LEASE AGREEMENT

Lease #_____

Customer Reference #_____

This lease is made and entered into on the date hereinafter set forth, by and between **EFC Enterprises, Inc.**, **P.O. Box 620947, Woodside, CA 94062** **hereinafter called "Lessor", and**

Jefferson School District **whose address Is**
1219 Whispering Wind Dr. Tracy, CA 95377

all of whom are hereinafter called "Lessee", regardless of number or gender. The parties hereby agree as follows:

1. Description of Leased equipment:
Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, on the terms and conditions herein provided. all that equipment described as follows which shall hereinafter be referred to as the "leased equipment".

Description of Property	Model or Size	Serial No.
Four (4) Relocatable Classrooms	24 X 40	2657, 2658, 10024, 10045
One (1) Relocatable Classroom	48 X 40	12713, 12714, 12709, 12710

2. Term:
The term of this lease shall be for 12 months, and 0 days, commencing June 15 20 14 and ending May 15, 20 15

Lessee may renew this Agreement for an additional period of 6 months, upon the same terms and conditions, by giving written notice of renewal to Lessor not less than 30 days before the expiration of the term of this lease. If Lessee retains possession of the leased property beyond the expiration date without Such notice of renewal, Lessor shall have the option of (i) taking possession of said property at anytime without notice or (ii) deeming this Agreement renewed as a month to month tenancy upon the same terms and conditions, provided however that the rent during such holdover period shall be $ 2,100.00 per month, payable in advance. Lessee hereby authorizes Lessor to insert the commencement date of the lease which shall be the date of the delivery of the leased equipment to Lessee. At the end of the term or sooner termination of this lease, the leased equipment shall be returned to Lessor in the same condition as when delivered to Lessee, ordinary wear and tear excluded.

3. Location of Leased Equipment:
Lessor shall deliver the leased equipment to Tom Hawkins Elementary School – Temporary Campus where it shall remain until the termination of this lease, at which time Lessor shall pick up the leased equipment. The leased equipment shall not be moved without Lessor's prior written consent. Lessee shall inspect the leased equipment promptly and shall notify Lessor within five days of delivery of any defect or it shall be conclusively presumed that the equipment is in good working order and is accepted by Lessee and is fit for the use intended.

4. Rental and Other Charges:
Lessee shall deposit with Lessor upon execution of this Agreement the sum of $ 27,342.00 which is the first year's rent including taxes and fees. Each and every month thereafter during the term hereof, Lessee shall pay to Lessor monthly in advance the sum of $ 2,278.50 as rent for the leased equipment at the Lessor's remittance address as shown on the invoice. Lessee shall further pay the following charges as invoiced: Delivery $ 22,390.00 Installation $ Included Dismantle $ 18,471.00 Return Delivery $ Included Other $ 2,751.00
4' cabinet & sink with bubbler and hot and cold water wih under sink insta-hot connected to building power. (Note: This is a one-time charge).

All of said amounts shall be payable to Lessor or its assignee, and shall not be subject to any abatement whatsoever or subject or any defense, set off counterclaim, or recoupment by any reason including any damage to or loss or destruction of the leased equipment, or by reason of any interruption from any cause whatever in the use, possession, or operation of said leased equipment.

5. Insurance:
Lessee shall provide, maintain and pay for:
(a) Insurance for the leased equipment in the amount of $ 240,000.00 covering all risks of loss or damage from every cause whatsoever with Lessor named as loss payee.
(b) Public liability insurance of not less than $ 1,000,000.00 with coverage including but not limited to personal injury and property damage naming Lessor as additional insured.

All insurance shall be in the form and with companies satisfactory to Lessor and shall contain the insurer's agreement to give 30 days written notice to Lessor of any material alteration or cancellation. Should Lessee fail to provide Lessor with the insurance policies provided for herein or certificates of insurance evidencing said insurance within 10 days of the commencement of this lease, Lessor may, at its option, secure said insurance coverage and Lessee hereby agrees to pay as invoiced by Lessor any and all charges. costs, and premiums incurred by Lessor plus 20% handling fee. Lessee irrevocably appoints Lessor as Lessee's attorney in fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any insurance policy. The proceeds of insurance payable as a result of loss or damage or claims shall be applied, at the option of Lessor. to the replacement or repair of the leased equipment or to payment of obligations of Lessee hereunder.

In addition to the provisions of paragraph 5 Lessee hereby agrees to indemnify Lessor in accordance with paragraph 10 on the reverse side hereof.

6. ENTIRE Agreement:
This Agreement including the terms and conditions on the reverse side hereof, form the sole and entire agreement between the parties. There are no warranties, guarantees or other terms not contained in this Agreement. No provisions of any purchase order(s) submitted by Lessee shall be effective or binding upon Lessor. Acceptance of delivery of the leased equipment by Lessee constitutes Lessee's acceptance of this Agreement. Lessee acknowledges receipt of a signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set opposite their respective signatures.

EFC Enterprises, Inc.
LESSOR

Date_____ 20 _____ By _____

Title _____

LESSEE

Date _____ 20_____ By _____

Title _____

Revised 3-09 ***Please Sign and Return one Copy***

Hawkins Temp Campus
Leased Portables Cost Comparision
14-Jan-14

Mobile Modular	Quantity	Monthy Rate (18)	Delivery Charge	Return Charge	Total Charge (18)
24x40	4	$ 331.00	$ 3,932.00	$ 2,442.00	$ 49,328.00
48x40	1	$ 1,150.00	$ 22,201.00	$ 5,384.00	$ 48,285.00
Totals					**$ 97,613.00**

William Scotsman	Quantity	Monthy Rate (18)	Delivery Charge	Return Charge	Total Charge (18)
24x40	4	$ 295.00	$ 5,508.27	$ 2,921.51	$ 54,959.12
48x40	1	$ 625.00	$ 10,499.76	$ 5,726.20	$ 27,475.96
		add for 125lb flooring			$ 3,000.00
Totals					**$ 85,435.08**

DMSI	Quantity	Monthy Rate (18)	Delivery Charge	Return Charge	Total Charge (18)
24x40	4	$ 379.75	$ 22,390.00	$ 18,471.00	$ 68,203.00
48x40	1	$ 759.50			$ 13,671.00
Totals					**$ 81,874.00**

designed mobile systems industries, inc.

Pricing Breakdown Summary

TO: Anthony Continente
Jefferson School District
1219 Whispering Wind Drive
Tracy, California 95377

February 5, 2014

FROM: John Ivey
Vice President, Sales and Marketing

RE: Four (4) each 24' x 40' DSA Approved Classroom Buildings
One (1) each 48' x 40' DSA Approved Multi-Purpose Building

Lease Rate (Based on 14 month rate with month to month extension

4 each	24 x 40 DSA Approved Classroom @ $ 350.00/mo. per classroom	$1,400.00/month
1 each	48 x 40 DSA Approved multi-purpose Room	$ 700.00/month
	Total lease rate for five buildings	$2,100.00/month
	Total lease rate for five buildings for one year	$25,200.00
	Tax on lease rate at .085%	$ 2,142.00
	TOTAL	**$27,342.00**

Delivery from DMSI to Hawkins Elementary School site	$ 6,965.00
Installation of buildings at Hawkins Elementary School Site	$ 15,425.00
Total Delivery and Installation	**$ 22,390.00**

Add 4' Base Cabinet with sink and bubbler	**$ 2,221.00**

Dismantle of buildings at end of lease	$ 11,506.00
Return Freight at end of lease	$ 6,965.00
Total Dismantle and Return Freight	**$ 18,471.00**

Cc: David Smith, President DMSI

In discussions with DTSC (Department of Toxic Substances Control), they confirmed they show the Jefferson site with a status of 'further action required' in their database since they are not overseeing the mitigation of the areas identified in the PEA. In consultation with DTSC, they recommend we loop them in on mitigation plans and scope of soil removal so they will (hopefully) be able to close the site out with a 'No Further Action' status. While this isn't required for our current project, it may become important in the future should the district decide to expand the campus – adding additional classrooms, for example. If the DTSC status were left in 'additional review needed' status, the district would be required to re-test in the future should the site be expanded in the future.

URS is proposing to re-review the testing scope and parameters and use statistical data smoothing to provide the district with a work plan for mitigating the issues identified in the PEA. DTSC is comfortable with this approach and suggests that we work with URS to not leave any identified 'hot spots' on site.

The attached proposal is for the data review and work plan phase of the process. Upon completion of these steps, URS will also propose a mitigation plan and we will bring that proposal to the board when received.

The North Tower agreement showed $7,490 proposed for this work; however, they subsequently sent an additional proposal for $17,786.50 for the additional testing they believed they needed to do. Going with URS' proposal of $9,256 - though higher than North Tower amount for the work plan completion – will ultimately save us money since URS will not feel compelled to do further testing. URS has confidence in their data since they created it – while North Tower would want extensive additional testing done to establish their comfort with the mitigation parameters.

I am attaching the URS proposal for the board's review and approval. The work plan developed by URS will provide information we need to obtain estimates on the mitigation of the issues found at the site – and we want the soil removal/replacement process to happen over Spring Break this year – April 18th – April 25th, 2014.

URS

VIA ELECTRONIC MAIL
(mmaxedon@sjcoe.net)

February 5, 2014

Ms. Mindy Maxedon, Chief Business Officer
Jefferson School District
1219 Whispering Wind Drive
Tracy, California 95377

Re: Proposal for Environmental Consulting Services
Small Soil Removal Action
Jefferson School Site
7500 West Linne Road
Tracy, San Joaquin County, California

Dear Ms. Maxedon:

URS Corporation Americas (URS) prepared this proposal for the Jefferson School District (JSD, Client) to provide environmental consulting services related to removal of contaminated soil at the above-referenced existing school site. Under contract to the California Department of Toxic Substances Control (DTSC), URS conducted a Preliminary Environmental Assessment (PEA) of the site in 2013. Elevated concentrations of chlordane and lead were detected in soil near some of the buildings. URS also performed some stepout/stepdown sampling to further characterize the extents of contamination. This proposal includes our project understanding, objective and scope of services, assumptions, fees, schedule, and conditions of service.

Based on our telephone call yesterday, we have the following understanding of relevant project constraints:

- JSD desires to remove sufficient contaminated soil to meet DTSC's guidelines for school sites.
- JSD intends to submit a workplan for a small soil removal for DTSC review prior to removing the soil.
- JSD desires to remove the soil during the spring vacation period of April 18 to 27, 2014.
- JSD intends to submit a final report for DTSC review after soil removal is complete.

URS Corporation
30 River Park Place West
Suite 180
Fresno, CA 93720
Tel: 559-256-1444
Fax: 559-256-1478
www.urscorp.com

OBJECTIVE AND SCOPE OF SERVICES

The objective of URS's services for this phase of the project will be to obtain DTSC approval for the workplan for a small soil removal.

URS's scope of services will consist of the following:

- Perform statistical analysis of the existing data set to assess the volume of soil that needs removal in order to meet DTSC guidelines for school sites.
- Discuss the results of the statistical analysis with JSD, and if possible with DTSC, in order to gauge acceptability of the conclusions.
- Prepare a technical memorandum to document the statistical analysis and conclusions, and to set forth a workplan for a small soil removal to address any "hotspots" of contamination that were identified by the analysis. The workplan will include a figure showing the proposed lateral and vertical extents of excavation, plans for confirmation sampling if necessary, and a Health and Safety Plan for the proposed soil removal activities. The technical memorandum will be prepared under the supervision of, and be signed by, a California-registered civil engineer experienced in hazardous-material site assessment and remediation. After DTSC review, the technical memorandum will be revised to DTSC's satisfaction, if necessary.
- URS will consult with Client regarding the work, and will participate in meetings and/or teleconferences with Client and DTSC.

ASSUMPTIONS

This proposal is based on the following assumptions:

- Implementation of the small soil removal workplan is not included herein. URS will provide a separate proposal for those services after the scope is better defined.
- Meetings with Client and/or DTSC will be conducted at URS's office in Fresno, or via telephone. Time and expenses to travel to Tracy or Sacramento are not included in the enclosed fee estimate.

FEES

URS will provide the above scope of services on a time-and-materials basis in accordance with the enclosed fee schedule. The estimated not-to-exceed fee for the above scope of services is

$9,256.00, as illustrated on the enclosed fee estimate table. Client will be billed on a monthly basis only for the actual time-and-materials expenses actually accruing to the project.

ESTIMATED SCHEDULE

The estimated schedule for the above scope of services is as follows:

- Statistical analysis of the existing data set will require one to two weeks after receiving Client's formal notice to proceed.
- Preparation of the technical memorandum discussing the statistical analysis results and setting forth a workplan for a small soil removal will require one to two weeks. DTSC review is expected to require one to two weeks, followed possibly by another week to make revisions and obtain final approval.

Overall, this phase of the project is expected to require approximately 4 to 7 weeks after receiving Client's formal notice to proceed.

CONDITIONS AND AUTHORIZATION

We propose to provide the services set forth in this proposal in accordance with the terms set forth in the enclosed Master Agreement for Environmental Services (Agreement). If the terms of this proposal are acceptable, please have an authorized Client representative sign and return two copies of the Agreement and two copies of the enclosed Time and Materials Work Authorization as our formal authorization to proceed. An authorized URS representative will sign both copies of each document, and we will return one copy of each document to you for your records.

The above fee estimate and schedule are contingent upon not encountering unanticipated difficulties beyond URS's control, such as problems with subcontractor availability, regulatory approval, or weather or other field conditions. URS will notify Underground Services Alert (USA) of intrusive field work at least 48 hours in advance. URS shall not be responsible for damage to any subsurface structures (such as pipes, tanks, cables, or utilities) for which locations are not identified to URS by Client, the site owner, or USA-member companies before soil probing begins. This proposal is valid for six months.

We appreciate the opportunity to work with you on this important project. If you have any questions or require further information, please do not hesitate to contact us.

Sincerely,
URS CORPORATION AMERICAS

Stuart B. St. Clair, PE
Project Civil Engineer

Bart Bohn
Senior Program Manager

Enclosures: Schedule of Fees and Charges
Fee Estimate Table
Master Agreement for Environmental Services
Work Authorization No. JS-1

URS CORPORATION – FRESNO, CALIFORNIA
2014 SCHEDULE OF FEES AND CHARGES

The following describes the basis for compensation for services performed during year 2014. This Schedule of Fees and Charges will be adjusted annually on January 1 of each subsequent year to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the newyear. The new Schedule of Fees and Charges will apply to existing and new assignments.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field, and travel time, will be at the Unit Price Hourly rates set forth below for the labor classifications indicated.

Labor Classification	Hourly Rate
Technician I	$45
Technician II	$62
Technician III	$76
CADD/GIS Technician	$76
Project Assistant / Word Processor / Editor	$76
Project/Contract Administrator	$85
Technician IV	$88
Sr. CADD Technician / Designer	$88
Professional I	$90
Professional II	$98
Sr. GIS / Info Tech Specialist	$118
Senior Professional	$118
Project Professional	$131
Senior Project Professional	$154
Principal Professional I	$179
Principal Professional II	$195

Charges for contract personnel under URS supervision and using URS facilities will be made according to the hourly rate corresponding to their classification. When staff are performing field work on projects, a minimum daily charge of 4 hours will apply.

When URS staff appear as expert witnesses at court trials, arbitration hearings, and depositions, their time will be charged at 2.0 times the standard hourly rate. All time spent preparing for such trials, hearings, and depositions, will be charged at the standard labor rate.

URS LABORATORY SERVICES AND EQUIPMENT CHARGES

The use of field equipment will be charged at standard usage rates. Rate schedules are available upon request.

OTHER PROJECT CHARGES

Subcontractors and Other Non-Salary Expenses

The cost of services subcontracted by URS to others and other outside costs incurred by URS that are directly identifiable to the project will be charged at cost plus 15% and 10% respectively.

Communications

The cost of communication including telephone (excluding cellular phones), facsimile, postage, and other incidental costs will be charged at a flat rate of 2% of total gross labor charges.

Computers

The software charge for Computer-Aided Design and Drafting (CADD), graphics generation, modeling applications, Geographic Information Systems (GIS), and similar technical computing is $25.00 per hour.

In addition to the above, the following charges will apply to plots generated by the CADD and GIS systems:

Plot Size	Paper	Mylar
Smaller than D-Size	$3.00	$9.00
D-Size	$6.00	$18.00
Larger than D-Size	$1.00/ft^2	$3.50/ft^2

Document Reproduction

In-house reproduction will be charged at $.10 a page for black and white, $1.75 per page for premium color, and $1.00 per page for standard color.

Specialized Equipment

The use of specialized URS equipment (including field equipment and cellular phones) will be charged at fixed rental rates, consistent with prevailing market rates. Rate schedules are available upon request.

Vehicles, Mileage and Travel

URS-owned vehicles used on project assignments will be charged at $90.00 per day (up to 120 miles plus $0.22 per mile thereafter), with a minimum charge of 1/2 day, or $360.00 per week. The mileage charge for personal autos will be the then current mileage rate established by the Internal Revenue Service. Travel expenses will be billed at actual cost.

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.

URS

FEE ESTIMATE

Environmental Consulting Services

Small Soil Removal Action, Jefferson School, Tracy, CA

URS LABOR COSTS			Task 1		Task 2			
STAFF CATEGORY		Hourly Billing Rate	Project Management, Consultation, & Meetings		Technical Memorandum, Data Assessment and Small Soil Removal Workplan		TOTAL HOURS	TOTAL FEE
			Hours	Fee	Hours	Fee		
Principal Professional II		$195.00	1.0	$195	2.0	$390	3.0	$585
Principal Professional I		$179.00	0.0	$0	0.0	$0	0.0	$0
Senior Project Professional		$154.00	0.0	$0	6.0	$924	6.0	$924
Project Professional		$131.00	4.0	$524	24.0	$3,144	28.0	$3,668
Senior Professional		$118.00	0.0	$0	0.0	$0	0.0	$0
Professional II		$98.00	0.0	$0	0.0	$0	0.0	$0
Professional I		$90.00	0.0	$0	28.0	$2,520	28.0	$2,520
Technician IV		$88.00	0.0	$0	0.0	$0	0.0	$0
Project/Contract Administrator		$85.00	4.0	$340	0.0	$0	4.0	$340
Technician III		$76.00	0.0	$0	0.0	$0	0.0	$0
CADD Technician		$76.00	0.0	$0	6.0	$456	6.0	$456
Project Assistant/Word Processor/Editor		$76.00	0.0	$0	4.0	$304	4.0	$304
Technician I		$62.00	0.0	$0	4.0	$248	4.0	$248
URS Labor Fee Subtotal			9.0	$1,059	74.0	$7,986	83.0	$9,045
Communications Fee		2.0% of direct labor		$21		$160		$181
OTHER DIRECT COSTS (ODCs)				$21		$160		$181
ITEM	RATE	MARKUP	Units	Fee	Units	Fee	Units	Fee
Vehicle / day	$90.00	0%	0.0	$0	0.0	$0	0.0	$0
Hand auger / day	$50.00	0%	0.0	$0	0.0	$0	0.0	$0
Sample tube and caps	$6.50	0%	0.0	$0	0.0	$0	0.0	$0
Personal protective equipment	$50.00	0%	0.0	$0	0.0	$0	0.0	$0
Shipping sample cooler	$50.00	0%	0.0	$0	0.0	$0	0.0	$0
Shipping document	$10.00	0%	0.0	$0	3.0	$30	3.0	$30
Miscellaneous supplies	$100.00	0%	0.0	$0	0.0	$0	0.0	$0
ODCs Subtotal (including markup)				$0		$30		$30
SUBCONTRACTOR COSTS								
SUBCONTRACTOR	RATE	MARKUP	Units	Fee	Units	Fee	Units	Fee
Utility Locator / hour	$110.00	15%	0.0	$0	0.0	$0	0.0	$0
Laboratory Analyses								
Lead (EPA 6010B)	$25.00	15%	0.0	$0	0.0	$0	0.0	$0
Organochlorine Pesticides (EPA 8081A)	$100.00	15%	0.0	$0	0.0	$0	0.0	$0
Subcontractor Costs Subtotal (including markup)				$0		$0		$0
TASK FEE SUBTOTALS				$1,080		$8,176		$9,256

URS

MASTER AGREEMENT FOR ENVIRONMENTAL SERVICES
BETWEEN
JEFFERSON SCHOOL DISTRICT
AND
URS CORPORATION, DBA URS CORPORATION AMERICAS

THIS AGREEMENT ("Agreement") for Environmental Services, (together with the attachments hereto) dated and effective as of February 5, 2014 (the "Effective Date"), is hereby made and entered into by and between Jefferson School District (hereinafter "Client") having a place of business located at 1219 Whispering Wind Drive, Tracy, California, 95377, and URS Corporation, dba URS Corporation Americas, a Nevada corporation (hereinafter "Consultant") having a place of business located at 30 River Park Place West, Suite 180, Fresno, California, 93720. Consultant and Client are each individually referred to as a "Party" and collectively as the "Parties".

The Parties agree as follows:

1. WORK AUTHORIZATIONS

1.1 Consultant agrees to undertake and perform certain environmental consulting and professional services ("Services") in accordance with the terms and conditions contained herein, as may be requested by Client from time to time. The Services to be performed, Consultant's compensation, and the schedule for performance for each task shall be described in one or more authorizations issued to Consultant by Client, the form of which is attached hereto as Attachment 1 ("Work Authorization"). A Work Authorization shall be valid and binding upon the Parties only if accepted in writing by Client and Consultant. Each duly executed Work Authorization shall be subject to the terms and conditions of this Agreement, except to the extent expressly modified by the Work Authorization.

1.2 It is the expressed intent of the parties that this Agreement shall be made available to subsidiaries and affiliated companies of Consultant. For the purposes of this Agreement, as it applies to each Work Authorization, the term "Consultant" shall mean either Consultant as defined above or the subsidiary or affiliate of Consultant identified in the Work Authorization. The applicable Work Authorization shall clearly identify the legal name of the entity accepting the Work Authorization.

2. PAYMENTS FOR SERVICES

2.1 Unless otherwise stated in a Work Authorization, payment shall be on a time and materials basis under the Schedule of Fees and Charges in effect when the Services are performed. Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. If payment is not received within thirty (30) days from the due date of such payment, Consultant may suspend further performance under one or more Work Authorizations until payments are current. Client shall notify URS of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Client shall pay an additional charge of one percent (1%) per month or the maximum percentage allowed by law, whichever is the lesser, for any past due amount. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party.

2.2 Client shall reimburse Consultant for all taxes, duties and levies such as Sales, Use, Value Added Taxes, Deemed Profits Taxes, and other similar taxes which are added to or deducted from the value of Consultant's Services. For the purpose of this Article such taxes shall not include taxes imposed on Consultant's net income, and employer or employee payroll taxes levied by any United States taxing authority, or the taxing authorities of the countries or any agency or subdivision thereof in which URS subsidiaries, affiliates, or divisions are permanently domiciled. It is agreed and understood that these net income, employer or employee payroll taxes are included in the unit prices or lump sum to be paid Consultant under the applicable Work Authorization.

2.3 Where charges are "not to exceed" a specified sum, Consultant shall notify Client before such sum is exceeded and shall not continue to provide the Services beyond such sum unless Client authorizes an increase in the sum. If a "not to exceed" sum is broken down into budgets for specific tasks, the task budget may be exceeded without Client authorization as long as the total sum is not exceeded. Changes in conditions, including, without limitation, changes in laws or regulations occurring after the budget is established, or other circumstances beyond URS control, shall be a basis for equitable adjustments in the budget and schedule.

3. CONFIDENTIALITY

3.1 For a period commencing with the disclosure of any confidential information under this Agreement and/or a Work Authorization(s) and ending on the second anniversary such disclosure was first made, Consultant and Client each agree not to disclose to third parties, including also subcontractors and vendors (unless such subcontractors and vendors have a need to know and are bound to similar obligations of confidentiality), any information that is identified as confidential in writing on the materials made available to the other Party hereunder

4. WARRANTY

4.1 Consultant warrants that any consulting and professional engineering Services performed by it under a Work Authorization shall be performed in accordance with that degree of care and skill ordinarily exercised by members of Consultant's profession practicing at the same time in the same location. Consultant's sole liability to Client for any non-conforming Services shall be to re-perform the non-conforming or defective Services, written notice of which must be promptly given by Client to Consultant. Consultant's obligation for re-performance of non-conforming Services as set forth in the preceding sentence shall extend for a term commencing at the substantial completion of such Services under a Work Authorization and ending one

year later.

4.2 THE WARRANTY SET FORTH IN THIS ARTICLE 4 IS EXCLUSIVE, AND IN LIEU OF ANY AND ALL OTHER WARRANTIES RELATING TO THE SERVICES, WHETHER STATUTORY, EXPRESS OR IMPLIED, AND CONSULTANT DISCLAIMS ANY SUCH OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND/OR USAGE OF TRADE. ANY OTHER STATEMENTS OF FACT OR DESCRIPTIONS EXPRESSED IN THE AGREEMENT OR ANY WORK AUTHORIZATION SHALL NOT BE DEEMED TO CONSTITUTE A WARRANTY OF THE SERVICES OR ANY PART THEREOF. CONSULTANT'S REPERFORMANCE OF DEFECTIVE OR NON-CONFORMING SERVICES THROUGH THE ONE YEAR PERIOD PROVIDED FOR IN THIS ARTICLE 4 SHALL CONSTITUTE COMPLETE FULFILLMENT OF, AND CLIENT'S EXCLUSIVE REMEDY FOR, ALL THE LIABILITIES OR RESPONSIBILITIES OF CONSULTANT TO CLIENT FOR NON-CONFORMING OR DEFECTIVE SERVICES, WHETHER THE CLAIMS OF CLIENT ARE BASED ON DELAY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, INDEMNITY, ERROR AND OMISSION OR ANY OTHER CAUSE WHATSOEVER.

5. WORK BY OTHERS

5.1 The performance by Consultant of Services under a Work Authorization shall not constitute an assumption by Consultant of the obligations of Client or its other contractors. Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the work of Client or its other contractors, and shall not manage, supervise, control or have charge of construction. Client shall require Consultant to be named as an additional insured along with Client on any liability insurance policies provided by Client's construction contractors. To the fullest extent permitted by law, Client shall defend Consultant against any claim, suit or proceeding asserted by one of its other contractors and indemnify, defend and save Consultant harmless from any and all actual or alleged claims and losses (including, without limitation, attorney's fees) sustained by such contractor in connection with the Services, regardless or whether or not any of the foregoing arose out of the negligent acts or omissions of Consultant.

6. INSURANCE

6.1 In the event Consultant performs Services under any Work Authorization in connection with a project for which Client or another party with which Client has contracted obtains all-risk or builder's risk property insurance, Client, as the case may be, shall name, or shall cause such other party to name, Consultant as an additional insured on such all risk or builder's risk property insurance. Client acknowledges that Consultant has an insurable interest in such all risk or builder's risk property insurance.

6.2 Consultant and Client each waive all rights of recovery and subrogation against each other with respect to a loss occurring to property of the other, to the extent that such waivers do not invalidate the property insurance of either.

6.3 Upon Client's written request, Consultant shall maintain during the performance of Services under a Work Authorization the following insurance coverage:

a) Workers' Compensation for statutory limits in compliance with the applicable state and federal laws, and Employer's Liability with a limit of $1,000,000;

b) Commercial General Liability including Products and Completed Operations, Contractual Liability and Broad Form Property and Personal Injury Liability with a combined single limit of $1,000,000 per occurrence and in the aggregate;

c) Automobile Liability Insurance with a combined single limit of $1,000,000 for bodily injury and property damage with respect to vehicles either owned, non-owned, and leased by Consultant in the performance of Services under the Agreement.

d) Professional Liability Insurance in the amount of $1,000,000 per claim and in the aggregate.

6.4 If requested, Client and Consultant shall each furnish to the other duly executed certificates of insurance, indicating that policies with respect to the aforementioned insurance have been issued and that such policies contain provisions regarding prior notification of cancellation.

7. INDEMNITY

7.1 Each Party shall indemnify, defend and save the other Party, its officers, directors, employees and affiliates harmless from any loss, cost or expense claimed by third parties, excluding employees of either Party, for property damage and/or bodily injury, including death, to the proportionate extent such loss, cost or expense arises from the negligence or willful misconduct of the indemnifying Party, its employees or affiliates in connection with the Services.

7.2 Notwithstanding any other provision contained elsewhere in this Agreement to the contrary and to the fullest extent permitted by law, Client shall be liable for and indemnify, defend and save Consultant, its officers, directors, employees and affiliates harmless from and against any and all actual or alleged claims, damages (including incidental, consequential, indirect and special damages), losses, and expenses (including, without limitation, all penalties, attorney's fees, fines and administrative or civil sanctions arising out of or related to such claim) (collectively "Losses") arising out of: (1)

economic loss suffered by third parties; and/or (2) investment decisions of Client or third parties in reliance upon the results of the Services, regardless of whether or not any of the foregoing arose out of the negligent acts or omissions of Consultant.

7.3 The indemnity and save harmless obligations of Consultant and Client under this Article 7 shall not apply with respect to any Hazardous Material, as Consultant's and Client's rights and obligations with respect thereto are set forth in Article 10.

8. WAIVER OF CONSEQUENTIAL DAMAGES

8.1 Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Client nor Consultant shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Consultant hereby releases Client and Client hereby releases Consultant from any such liability.

9. LIMITATION OF LIABILITY

9.1 Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, in no event shall the total cumulative aggregate liability of Consultant, its subconsultants, and their respective partners, officers, directors, shareholders, employees, and agents (referred to collectively in this Article as "Consultant") to Client resulting from, arising out of or in connection with the performance or nonperformance of any or all Services or other obligations under a Work Authorization, exceed $250,000 or ten percent (10%) of the compensation paid Consultant pursuant to such Work Authorization, whichever is greater, or extend beyond the expiration of the warranty period under Article 4 for the Services performed under the Work Authorization, regardless of the legal theory under which such liability is imposed. The remedies stated in the Agreement are Client's sole and exclusive remedies for any failure by Consultant to comply with obligations to Client, and Client hereby irrevocably waives any right to assert a claim against Consultant based on a legal theory that a remedy provided herein fails of its essential purpose.

10. HAZARDOUS MATERIAL

10.1 Nothing in this Agreement shall be construed or interpreted as requiring Consultant to assume the status of, and Client acknowledges that Consultant does not act in the capacity nor assume the status of, Client or others as a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. Client acknowledges further that Consultant has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any site that may be the subject matter of any Work Authorization.

10.2 Site Assessments/Hazardous Material Disposal

10.2.1 Site Assessment Reports: CLIENT ACKNOWLEDGES THAT ALL SITE ASSESSMENT REPORTS PREPARED BY CONSULTANT UNDER THIS AGREEMENT ARE PREPARED FOR THE EXCLUSIVE USE OF CLIENT AND NO OTHER PERSON OR ENTITY. In no event shall Consultant's obligations with respect to site assessments exceed the practices prescribed in applicable ASTM standards. Site assessment reports shall become Client's property upon final payment for the Services. Consultant shall retain copies of all site assessment reports for its files. Any site assessment report prepared by Consultant may not be delivered by Client to a third party without Consultant's written authorization. Consultant shall have no liability to (i) Client with respect to any results or information contained in a site assessment report to the extent affected by changes or new circumstances occurring after the date of the report, or (ii) any third party with respect to the information contained in the report. Client waives any claim against Consultant and agrees to defend, indemnify, and hold Consultant harmless from and against any and all Losses which arise out of Client's delivery of a site assessment report to a third party.

10.2.2 Recognition of Risk: Client acknowledges the following risks: (i) investigations may disclose the presence of existing, uncontrolled hazardous or toxic materials, pollutants, wastes, or other regulated substances ("Hazardous Material") at the project site; (ii) the presence of such uncontrolled Hazardous Material at the project site may required disclosure to appropriate regulatory agencies by Client; (iii) opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care; and (iv) although often times necessary to perform the Services, commonly used exploration methods such as drilling or trenching involve an inherent risk of contamination of previously uncontaminated soils and water by existing, uncontrolled Hazardous Material through no fault of Consultant. The performance of the Services will be subject to the above risk factors. Client further acknowledges that subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to a subsurface water-bearing strata not previously contaminated and capable of spreading Hazardous Material offsite. Client waives any claim against Consultant and agrees to indemnify, defend, and hold Consultant harmless from and against any and all Losses which may arise as a result of alleged cross-contamination caused by sampling.

10.2.3 Disposal of Hazardous Material: All non-hazardous samples and by-products from sampling processes in connection with the Services shall be disposed of by Consultant in accordance with applicable law; provided, however, that any and all such materials that cannot be introduced back into the environment under applicable law without additional treatment, and all samples consisting of or containing Hazardous Material shall be packaged in accordance with the applicable law by Consultant and turned over to Client for appropriate disposal. Consultant, at Client's request, may assist Client in identifying appropriate alternatives for off-site treatment, storage or disposal of Hazardous Material, but Consultant shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or

others. Client shall sign all necessary manifests for the disposal of Hazardous Material. If Client requires Consultant or its employees, affiliates, subconsultants, agents, subcontractors or suppliers of any tier (1) to sign such manifests; or (2) to hire, for Client, the Hazardous Material transportation, treatment, or disposal contractor, then for these two purposes, Consultant shall be considered to act as Client's agent so that Consultant will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Material.

10.3 Third Party Claims: Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization, and to the fullest extent permitted by law, Client shall indemnify Consultant and its affiliates, subconsultants, agents, subcontractors and suppliers of any tier, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all Losses of any kind or nature whatsoever brought or asserted by any third party under any theory of law or equity on account of Consultant's having contracted with Client in connection with investigation, cleanup, handling, removal, treatment, storage, transportation, or disposal of any Hazardous Material.

11. CHANGES

11.1 The Parties may from time to time by mutual agreement seek to modify, extend or enlarge the Services under a Work Authorization ("Modification"). In the event the Parties agree to a Modification to add additional Services, or to make other modifications to the Services, Consultant's compensation, the schedule and any other relevant terms and conditions of the applicable Work Authorization shall be equitably adjusted prior to performance of such Services.

12. OWNERSHIP OF DOCUMENTS

12.1 Consultant grants to Client a transferable, irrevocable and perpetual royalty-free license to retain and use all work products delivered to Client for any purpose in connection with the project specified in each Work Authorization, upon full payment by Client for Consultant's Services. Client also may use such work product for other purposes with Consultant's written consent. Re-use of any such work product by Client on any extension of the project or on any other project without the written authorization of Consultant shall be at Client's sole risk and Client shall indemnify, defend and save Consultant and its affiliates, consultants, agents, subcontractors and suppliers of any tier, and any and all employees, officers and directors of any of the foregoing, if any, from and against any and all Losses suffered as a result of, or arising out of, or in connection with such re-use. Consultant shall have the right to retain copies of all such work product. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

13. TERMINATION/SUSPENSION

13.1 Client may terminate all or any portion of the Services under one or more Work Authorizations for convenience, at its option, by sending a written notice to Consultant. Either party can terminate this Agreement or a Work Authorization for cause if the other commits a material, uncured breach of this Agreement or becomes insolvent. Termination for cause shall be effective twenty (20) days after receipt of a notice of termination, unless a later date is specified in the notice. The notice of termination for cause shall contain specific reasons for termination and both parties shall cooperate in good faith to cure the causes for termination stated in the notice. Termination shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. Client shall pay Consultant upon invoice for Services performed and charges incurred prior to termination, plus reasonable termination charges. Any suspension of Services by Client shall result in an equitable adjustment to Consultant's compensation, time for performance, or any of its other obligations under a Work Authorization.

14. FORCE MAJEURE

14.1 Any delay or failure of Consultant in performing its required obligations hereunder shall be excused if and to the extent such delay or failure is caused by a Force Majeure Event. A "Force Majeure Event" means an event due to any cause or causes beyond the reasonable control of Consultant and shall include, but not be limited to, acts of God, strike, labor dispute fire, storm, flood, windstorm, unusually severe weather, sabotage, embargo, terrorism, energy shortage, accidents or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, court injunction or order, delays by acts or orders of any governmental body or changes in laws or government regulations or the interpretations or application thereof or the acts or omissions of the Client or its other contractors, vendors or suppliers. In the event of a Force Majeure Event, Consultant shall receive an equitable adjustment extending Consultant's time for performance for such Services sufficient to overcome the effects of any delay, and an increase(s) to Consultant's compensation sufficient to account for any increased cost in performance or loss or damage suffered by Consultant.

15. RESPONSIBILITIES OF CLIENT

15.1 Without limiting any express or implied obligations of Client under applicable law, Client shall: (1) provide Consultant, in writing, all information relating to Client's requirements for the project; (2) correctly identify to Consultant the location of subsurface structures, such as pipes, tanks, cables, and utilities; (3) notify Consultant of any potential hazardous substances or other health and safety hazard or condition known to Client existing on or near the project site; (4) give Consultant prompt written notice of any suspected deficiency in the Services; (5) with reasonable promptness, provide required approvals and decisions; and (6) furnish or cause to be furnished to Consultant full, unrestricted and legal access to, and use of, the site and all necessary rights of way and easements, in order to perform the Services. In the event Consultant is requested by Client or is required by subpoena to produce documents or give testimony in any action or proceeding to which Client is a party and Consultant is not a party, Client shall pay Consultant for any time and expenses required in connection therewith, including reasonable attorney's fees.

15.2 Consultant may rely upon and use in the performance of any Services information supplied to it by Client without independent verification and

Consultant shall not be responsible for defects in its Services attributable to its reliance upon or use of such information.

16. SECONDED EMPLOYEES

16.1 Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization, when Consultant provides an individual(s) to Client that perform Services under the supervision, direction and control of Client under a Work Authorization (hereinafter "Seconded Employees"), the Seconded Employees shall be advised by Client of all office and facility rules, regulations, and safety procedures. The Services performed by the Seconded Employees shall be based on information furnished by Client, and the Seconded Employees shall be entitled to rely upon such information and direction as being correct, accurate and appropriate. Consultant shall retain no right to supervise, direct or control the Seconded Employees with respect to their performance of Services and all such supervision, direction and control shall come from Client. Therefore Consultant does not warrant any or all of the Services by Seconded Employees, and any and all statutory, express or implied warranties (including but not limited to any and all warranties of merchantability and/or fitness for a particular purpose and all warranties arising from course of dealing and usage of trade) of or for any or all such Services are expressly disclaimed as a condition precedent to the receipt of such Services, and neither Consultant nor any of the Seconded Employees shall have any liability to Client or to any third party(ies) for injuries or alleged injuries to persons (including death), or for damages or alleged damages to property, including but not limited to Client's property, arising out of or in connection with the Services of the Seconded Employees, regardless of whether based upon delay, contract, tort, negligence, strict liability, warranty, indemnity, error and omission or any other cause whatsoever. In the event that any such liability is ever actually or threatened to be borne by or imposed upon Consultant or any of the Seconded Employees, Client shall indemnify, defend and save Consultant and such Seconded Employees harmless from and against any and all such liability, regardless of whether based upon delay, contract, tort, negligence, strict liability, warranty, indemnity, error and omission or any other cause whatsoever.

17. TERM

17.1 Unless otherwise specified, the term of this Agreement shall run from the Effective Date until Consultant has completed the Services and received all payments due under the Agreement.

18. GENERAL

18.1 Client and Consultant each represent and warrant that this Agreement has been duly authorized, executed and delivered and constitutes its binding agreement enforceable against it. This Agreement and any executed Work Authorizations supersede all prior written and/or oral contracts and agreements that may have been made or entered into between Client and Consultant regarding the subject matter hereof, including but not limited to any and all proposals, oral or written, and all communications between the Parties relating to this Agreement or any Work Authorization(s), and constitute the entire agreement between the Parties hereto with respect to the subject matter hereof.

18.2 This Agreement and Work Authorization(s) may not be assigned by Consultant or Client in any way, including by operation of law, unless otherwise mutually agreed to in writing, any such attempted non-authorized assignment shall be null and void and of no force or effect.

18.3 Any cost opinions or estimates provided by Consultant will be on a basis of experience and judgment, but since Consultant has no control over market conditions or bidding procedures, Consultant cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates. Neither this Agreement nor any of the Services provided hereunder shall constitute or provide for, and Consultant shall not be considered to have rendered, any legal or financial opinion(s) regarding the feasibility of this project or any other or regarding any other matter. Unless otherwise expressly included in a Work Authorization, Consultant shall under no circumstances provide as part of the Services a consent, opinion or similar document, or act as a qualified person or expert, in connection with any filing by Client with the United States Securities and Exchange Commission, or similar non-United States agency, authority or commission.

18.4 Notices shall be effective hereunder as follows only if in writing and addressed to the authorized representative designated in applicable Work Authorizations: (1) upon delivery, if delivered personally to the person; (2) upon transmission, if transmitted to the facsimile number of the person; and (3) upon posting, if by first class or overnight mail (postage prepaid).

18.5 All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction; provided, however that if the project is located outside the United States, the laws of the State of California shall govern. Venue for any litigation shall be any state court or United States District Court having jurisdiction over the parties and subject matter.

18.6 The terms and conditions of this Agreement shall prevail, notwithstanding any variance with any purchase order or other written instrument submitted by Client whether formally rejected by Consultant or not. This Agreement may be modified only by amendment when signed by each Party. In the event that any one or more of the provisions of this Agreement shall be found to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken to the extent and in the jurisdictions necessary for compliance with applicable law.

18.7 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Client or Consultant.

18.8 The headings in this Agreement are for convenience only, and shall not affect the interpretation hereof. The terms "hereof", "herein," "hereto" and similar words refer to the entire Agreement and not to any particular Article, Section, Attachment, Exhibit or any other subdivision of this Agreement. References to "day" or "days" shall mean calendar days unless specified otherwise.

18.9 The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion, or expiration of the Agreement, including, but not limited to, indemnities and any expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion, or expiration.

18.10 It is understood and agreed that any delay, waiver or omission by Consultant or Client to exercise any right or power arising from any breach or default by Client or Consultant in any of the terms, provisions or covenants of this Agreement or any Work Authorization shall not be construed to be a waiver by Consultant or Client of any subsequent breach or default of the same or other terms, provisions or covenants on the part of Consultant or Client.

19. ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, which are attached hereto, are part of this Agreement.

Attachment 1 – Work Authorization Templates

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their duly authorized representatives, effective as of the day and year first above mentioned.

Jefferson School District

By: _____

(Signature)

Name: _____

(Printed)

Title: _____

URS Corporation, dba URS Corporation Americas

By: _____

(Signature)

Name: _____

(Printed)

Title: _____

URS

ATTACHMENT 1

LUMP SUM WORK AUTHORIZATION NO. _____

In accordance with the Agreement for Environmental Services between **[Client Legal Name]** ("Client"), and **[insert full legal name of URS entity that will sign/has signed the MSA]**, a **[state of incorporation]** corporation, dated **[insert effective date of Agreement, not this Work Authorization]**, this Work Authorization describes the Services, Schedule, and Payment Conditions for Services to be provided by **[insert full name of proper URS entity performing the services]** ("Consultant") on the Project known as:

_____

_____

Client Authorized Representative: ____
Address: _____
_____
Telephone No.: _____

Consultant Authorized Representative: _____
Address: _____
_____
Telephone No.: _____

SERVICES. The Services shall be described in Attachment ____ to this Work Order. **[be sure Attachment identifies proper URS entity to perform the services]**

SCHEDULE. The Estimated Schedule shall be set forth in Attachment __ to this Work Authorization. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT AND EQUITABLE ADJUSTMENTS. This is a lump sum Work Authorization. Consultant's lump sum compensation and provisions for progress and final payments are specified in Attachment _____ to this Work Authorization. Payment of $_____ is due upon signature of this Work Order and will be applied against the final invoice for this Work Authorization. Consultant shall give Client prompt written notice of unanticipated conditions or conditions which are materially different from those anticipated by Consultant at the time the lump sum compensation was agreed upon. If Client wishes Consultant to proceed, Consultant's lump sum compensation shall be subject to equitable adjustment for such conditions.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

CLIENT	CONSULTANT
_____	_____
Signature	Signature
_____	_____
Typed Name/Title	Typed Name/Title
_____	_____
Date of Signature	Date of Signature

URS

TIME AND MATERIALS WORK AUTHORIZATION NO. _____

In accordance with the Agreement for Environmental Services between **_[Client Legal Name]_** ("Client"), and **_[insert full legal name of URS entity that will sign/has signed the MSA]**, a **_[state of incorporation]_** corporation, dated **_[insert effective date of Agreement, not this Work Authorization]**, this Work Authorization describes the Services, Schedule, and Payment Conditions for Services to be provided by **[insert full name of proper URS entity performing the services]** ("Consultant") on the Project known as:

_____

_____

Client Authorized Representative: _____
Address: _____
_____
Telephone No.: _____

URS Authorized Representative: _____
Address: _____
_____
Telephone No.: _____

SERVICES. The Services shall be described in Attachment ____ to this Work Authorization. **[be sure Attachment identifies proper URS entity to perform the services]**

SCHEDULE. The Estimated Schedule shall be set forth in Attachment __ to this Work Authorization. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT. Payment of **_$_____** is due upon signature of this Work Authorization and will be applied against the final invoice for this Work Authorization. URS charges shall be on a "time and materials" basis and shall be in accordance with the Consultant's Schedule of Fees and Charges in effect at the time the Services are performed. Payment provisions and the Consultant's current Schedule of Fees and Charges are attached to this Work Authorization as Attachment ____.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

CLIENT	**CONSULTANT**
_____	_____
Signature	Signature
_____	_____
Typed Name/Title	Typed Name/Title
_____	_____
Date of Signature	Date of Signature

URS

TIME AND MATERIALS WORK AUTHORIZATION NO. JS-1

In accordance with the Agreement for Environmental Services between **Jefferson School District** ("Client"), and **URS Corporation, dba URS Corporation Americas**, a **Nevada** corporation, dated **February 5, 2014**, this Work Authorization describes the Services, Schedule, and Payment Conditions for Services to be provided by **URS Corporation Americas** ("Consultant") on the Project known as:

Small Soil Removal Action
Jefferson School Site
7500 West Linne Road, Tracy, CA

Client Authorized
Representative: Mindy Maxedon, Chief Business Officer
Address: 1219 Whispering Wind Drive
Tracy, CA 95377
Telephone No.: 209-836-2766

Consultant Authorized
Representative: Stuart St. Clair
Address: 30 River Park Place West, Suite 180
Fresno, CA 93720
Telephone No.: 559-256-1462

SERVICES. The Services are described in URS's proposal, dated February 5, 2014.

SCHEDULE. The Estimated Schedule is set forth in URS's proposal, dated February 5, 2014. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT. URS charges shall be on a "time and materials" basis and shall be in accordance with the Consultant's Schedule of Fees and Charges in effect at the time the Services are performed. Payment provisions and the Consultant's current Schedule of Fees and Charges are described in URS's proposal, dated February 5, 2014.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

CLIENT	**CONSULTANT**
Signature	Signature
Typed Name/Title	Typed Name/Title
Date of Signature	Date of Signature

proposal

DATE: January 13, 2014

TO: Jefferson School District
1219 Whispering Wind Drive
Tracy, CA 95377

ATTN: Mindy Maxedon
Chief Business Officer

RE: Tom Hawkins Temporary Campus

Dear Mindy,

PJHM Architects, Inc. is pleased to present this Professional Services Proposal for the Modular Classrooms and Modular MPR Project at Tom Hawkins Elementary School.

Scope of Work:

- Place 4 new leased 24'x40' modular classroom buildings
- Place 1 new leased 40'x48' modular multi-purpose building
- Accessibility upgrades as required by DSA to include:
  - Restrooms
  - Accessible Parking
  - Path of Travel
  - Drinking Fountains
- Provide Architectural and Engineering Services for
  - Various site studies at multiple campuses
  - Programming
  - Schematic Design
  - Design Development
  - Construction Documents
  - Local Fire Authority Approval
  - DSA Approval
  - Bidding
  - Construction Administration
  - Coordination with the District, Modular Building Manufacturer and DSA Inspector to close the project with certification.
- Provide electrical engineering
  - Provide power
  - Provide fire alarm engineering
  - Provide 1 wireless connection
  - Provide 2 hardwire data connections to each classroom
- Provide plumbing engineering
  - Provide water connections to modular buildings utilizing sinks and bubblers
  - Provide sewer connections to modular buildings utilizing sinks and bubblers
  - Provide gas connection to modular buildings

Based on the scope of work listed above, PJHM Architects, Inc. proposes **$42,500.00** in professional service fees invoiced as a **fixed fee** based on the following schedule of services. This proposed fee is based on the **scope of work listed above.** These fees include the required electrical and plumbing engineering services for the scope listed above.

pjhm·architects
OC: 24461 Ridge Route Drive #100 • Laguna Hills CA 92653 P: 949-496-6191
SD: 804 Pier View Way #103 • Oceanside CA 92054 P: 760-730-5527

proposal

Architectural Services	$31,000.00
Electrical Engineering Services	$ 8,050.00
Plumbing Engineering Services	$ 3,450.00
Professional Services Total	$42,500.00

Schedule of Services

Preliminary Studies	Five	Percent (	5	%)
Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
DSA Approval	Five	percent (	5	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	One Hundred	percent (	100	%)

If the scope of work, schedule, construction cost or the scope of the Architect's services is changed materially, the amount of compensation to the Architect shall be equitably adjusted as agreed by written amendment or proposal for additional services.

This estimate does not include the following services: Civil Engineering; Landscape Design or Engineering; Structural Engineering; Topographical Investigations / Reports; Geotechnical Investigations / Reports; Underground Utility Survey; Fire Sprinkler System Design and/or Approval; Hazardous Material Investigations/Reports/Consultants; SWPPP Plans; WQMP Plans; CEQA Plans; LEED Coordination/Certification; or Close out of existing DSA application numbers.

Reimbursable expenses, such as printing, shipping, agency fees, etc., will be invoiced at cost plus 15%. We would like to estimate the expense for reimbursable items at $1,500.00.

Thank you for considering PJHM Architects, and we look forward to working with you on this project.

FROM: Kenneth Podany • Architect
CHIEF EXECUTIVE OFFICER
pjhm architects

pjhm·architects
OC: 24461 Ridge Route Drive #100 • Laguna Hills CA 92653 P: 949 496 6191
SD: 864 Pier View Way #103 • Oceanside CA 92054 P: 760-730-5527

URS

VIA ELECTRONIC MAIL
(mmaxedon@sjcoe.net)

February 27, 2014

Ms. Mindy Maxedon, Chief Business Officer
Jefferson School District
1219 Whispering Wind Drive
Tracy, California 95377

Re: Revised Proposal for Environmental Consulting Services
Small Soil Removal Action
Jefferson School Site
7500 West Linne Road
Tracy, San Joaquin County, California

Dear Ms. Maxedon:

URS Corporation Americas (URS) prepared this proposal for the Jefferson School District (JSD, Client) to provide environmental consulting services related to removal of contaminated soil at the above-referenced existing school site. Under contract to the California Department of Toxic Substances Control (DTSC), URS conducted a Preliminary Environmental Assessment (PEA) of the site in 2013. Elevated concentrations of organochlorine pesticides (OCPs) and lead were detected in soil near some of the buildings. Under a previous work authorization from JSD, URS is performing statistical analysis of the existing data set and preparing a workplan for a small soil removal to address any "hotspots" of contamination identified by the analysis. This proposal includes our objective and scope of services, assumptions, fees, schedule, and conditions of service. This revised proposal supersedes our 21 February 2014 proposal and now provides for payment of prevailing wages (Davis Bacon Act) to applicable employees.

OBJECTIVE AND SCOPE OF SERVICES

The objective of URS's services will be to implement the workplan for a small soil removal. URS's scope of services will consist of the following:

- Perform pre-construction activities, including:
  - Making appropriate notifications to Underground Service Alert (USA), Cal-OSHA, and the San Joaquin Valley Air Pollution Control District.
  - Preparing a Health and Safety Plan (HASP) for the soil removal work.

URS Corporation
30 River Park Place West
Suite 180
Fresno, CA 93720
Tel: 559-256-1444
Fax: 559-256-1478
www.urscorp.com

  - If necessary, collecting up to 10 additional characterization soil samples from the proposed excavation area(s) for chemical analyses by a California-accredited laboratory of lead and/or OCPs.
  - Collecting up to three composite soil samples from the proposed excavation area(s) for waste-profile chemical analyses by a California-accredited laboratory of OCPs and Title 22 metals.
  - If possible, obtaining waste acceptance from an appropriate landfill prior to excavation, or alternatively after excavation.
  - Mobilizing equipment, support facilities, and personnel to the site.
- Excavate up to 100 bank cubic yards of contaminated soil from one or more areas to no deeper than 2 feet below ground surface (bgs), and stockpile the excavated soil on plastic sheeting or load it directly into trucks. If waste stockpile(s) are prepared, they will be securely covered with plastic sheeting until the soil is removed from the site.
- Following the excavation, URS will collect confirmation soil samples at up to 25 sidewall and bottom locations, and submit the samples to a California-accredited laboratory for chemical analysis of lead and/or OCPs. If necessary, URS will also collect composite sample(s) from the waste soil stockpile(s) and have the composite sample(s) analyzed for chemicals of concern.
- URS will load the excavated soil onto trucks operated by a properly licensed waste transporter, who will transport the soil for disposal at a permitted disposal facility.
- The methods and findings of the small soil removal action will be documented in a written report suitable for submittal to DTSC after Client review. The report will be prepared under the supervision of, and be signed by, a California-registered civil engineer experienced in hazardous-material site assessment and remediation. After DTSC review, the report will be revised to DTSC's satisfaction, if necessary.
- URS will consult with Client regarding the work, and will participate in meetings and/or teleconferences with Client and DTSC.

ASSUMPTIONS

This proposal is based on the following assumptions:

- URS is required to pay prevailing wages (Davis Bacon Act) to applicable employees.
- No grading permit will be required for the work.
- URS does not need to provide import fill material to backfill the excavation area(s).

- Restroom facilities and potable water will be available at the facility for URS's use.
- No more than 100 bank cubic yards of soil, weighing no more than 150 tons, will require excavation and disposal.
- All excavated soil will be classified as non-hazardous waste.
- Meetings with Client and/or DTSC will be conducted at URS's office in Fresno, or via telephone. Time and expenses to travel to Sacramento are not included in the enclosed fee estimate.

FEES

URS will provide the above scope of services on a time-and-materials basis in accordance with the enclosed fee schedule. The estimated not-to-exceed fee for the above scope of services is $36,874.00, as illustrated on the enclosed fee estimate table. In case the confirmation sample results indicate that additional excavation is required, URS proposes a contingency amount of $9,275, which should be sufficient for up to an additional 40 tons of excavated soil. This contingency amount will not be used without first discussing the need with Client and obtaining Client's approval. Thus, the total proposed not-to-exceed fee is $46,149.00.

ESTIMATED SCHEDULE

The estimated schedule for the above scope of services is as follows:

- Pre-construction activities will require two to three weeks after receiving Client's formal notice to proceed.
- Excavation of contaminated soil will require approximately two days.
- Laboratory analytical testing, and coordinating waste acceptance with the disposal facility, will require one to two weeks.
- Loading the stockpiled soil and transporting it to the disposal facility will require one day.
- Completing the report will require approximately two weeks after the laboratory analytical results are available. DTSC review is expected to require two to four weeks, followed possibly by another two weeks to make revisions and obtain final approval.

Overall, the small soil removal action will require approximately 8 to 14 weeks after receiving Client's formal notice to proceed.

CONDITIONS AND AUTHORIZATION

The services set forth in this proposal will be performed in accordance with the terms set forth in the existing Master Agreement for Environmental Services (Agreement), dated February 5, 2014, and signed by URS and Client. If the terms of this proposal are acceptable, please have an authorized Client representative sign and return the enclosed Work Authorization as our formal notice to proceed. An authorized URS representative will sign the Work Authorization, and we will return a copy to you for your records.

The above fee estimate and schedule are contingent upon not encountering unanticipated difficulties beyond URS's control, such as problems with subcontractor availability, regulatory approval, or weather or other field conditions. URS will notify Underground Services Alert (USA) of the field work at least 48 hours in advance. URS shall not be responsible for damage to any subsurface structures (such as pipes, tanks, cables, or utilities) for which locations are not identified to URS by Client, the site owner, or USA-member companies before soil probing begins. This proposal is valid for six months.

We appreciate the opportunity to work with you on this important project. If you have any questions or require further information, please do not hesitate to contact us.

Sincerely,
URS CORPORATION AMERICAS

Stuart St. Clair

Stuart B. St. Clair, PE
Project Civil Engineer

Enclosures: Schedule of Fees and Charges
Fee Estimate Table
Work Authorization No. JS-2

URS CORPORATION – FRESNO, CALIFORNIA
2014 SCHEDULE OF FEES AND CHARGES
Jefferson School Remediation, Tracy, CA

The following describes the basis for compensation for services performed during year 2014. This Schedule of Fees and Charges will be adjusted annually on January 1 of each subsequent year to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the newyear. The new Schedule of Fees and Charges will apply to existing and new assignments.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field, and travel time, will be at the Unit Price Hourly rates set forth below for the labor classifications indicated.

Labor Classification	Hourly Rate
Technician I	$45
Technician II	$62
Technician III	$116
CADD/GIS Technician	$76
Project Assistant / Word Processor / Editor	$76
Project/Contract Administrator	$85
Technician IV	$163
Sr. CADD Technician / Designer	$88
Professional I	$90
Professional II	$98
Sr. GIS / Info Tech Specialist	$118
Senior Professional	$118
Project Professional	$131
Senior Project Professional	$154
Principal Professional I	$179
Principal Professional II	$195

Charges for contract personnel under URS supervision and using URS facilities will be made according to the hourly rate corresponding to their classification. When staff are performing field work on projects, a minimum daily charge of 4 hours will apply.

When URS staff appear as expert witnesses at court trials, arbitration hearings, and depositions, their time will be charged at 2.0 times the standard hourly rate. All time spent preparing for such trials, hearings, and depositions, will be charged at the standard labor rate.

URS LABORATORY SERVICES AND EQUIPMENT CHARGES

The use of field equipment will be charged at standard usage rates. Rate schedules are available upon request.

OTHER PROJECT CHARGES

Subcontractors and Other Non-Salary Expenses

The cost of services subcontracted by URS to others and other outside costs incurred by URS that are directly identifiable to the project will be charged at cost plus 15% and 10% respectively.

Communications

The cost of communication including telephone (excluding cellular phones), facsimile, postage, and other incidental costs will be charged at a flat rate of 2% of total gross labor charges.

Computers

The software charge for Computer-Aided Design and Drafting (CADD), graphics generation, modeling applications, Geographic Information Systems (GIS), and similar technical computing is $25.00 per hour.

In addition to the above, the following charges will apply to plots generated by the CADD and GIS systems:

Plot Size	Paper	Mylar
Smaller than D-Size	$3.00	$9.00
D-Size	$6.00	$18.00
Larger than D-Size	$1.00/ft^2	$3.50/ft^2

Document Reproduction

In-house reproduction will be charged at $.10 a page for black and white, $1.75 per page for premium color, and $1.00 per page for standard color.

Specialized Equipment

The use of specialized URS equipment (including field equipment and cellular phones) will be charged at fixed rental rates, consistent with prevailing market rates. Rate schedules are available upon request.

Vehicles, Mileage and Travel

URS-owned vehicles used on project assignments will be charged at $90.00 per day (up to 120 miles plus $0.22 per mile thereafter), with a minimum charge of 1/2 day, or $360.00 per week. The mileage charge for personal autos will be the then current mileage rate established by the Internal Revenue Service. Travel expenses will be billed at actual cost.

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.

URS

FEE ESTIMATE
Environmental Consulting Services
Small Soil Removal Action, Jefferson School, Tracy, CA

URS LABOR COSTS		Task 1		Task 2		Task 3		Task 4		Task 5			
STAFF CATEGORY	Hourly Billing Rate	Project Management, Consultation, Meetings, & DTSC Interaction		Pre-Field Work		Field and Laboratory Work		Reporting		Contingency for Possible Additional Excavation		TOTAL	TOTAL
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	HOURS	FEE
Principal Professional II	$195.00	1.0	$195	0.0	$0	0.0	$0	0.0	$0	0.0	$0	1.0	$195
Principal Professional I	$179.00	0.0	$0	0.0	$0	0.0	$0	0.0	$0	0.0	$0	0.0	$0
Senior Project Professional	$154.00	0.0	$0	0.0	$0	0.0	$0	0.0	$0	0.0	$0	0.0	$0
Project Professional	$131.00	6.0	$786	10.0	$1,310	2.0	$262	6.0	$786	2.0	$262	26.0	$3,406
Senior Professional	$118.00	0.0	$0	0.0	$0	0.0	$0	0.0	$0	0.0	$0	0.0	$0
Professional	$98.00	0.0	$0	0.0	$0	0.0	$0	0.0	$0	0.0	$0	0.0	$0
Staff Professional	$90.00	0.0	$0	12.0	$1,080	30.0	$2,700	8.0	$720	10.0	$900	60.0	$5,400
Senior Technician	$163.00	0.0	$0	0.0	$0	30.0	$4,890	0.0	$0	10.0	$1,630	40.0	$6,520
Contract Administrator	$85.00	4.0	$340	0.0	$0	0.0	$0	0.0	$0	0.0	$0	4.0	$340
Technician	$116.00	0.0	$0	0.0	$0	30.0	$3,480	0.0	$0	10.0	$1,160	40.0	$4,640
CADD Technician	$76.00	0.0	$0	2.0	$152	0.0	$0	4.0	$304	0.0	$0	6.0	$456
Project Assistant/Word Processor/Editor	$76.00	6.0	$456	2.0	$152	2.0	$152	2.0	$152	0.0	$0	12.0	$912
Clerk	$62.00	0.0	$0	0.0	$0	0.0	$0	2.0	$124	0.0	$0	2.0	$124
URS Labor Fee Subtotal		17.0	$1,777	26.0	$2,694	94.0	$11,484	22.0	$2,086	32.0	$3,952	191.0	$21,993
Communications Fee	2.0% of direct labor		$36		$54		$230		$42		$79		$440

OTHER DIRECT COSTS (ODCs)														
ITEM	RATE	MARKUP	Units	Fee	Units	Fee	Units	Fee	Units	Fee	Units	Fee	Units	Fee
Vehicle / day	$90.00	0%	0.0	$0	1.0	$90	4.0	$360	0.0	$0	2.0	$180	7.0	$630
Equipment Mobilization	$150.00	0%	0.0	$0	0.0	$0	4.0	$600	0.0	$0	4.0	$600	8.0	$1,200
Miscellaneous supplies	$100.00	10%	0.0	$0	1.0	$110	4.0	$440	0.0	$0	0.0	$0	5.0	$550
Excavator / day	$300.00	10%	0.0	$0	0.0	$0	2.0	$660	0.0	$0	1.0	$330	3.0	$990
Loader / day	$300.00	10%	0.0	$0	0.0	$0	1.0	$330	0.0	$0	1.0	$330	2.0	$660
H&S equipment	$200.00	10%	0.0	$0	0.0	$0	1.0	$220	0.0	$0	0.0	$0	1.0	$220
Shipping sample cooler	$50.00	10%	0.0	$0	1.0	$55	1.0	$55	0.0	$0	1.0	$55	3.0	$165
Shipping document	$10.00	10%	0.0	$0	0.0	$0	0.0	$0	3.0	$33	0.0	$0	3.0	$33
ODCs Subtotal (including markup)				$0		$255		$2,665		$33		$1,495		$4,448

SUBCONTRACTOR COSTS														
SUBCONTRACTOR	RATE	MARKUP	Units	Fee	Units	Fee	Units	Fee	Units	Fee	Units	Fee	Units	Fee
Waste Transport / Hour	$125.00	15%	0.0	$0	0.0	$0	24.0	$3,450	0.0	$0	8.0	$1,150	32.0	$4,600
Waste Disposal / Ton	$40.00	15%	0.0	$0	0.0	$0	150.0	$6,900	0.0	$0	40.0	$1,840	190.0	$8,740
Laboratory Analyses														
Organochlorine Pesticides (EPA 8081A)	$90.00	15%	0.0	$0	13.0	$1,346	25.0	$2,588	0.0	$0	6.0	$621	44.0	$4,554
Lead (EPA 6010B)	$20.00	15%	0.0	$0	10.0	$230	25.0	$575	0.0	$0	6.0	$138	41.0	$943
Title 22 Metals (EPA 6010B/7471A)	$125.00	15%	0.0	$0	3.0	$431	0.0	$0	0.0	$0	0.0	$0	3.0	$431
Subcontractor Costs Subtotal (including markup)				$0		$2,007		$13,513		$0		$3,749		$19,268
TASK FEE SUBTOTALS				$1,813		$5,010		$27,891		$2,161		$9,275		$46,149

Notes:

Assumes waste soil will not need incineration or stabilization.

URS

TIME AND MATERIALS WORK AUTHORIZATION NO. JS-2

In accordance with the Agreement for Environmental Services between **Jefferson School District** ("Client"), and **URS Corporation, dba URS Corporation Americas**, a **Nevada** corporation, dated **February 5, 2014**, this Work Authorization describes the Services, Schedule, and Payment Conditions for Services to be provided by **URS Corporation Americas** ("Consultant") on the Project known as:

Small Soil Removal Action
Jefferson School Site
7500 West Linne Road, Tracy, CA

Client Authorized
Representative: Mindy Maxedon, Chief Business Officer
Address: 1219 Whispering Wind Drive
Tracy, CA 95377
Telephone No.: 209-836-2766

Consultant Authorized
Representative: Stuart St. Clair
Address: 30 River Park Place West, Suite 180
Fresno, CA 93720
Telephone No.: 559-256-1462

SERVICES. The Services are described in Consultant's proposal, dated February 27, 2014.

SCHEDULE. The Estimated Schedule is set forth in Consultant's proposal, dated February 27, 2014. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT. Consultant's charges shall be on a "time and materials" basis and shall be in accordance with the Consultant's Schedule of Fees and Charges in effect at the time the Services are performed. Consultant's estimated fee and Consultant's current Schedule of Fees and Charges are described in Consultant's proposal, dated February 27, 2014. The estimated maximum total fee for the Services is $46,149.00. The maximum fee authorized under Work Authorization No. JS-1 was $9,256.00. Therefore, the total maximum authorized fee under Work Authorizations Nos. JS-1 and JS-2 is $55,405.00.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

CLIENT	**CONSULTANT**
Signature	Signature
Typed Name/Title	Typed Name/Title
Date of Signature	Date of Signature

URS

VIA ELECTRONIC MAIL
(mmaxedon@sjcoe.net)

March 14, 2014

Ms. Mindy Maxedon, Chief Business Officer
Jefferson School District
1219 Whispering Wind Drive
Tracy, California 95377

Re: Second Revised Proposal for Environmental Consulting Services
Small Soil Removal Action
Jefferson School Site
7500 West Linne Road
Tracy, San Joaquin County, California

Dear Ms. Maxedon:

URS Corporation Americas (URS) prepared this proposal for the Jefferson School District (JSD, Client) to provide environmental consulting services related to removal of contaminated soil at the above-referenced existing school site. Under contract to the California Department of Toxic Substances Control (DTSC), URS conducted a Preliminary Environmental Assessment (PEA) of the site in 2013. Elevated concentrations of organochlorine pesticides (OCPs) and lead were detected in soil near some of the buildings. Under a previous work authorization from JSD, URS is performing statistical analysis of the existing data set and preparing a workplan for a small soil removal to address any "hotspots" of contamination identified by the analysis. This proposal includes our objective and scope of services, assumptions, fees, schedule, and conditions of service. This revised proposal supersedes our 21 and 27 February 2014 proposals and now provides for payment of prevailing wages (Davis Bacon Act) to applicable employees, and only provides for removal of up to 15 bank cubic yards of impacted soil. We understand that you are proceeding without formal oversight from DTSC or any other environmental regulatory agency, but are seeking DTSC concurrence if possible.

OBJECTIVE AND SCOPE OF SERVICES

The objective of URS's services will be to implement the workplan for a small soil removal. URS's scope of services will consist of the following:

- Perform pre-construction activities, including:

URS Corporation
30 River Park Place West
Suite 180
Fresno, CA 93720
Tel: 559-256-1444
Fax: 559-256-1478
www.urscorp.com

  - Making appropriate notifications to Underground Service Alert (USA), Cal-OSHA, and the San Joaquin Valley Air Pollution Control District.
  - Preparing a Health and Safety Plan (HASP) for the soil removal work
  - Obtaining waste acceptance from an appropriate landfill prior to excavation, or alternatively after excavation.
  - Mobilizing equipment, support facilities, and personnel to the site.
- Excavate up to 16 bank cubic yards of contaminated soil from one area to no deeper than 1.5 feet below ground surface (bgs), and load the excavated soil directly into one or more trucks operated by a properly licensed waste transporter, who will transport the soil for disposal at a permitted disposal facility.
- Following the excavation, URS will collect confirmation soil samples at four sidewall and two bottom locations, and submit the samples to a California-accredited laboratory for chemical analysis of lead.
- The methods and findings of the small soil removal action will be documented in a written report suitable for submittal to DTSC after Client review. The report will be prepared under the supervision of, and be signed by, a California-registered civil engineer experienced in hazardous-material site assessment and remediation. After DTSC review, the report will be revised to DTSC's satisfaction, if necessary.
- URS will consult with Client regarding the work, and will participate in meetings and/or teleconferences with Client and DTSC.

ASSUMPTIONS

This proposal is based on the following assumptions:

- Client understands that DTSC will not provide final case closure for the site until an environmental regulatory agency reviews the available data and approves the site for case closure.
- URS is required to pay prevailing wages (Davis Bacon Act) to applicable employees.
- No grading permit will be required for the work.
- URS does not need to provide import fill material to backfill the excavation area(s).
- Restroom facilities and potable water will be available at the facility for URS's use.
- No more than 15 bank cubic yards of soil, weighing no more than 23 tons, will require excavation and disposal.

- All excavated soil will be classified as non-hazardous waste.
- No additional excavation will be required after receipt of the analytical results for the confirmation soil samples.
- Meetings with Client and/or DTSC will be conducted at URS's office in Fresno, or via telephone. Time and expenses to travel to Tracy or Sacramento for project meetings are not included in the enclosed fee estimate.

FEES

URS will provide the above scope of services on a time-and-materials basis in accordance with the enclosed fee schedule. The estimated not-to-exceed fee for the above scope of services is $15,894.00, as illustrated on the enclosed fee estimate table.

ESTIMATED SCHEDULE

The estimated schedule for the above scope of services is as follows:

- Pre-construction activities will require two to three weeks after receiving Client's formal notice to proceed.
- Excavation and loading of contaminated soil and transporting it to the disposal facility will require approximately one day.
- Laboratory analytical testing will require one to two weeks.
- Completing the report will require approximately two weeks after the laboratory analytical results are available. DTSC review is expected to require one to two weeks, followed possibly by another one week to make revisions and obtain a final letter from DTSC.

Overall, the small soil removal action will require approximately 6 to 10 weeks after receiving Client's formal notice to proceed.

CONDITIONS AND AUTHORIZATION

The services set forth in this proposal will be performed in accordance with the terms set forth in the existing Master Agreement for Environmental Services (Agreement), dated February 5, 2014, and signed by URS and Client. If the terms of this proposal are acceptable, please have an authorized Client representative sign and return the enclosed Work Authorization as our formal

notice to proceed. An authorized URS representative will sign the Work Authorization, and we will return a copy to you for your records.

The above fee estimate and schedule are contingent upon not encountering unanticipated difficulties beyond URS's control, such as problems with subcontractor availability, regulatory approval, or weather or other field conditions. URS will notify Underground Services Alert (USA) of the field work at least 48 hours in advance. URS shall not be responsible for damage to any subsurface structures (such as pipes, tanks, cables, or utilities) for which locations are not identified to URS by Client, the site owner, or USA-member companies before soil probing begins. This proposal is valid for six months.

We appreciate the opportunity to work with you on this important project. If you have any questions or require further information, please do not hesitate to contact us.

Sincerely,
URS CORPORATION AMERICAS

Stuart St. Clair

Stuart B. St. Clair, PE
Project Civil Engineer

Enclosures: Schedule of Fees and Charges
Fee Estimate Table
Work Authorization No. JS-2

URS CORPORATION – FRESNO, CALIFORNIA
2014 SCHEDULE OF FEES AND CHARGES
Jefferson School Remediation, Tracy, CA

The following describes the basis for compensation for services performed during year 2014. This Schedule of Fees and Charges will be adjusted annually on January 1 of each subsequent year to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the newyear. The new Schedule of Fees and Charges will apply to existing and new assignments.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field, and travel time, will be at the Unit Price Hourly rates set forth below for the labor classifications indicated.

Labor Classification	Hourly Rate
Technician I	$45
Technician II	$62
Technician III	$116
CADD/GIS Technician	$76
Project Assistant / Word Processor / Editor	$76
Project/Contract Administrator	$85
Technician IV	$163
Sr. CADD Technician / Designer	$88
Professional I	$90
Professional II	$98
Sr. GIS / Info Tech Specialist	$118
Senior Professional	$118
Project Professional	$131
Senior Project Professional	$154
Principal Professional I	$179
Principal Professional II	$195

Charges for contract personnel under URS supervision and using URS facilities will be made according to the hourly rate corresponding to their classification. When staff are performing field work on projects, a minimum daily charge of 4 hours will apply.

When URS staff appear as expert witnesses at court trials, arbitration hearings, and depositions, their time will be charged at 2.0 times the standard hourly rate. All time spent preparing for such trials, hearings, and depositions, will be charged at the standard labor rate.

URS LABORATORY SERVICES AND EQUIPMENT CHARGES

The use of field equipment will be charged at standard usage rates. Rate schedules are available upon request.

OTHER PROJECT CHARGES

Subcontractors and Other Non-Salary Expenses

The cost of services subcontracted by URS to others and other outside costs incurred by URS that are directly identifiable to the project will be charged at cost plus 15% and 10% respectively.

Communications

The cost of communication including telephone (excluding cellular phones), facsimile, postage, and other incidental costs will be charged at a flat rate of 2% of total gross labor charges.

Computers

The software charge for Computer-Aided Design and Drafting (CADD), graphics generation, modeling applications, Geographic Information Systems (GIS), and similar technical computing is $25.00 per hour.

In addition to the above, the following charges will apply to plots generated by the CADD and GIS systems:

Plot Size	Paper	Mylar
Smaller than D-Size	$3.00	$9.00
D-Size	$6.00	$18.00
Larger than D-Size	$1.00/ft^2	$3.50/ft^2

Document Reproduction

In-house reproduction will be charged at $.10 a page for black and white, $1.75 per page for premium color, and $1.00 per page for standard color.

Specialized Equipment

The use of specialized URS equipment (including field equipment and cellular phones) will be charged at fixed rental rates, consistent with prevailing market rates. Rate schedules are available upon request.

Vehicles, Mileage and Travel

URS-owned vehicles used on project assignments will be charged at $90.00 per day (up to 120 miles plus $0.22 per mile thereafter), with a minimum charge of 1/2 day, or $360.00 per week. The mileage charge for personal autos will be the then current mileage rate established by the Internal Revenue Service. Travel expenses will be billed at actual cost.

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.

URS

FEE ESTIMATE
Environmental Consulting Services
Small Soil Removal Action, Jefferson School, Tracy, CA

URS LABOR COSTS			Task 1		Task 2		Task 3		Task 4			
STAFF CATEGORY		Hourly Billing Rate	Project Management, Consultation, Meetings, & DTSC Interaction		Pre-Field Work		Field and Laboratory Work		Reporting		TOTAL	TOTAL
			Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	HOURS	FEE
Principal Professional II		$195.00	0.0	$0	0.0	$0	0.0	$0	1.0	$195	1.0	$195
Principal Professional I		$179.00	0.0	$0	0.0	$0	0.0	$0	0.0	$0	0.0	$0
Senior Project Professional		$154.00	0.0	$0	0.0	$0	0.0	$0	0.0	$0	0.0	$0
Project Professional		$131.00	4.0	$524	6.0	$786	1.0	$131	12.0	$1,572	23.0	$3,013
Senior Professional		$118.00	0.0	$0	0.0	$0	0.0	$0	0.0	$0	0.0	$0
Professional		$98.00	0.0	$0	0.0	$0	0.0	$0	0.0	$0	0.0	$0
Staff Professional		$90.00	0.0	$0	2.0	$180	12.0	$1,080	16.0	$1,440	30.0	$2,700
Senior Technician		$163.00	0.0	$0	0.0	$0	24.0	$3,912	0.0	$0	24.0	$3,912
Contract Administrator		$85.00	2.0	$170	0.0	$0	0.0	$0	0.0	$0	2.0	$170
Technician		$116.00	0.0	$0	0.0	$0	0.0	$0	0.0	$0	0.0	$0
CADD Technician		$76.00	0.0	$0	2.0	$152	0.0	$0	6.0	$456	8.0	$608
Project Assistant/Word Processor/Editor		$76.00	2.0	$152	2.0	$152	2.0	$152	4.0	$304	10.0	$760
Clerk		$62.00	0.0	$0	0.0	$0	0.0	$0	2.0	$124	2.0	$124
URS Labor Fee Subtotal			8.0	$846	12.0	$1,270	39.0	$5,275	41.0	$4,091	100.0	$11,482
Communications Fee	2.0% of direct labor			$17		$25		$106		$82		$230
OTHER DIRECT COSTS (ODCs)												
ITEM	RATE	MARKUP	Units	Fee	Units	Fee	Units	Fee	Units	Fee	Units	Fee
Vehicle / day	$90.00	0%	0.0	$0	1.0	$90	2.0	$180	0.0	$0	3.0	$270
Equipment Mobilization	$150.00	0%	0.0	$0	0.0	$0	2.0	$300	0.0	$0	2.0	$300
Miscellaneous supplies	$100.00	10%	0.0	$0	1.0	$110	1.0	$110	0.0	$0	2.0	$220
Excavator / day	$300.00	10%	0.0	$0	0.0	$0	1.0	$330	0.0	$0	1.0	$330
Loader / day	$300.00	10%	0.0	$0	0.0	$0	1.0	$330	0.0	$0	1.0	$330
H&S equipment	$200.00	10%	0.0	$0	0.0	$0	1.0	$220	0.0	$0	1.0	$220
Shipping sample cooler	$50.00	10%	0.0	$0	1.0	$55	1.0	$55	0.0	$0	2.0	$110
Shipping document	$10.00	10%	0.0	$0	0.0	$0	0.0	$0	3.0	$33	3.0	$33
ODCs Subtotal (including markup)				$0		$255		$1,525		$33		$1,813
SUBCONTRACTOR COSTS												
SUBCONTRACTOR	RATE	MARKUP	Units	Fee	Units	Fee	Units	Fee	Units	Fee	Units	Fee
Waste Transport / Hour	$125.00	15%	0.0	$0	0.0	$0	8.0	$1,150	0.0	$0	8.0	$1,150
Waste Disposal / Ton	$40.00	15%	0.0	$0	0.0	$0	23.0	$1,058	0.0	$0	23.0	$1,058
Laboratory Analyses												
Organochlorine Pesticides (EPA 8081A)	$90.00	15%	0.0	$0	0.0	$0	0.0	$0	0.0	$0	0.0	$0
Lead (EPA 6010B)	$20.00	15%	0.0	$0	0.0	$0	7.0	$161	0.0	$0	7.0	$161
Title 22 Metals (EPA 6010B/7471A)	$125.00	15%	0.0	$0	0.0	$0	0.0	$0	0.0	$0	0.0	$0
Subcontractor Costs Subtotal (including markup)				$0		$0		$2,369		$0		$2,369
TASK FEE SUBTOTALS				$863		$1,550		$9,275		$4,206		$15,894

Notes:

Assumes waste soil will not need incineration or stabilization.

URS

TIME AND MATERIALS WORK AUTHORIZATION NO. JS-2

In accordance with the Agreement for Environmental Services between **Jefferson School District** ("Client"), and **URS Corporation, dba URS Corporation Americas**, a **Nevada** corporation, dated **February 5, 2014**, this Work Authorization describes the Services, Schedule, and Payment Conditions for Services to be provided by **URS Corporation Americas** ("Consultant") on the Project known as:

Small Soil Removal Action
Jefferson School Site
7500 West Linne Road, Tracy, CA

Client Authorized
Representative: Mindy Maxedon, Chief Business Officer
Address: 1219 Whispering Wind Drive
Tracy, CA 95377
Telephone No.: 209-836-2766

Consultant Authorized
Representative: Stuart St. Clair
Address: 30 River Park Place West, Suite 180
Fresno, CA 93720
Telephone No.: 559-256-1462

SERVICES. The Services are described in Consultant's proposal, dated March 14, 2014.

SCHEDULE. The Estimated Schedule is set forth in Consultant's proposal, dated March 14, 2014. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT. Consultant's charges shall be on a "time and materials" basis and shall be in accordance with the Consultant's Schedule of Fees and Charges in effect at the time the Services are performed. Consultant's estimated fee and Consultant's current Schedule of Fees and Charges are described in Consultant's proposal, dated March 14, 2014. The estimated maximum total fee for the Services is $15,894.00. The maximum fee authorized under Work Authorization No. JS-1 was $9,256.00. Therefore, the total maximum authorized fee under Work Authorizations Nos. JS-1 and JS-2 is $25,150.00.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

CLIENT	CONSULTANT
MMaxedon	CWestat
Signature	Signature
MINDY MAXEDON CBO	Cathy Westat / VP
Typed Name/Title	Typed Name/Title
3-25-14	3-31-14
Date of Signature	Date of Signature