity		\$ 72.80	Hour
Frac Tanks	20,000 gallons		\$ 84.50	Day
Poly Tanks	1,000 - 1,500 Gallon		\$ 14.30	Day
Road Tractor			\$ 68.90	Hour
Road Tractor, Winch Truck			\$ 123.50	Hour
Roll-off Box	20 cubic yard		\$ 11.05	Day
Roll-off Box	30 - 40 cubic yard		\$ 11.70	Day
Roll-off Truck			\$ 68.90	Hour
Roll-off Truck w/ Pup			\$ 102.70	Hour
Roll Off Package Liner and Tarp			\$ 75.00	Each
Support Vehicle	3/4 to 1 ton Pickup or Passenger Van		\$ 175.00	Day
Support Vehicle	1 ton Stake Truck		\$ 175.00	Day
Support Vehicle	2.5 ton Service Truck		\$ 325.00	Day
Vacuum Box	25 cubic yard.		\$ 42.90	Day

INTEGRITY SAFETY CUSTOMER FOCUS INTENSITY TRAINING TEAMWORK

Industrial Vacuum and Pipe Cleaning Equipment		RATE	UNIT
Vacuum Truck, Pumper	3,000-3,500 Gallon Vacuum Trucks	\$ 80.00	Hour
Vacuum Truck, Blower	3,000 gal. SS Vacuum Truck - USDOT Vessel - 27" Vacuum	\$ 95.00	Hour
Vacuum System, Skidmount	In-plant, skid mounted wet vacuum machine - 15" Vacuum	\$ 39.00	Hour
Industrial Vacuum Loader	Wet/Dry - 27/28" Vacuum @ 4,800-5,500 CFM	\$ 106.60	Hour
Industrial Vacuum Loader	Wet/Dry - 28" Vacuum @5,500 CFM, Sound Suppression System	\$ 119.60	Hour
Remote Reel	Track mounted reel for remote pipe cleaning	\$ 36.40	Hour
Jet Trailer	Trailer mounted jet cleaner	\$ 46.80	Hour
Hydro-Excavator	Wet/Dry - 27/28" Vacuum @ 4,800-5,500 CFM	\$ 150.80	Hour
Vacuum Tanker	6,000 Gallon Stainless Vacuum Tanker	\$ 100.00	Hour
Vacuum Tanker	9,600 Gallon Vacuum Tanker	\$ 95.00	Hour
Dyna-Vac	70 Gallon	\$ 33.80	Hour
Hose, Plastic	4"	\$ 1.00	Foot
Hose, Plastic	6"	\$ 1.50	Foot
Hose, Vacuum	2"-6"	\$ 1.00	Foot
Pipe Trailer		\$ 84.50	Day
Sewer Cleaning and Inspection Equipment		RATE	UNIT
CCTV Truck	(IBEK System)	\$ 123.50	Hour
Lateral Camera	(In addition to CCTV Truck)	\$ 101.40	Hour
Mini-Cam		\$ 97.50	Hour
Expandable Root Cutter/ Milling Head		\$ 29.90	Hour
Jetter Vactor		\$ 150.80	Hour
Sewer Jet		\$ 71.50	Hour
Easement Machine	(extenda-jet)	\$ 36.40	Hour
Hydro-Excavating Attachments		\$ 325.00	Day
Sewer Plugs	(24" and up)	\$ 162.50	Day
Hydro-Blasting Equipment and Accessories		RATE	UNIT
20,000 psi Water Blaster	30 - 74 gallons per minute	\$ 159.90	Hour
8,000 - 10,000 psi Water Blaster	16-25 gallons per minute	\$ 52.00	Hour
8,000 - 10,000 psi Water Blaster	34 gallons per minute	\$ 55.90	Hour
8,000 - 10,000 psi Water Blaster	43-70 gallons per minute	\$ 91.00	Hour
40,000 psi Water Blaster	3-6 gallons per minute	\$ 234.00	Hour
Waterblasting Accessories	Multi-operation valve - 10,000 psi	\$ 163.80	Day
	Multi-operation valve - 20,000 psi	\$ 287.30	Day
	Hi-pressure, abrasive blasting 10,000 psi	\$ 163.80	Day
	Hi-pressure, abrasive blasting 20,000 psi	\$ 287.30	Day
	2-D or 3-D rotating nozzles	\$ 45.50	Hour
	Rotating lance swivel/ball & socket	\$ 163.80	Day
	Floor & grate cleaning 10,000 psi	\$ 45.50	Hour
	Floor & grate cleaning 20,000 psi	\$ 65.00	Hour
	Hi-pressure blasting turret	\$ 162.50	Day
	Spark proof abrasive cutting system	\$ 1,072.50	Day
	Saber tube cleaning reel & nozzles	\$ 494.00	Day
	Badger rotating nozzles 6" to 72" pipe	\$ 24.70	Hour
	Badger rotating nozzles 4" to 12" pipe	\$ 16.90	Hour
	Pendant, rotating tube cleaner	\$ 49.40	Hour
	40,000 psi floor & grate cleaner	\$ 825.50	Day
40,000 psi foot control valve	\$ 162.50	Day	
Nitrogen Multi-Flow, Multi-Gun Valve with Guns	\$ 52.00	Hour	
Abrasive cutting materials	Cost + 10%		
Specialty fabrication -	Cost + 10%		
Hot Water Adder		\$ 52.00	Hour
Pressure Washers	Water Pressure Washer - Cold	\$ 11.70	Hour
	Water Pressure Washer - Hot	\$ 37.70	Hour
Excavators		RATE	UNIT
John Deere (min)	ZTS50	\$ 40.29	Hour
Komatsu/Cat	PC200 /Cat 320	\$ 98.86	Hour
Komatsu/Cat	PC300/Cat 330	\$ 151.14	Hour
Komatsu	PC300 HD	\$ 185.43	Hour
Komatsu	PC400	\$ 224.71	Hour
John Deere Backhoe/Case	JD310/580	\$ 47.29	Hour

		RATE	UNIT
<b>Excavator Attachments</b>			
60' Long Reach Boom		\$ 70.07	Hour
Barrel Grapple		\$ 85.07	Hour
Hydraulic Rotating Shear		\$ 85.07	Hour
Rotating Clamshell		\$ 70.07	Hour
NPK GH15 Breaker		\$ 93.64	Hour
Crane Mats		Cost + 10%	
<b>Dozers</b>			
Komatsu/Cat	D37/Cat D4	\$ 72.43	Hour
John Deere	JD450	\$ 72.43	Hour
Komatsu	D39P	\$ 108.86	Hour
Komatsu/Cat	D61PX/Cat D5	\$ 190.71	Hour
Komatsu	D65PX	\$ 235.29	Hour
<b>Loaders and Tractors</b>			
Komatsu	WA470	\$ 238.07	Hour
Volvo	L-180	\$ 238.07	Hour
Komatsu	WA450	\$ 238.07	Hour
JCB - Utility Loader	212U	\$ 69.86	Hour
John Deere/Cat Skidsteer	Model 260/Cat 262	\$ 61.07	Hour
John Deere Tractor	Model 5325	\$ 106.93	Hour
John Deere Tractor	Model 4720	\$ 71.57	Hour
<b>Off Road Trucks and Hauling Equipment</b>			
Komatsu	HM300	\$ 258.64	Hour
Komatsu	HM400	\$ 342.21	Hour
Dump Truck	Quad	\$ 56.00	Hour
Dump Truck w/ Pup		\$ 66.00	Hour
Road Tractor w/ Dump Trailer		\$ 66.00	Hour
Road Tractor w/ Gravel Trains		\$ 76.00	Hour
Road Tractor Heavy Haul Lowboy	TK100/TK110	\$ 108.00	Hour
10,000 to 20,000 lb Trailers		\$ 150.00	Day
Cargo Trailer		\$ 75.00	Day
<b>Compaction Equipment</b>			
Cat	815	\$ 173.79	Day
Sakai	84" Vibratory Roller	\$ 107.14	Day
Stone	54" Vibratory Roller	\$ 76.71	Day
Stone	Walk Behind	\$ 21.00	Day
<b>Pumps and Hoses</b>			
2" - 6" Pump	Trash Style	\$ 200.00	Day
4" - 6" Pump	Hydraulic	\$ 65.00	Hour
2" - 6" Pump	Diaphragm	\$ 200.00	Day
2" - 3" Pump	Submersible	\$ 150.00	Day
Suction / Discharge Hose	As Needed	\$ 1.50	Foot/Day
Hydraulic Hose	50' Section	\$ 50.00	Day
<b>Marine Equipment and Watercraft</b>			
Jon Boat	No Motor	\$ 65.00	Day
14' Aluminum Boat w/Motor	9 hp	\$ 247.00	Day
16' Fiberglas Boat w/Motor	35 hp	\$ 282.10	Day
16' Pontoon Boat w/Motor	25 hp	\$ 388.70	Day
40' Portable Work Barge w/Crane	100 hp	\$ 711.10	Day
USCG Approved PFD		\$ 25.00	Day
Containment Boom	6" Float with a 12" Skirt	\$ 1.75	Foot/Day

Miscellaneous Equipment		RATE	UNIT
12' Disc		\$ 209.30	Day
18" Chipper		\$ 663.00	Day
Bale Chopper		\$ 351.00	Day
Chain Saw		\$ 68.90	Day
Fertilizer Spreader		\$ 14.30	Day
Hammer drill		\$ 354.90	Day
Partner Saw		\$ 141.70	Day
Plasma Cutter		\$ 213.20	Day
Polaris Quad	Xplorer	\$ 70.20	Day
Polaris Ranger	4x4	\$ 83.20	Day
Polaris Ranger	6x6	\$ 89.70	Day
Pug Mill w/ Auxiliary Silo (10 cuyd)	Includes loading and discharge conveyors	\$ 1,033.50	Day
Pug Mill w/ Auxiliary Silos (20 cuyd)	Includes loading and discharge conveyors	\$ 1,734.20	Day
Seeder	8'	\$ 178.10	Day
Straw Crimper		\$ 35.10	Day
Torch Set		\$ 213.20	Day
Water Truck		\$ 76.70	Hour
Weed Whip		\$ 68.90	Day
Generators, Compressors and Light Towers		RATE	UNIT
Light Tower	Coleman	\$ 172.90	Day
17kw Generator	Coleman	\$ 180.70	Day
6,500 - 10,000 Watt Generator	Kubota	\$ 192.40	Day
Compressor - 185 CFM	Sullivan	\$ 282.10	Day
Electronics, Communications, Safety and Monitoring Equipment		RATE	UNIT
Confined Space Entry Equipment		\$ 354.90	Day
Confined Space Entry Rescue Unit		\$ 125.00	Hour
Digital Camera w/CD		\$ 50.00	Day
GPS System - Machine Control	Topcon	\$ 319.80	Day
GPS System - Surveying	Topcon	\$ 852.80	Day
Hand Held Radios	Motorola	\$ 25.00	Day
Hand Held Radios	Intrinsically Safe	\$ 50.00	Day
Mercury Vapor Analyzer		\$ 700.00	Day
OVA		\$ 178.10	Day
pH Meter		\$ 35.10	Day
Robotic Total Station	Trimble	\$ 497.90	Day
Single Plane Laser	Topcon	\$ 141.70	Day
Spilfyter Chemical Classifier Strips		\$ 10.00	Each
Stress Monitor		\$ 35.10	Day
Tri-Gas Meter		\$ 71.50	Day
Two Plane Laser	Topcon	\$ 354.90	Day
Specialty Equipment		RATE	UNIT
Carbon Trailer	Does not include carbon	\$ 473.20	Day
Mercury Vacuum		\$ 500.00	Day
Mercury Vacuum		\$ 500.00	Day
Drum/Tank Plug Kit		Per Occurrence	
Storm Drain Blockers 42" Square		\$ 275.00	Each
Storm Drain Blockers 24" Square		\$ 137.00	Each
Drum Top Vacuum		\$ 100.00	Day
HEPA Vacuum		\$ 100.00	Each
HEPA Vacuum Debris Bags		\$ 6.25	Each
HEPA Vacuum Filter		\$ 10.00	Each
Exhaust Fans		\$ 50.00	Each
Explosion Proof Lighting		\$ 65.00	Each
Non Sparking Tool Set		\$ 350.00	Set
Non Sparking Hand Tools		\$ 30.00	Each

# Terra Contracting, LLC

Exceptional Environmental Services

(866) 354-8963

www.terracontracting.net

Chemicals and Absorbent Materials		RATE	UNIT
Absorbent Boom, 5"	4 - 10' Sections per Bag	\$ 75.00	Bag
Absorbent Boom, 8"	5 - 10' Sections per Bag	\$ 95.00	Bag
Absorbent Pads	100 - 15"x19" Pads per Bag	\$ 70.00	Bag
Absorbent Acid Roll		\$ 165.00	Roll
Zep Green	Degreaser	\$ 11.25	Gallon
Zep 50 RTU	General Cleaner	\$ 7.75	Quart
Zep Big Orange	Citrus Cleaner	\$ 35.00	Gallon
Zep F 4665	12.5% Sodium Hypochlorite	\$ 8.75	Gallon
Micro Blaze	Hydrocarbon Emulsifier and Encapsulate	\$ 45.00	Gallon
Chemical Sprayer	3-5 gallon	\$ 20.00	Each
Absorbent Clay	50 Lbs	\$ 9.00	Bag
Sodium Bicarbonate	40 Lbs	\$ 30.00	Bag
Vermiculite	25 Lbs	\$ 20.00	Bag
5 Gallon DOT Bucket w/ Lid	UN/1H2/Y1.5/30	\$ 10.00	Each
Metal 55 Gallon Open Top Drums	UN/1A2/Y1.2/100	\$ 50.00	Each
Poly 55 Gallon Close Top Drums	UN/1H1/Y1.8/100	\$ 50.00	Each
Poly 55 Gallon Open Top Drums	UN/1H2/Y1.30/S	\$ 50.00	Each
Poly 95 Gallon Overpack Drum	UN/1H2/X/295/SOH	\$ 175.00	Each
275 Gallon Poly Tote	UN/31HA1/Y	\$ 195.00	Each
330 Gallon Poly Tote	UN/31HA1/Y	\$ 258.00	Each
Cubic Yard Galaxy Bag w/ Liner	UN/11HH2/X	\$ 115.00	Each
Roll Off Package Liner and Tarp		\$ 75.00	Each
Miscellaneous Supplies		RATE	UNIT
Fleece Rags		\$ 0.80	Pound
Nylon Rope 3 Strained		\$ 1.25	Foot
Manila Rope 3 Strained		\$ 0.50	Foot
Mop Head		\$ 8.00	Each
Trash Can Liner 55 gallon		\$ 1.00	Each
Visqueen 10 Mil		\$ 95.00	Roll
Shop Vac		\$ 50.00	Each
Shop Vac HEPA Filter		\$ 50.00	Each
Shop Vac Hose		\$ 30.00	Each
Duct Tape		\$ 6.00	Roll
Caution or Danger Tape		\$ 10.00	Each
Propane Tank		\$ 50.00	Each
Propane Heater		\$ 50.00	Each
Popup Canopy 10' by 10'		\$ 75.00	Each
Popup Canopy 20' by 20'		\$ 125.00	Each
Pallet Jack		\$ 50.00	Day
Drum Dolly		\$ 25.00	Day

### Clarifications

- \* Overtime applies after 8 hours, after 5 p.m., all weekday emergencies and on Saturdays (excluding holidays).
- \* Additional equipment, equipment damaged by customer, supplies, or personnel needed to complete the project but not listed will be invoiced at cost plus 10%.
- \* All subcontracted services including tank washout, disposal cost, and analytical cost will be billed at cost plus 10%.
- \* Day rate represents one 8-hour shift.
- \* A fuel surcharge will apply on all fuel-related equipment line items if fuel is in excess of \$3.50/gallon per the D.O.E. On Highway National Index <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp> at the time services are rendered.
- \* Rates for storage boxes and containers do not include delivery or pick up nor operator rates. All storage containers must be thoroughly cleaned prior to return.
- \* Terra personnel must operate all Terra equipment.
- \* Charges are portal to portal from Terra's facility and include cleaning, restocking and refueling and returning to service.
- \* A four-hour minimum applies to all equipment and personnel.

INTEGRITY

SAFETY

CUSTOMER FOCUS

INTENSITY

TRAINING

TEAMWORK