

2021-0097

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 21-4-7

An ordinance to approve and authorize the execution of an Agreement for Professional Services with GIS Engineering, LLC for providing all necessary services for a new Montz Pump Station (P210301).

WHEREAS, the Montz area watersheds has been evaluated for potential drainage improvements; and,

WHEREAS, an additional pump station is expected to assist the existing Prescott Pump Station to improve the overall drainage of the Montz area watershed; and,

WHEREAS, the attached Agreement between St. Charles Parish and GIS Engineering, LLC describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement for Professional Services between St. Charles Parish and GIS Engineering, LLC for services as required by the Department of Public Works is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said agreement on behalf of the Parish of St. Charles.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 19th day of April, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Marilyn Bellock*

SECRETARY: *Michelle DiPasato*

DLVD/PARISH PRESIDENT: April 26, 2021

APPROVED: DISAPPROVED:

PARISH PRESIDENT: *Matthew Jewell*

RETD/SECRETARY: April 21, 2021

AT: 2:50 pm RECD BY: *[Signature]*

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the 28th day of April, 2021 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and GIS Engineering, LLC, a limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for Montz Pump Station (P210301) as described in Ordinance No. 21-4-7 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

Montz Pump Station
P210301

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 **Planning Phase NOT APPLICABLE**
 - 3.6.1 Conducting a Planning Meeting Workshop with the Owner.
 - 3.6.2 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials consulting, and environmental assessments and impact statements.

- 3.6.3 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project and participating in consultations with such authorities.
- 3.6.4 Preparing a comprehensive Planning Report presenting multiple solutions to the Owner with the Consultant's findings and recommendations. The Report will contain as a minimum:
 - a. Discussion of project background and need.
 - b. Schematic layouts, sketches, or photographs.
 - c. Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
 - d. Any special material specifications including major equipment specifications.
 - e. A preliminary cost estimate for each alternative.
 - f. Consultant's conceptual opinion of probable costs for the selected alternative.
 - g. Discussion as to what permits are needed, time to acquire approvals, and potential adjacent landowner authorizations/servitudes that need addressing.
 - h. Discussion of the type of additional services that will be needed.
- 3.6.5 Meeting with the Owner and presenting findings of the Planning Report.
- 3.6.6 The Planning Report and Consultant's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Consultant to proceed with Planning Services.
 - a. Two (2) copies of the report for review.
 - b. Once the report has been finalized, submit two (2) copies of the revised report plus one (1) electronic file copy in PDF format.

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Consultant may retain a set of documents for its files.

- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

7.0 NOTICE TO PROCEED

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.

- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
 - b. Timesheets for all hours invoiced.
 - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

10.0 FUNDS

No work shall be authorized until funds are established for each individual task.

11.0 TERMINATION OR SUSPENSION

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

13.0 INDEMNIFICATION

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

14.0 WARRANTY

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.

14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.

14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Consultant's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

16.0 OTHER

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified withing this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

Billy Raymond

[Signature]

WITNESSES:

Jane Moulla
[Signature]

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell
Parish President

4-21-21

Date:

CONSULTANT

[Signature]

By:

04/20/21

Date:

ATTACHMENT "A"

MONTZ PUMP STATION (P210301)

Scope of Services:

Design Phase: CONSULTANT will perform engineering and design and develop plans and specifications required to define construction requirements for the required pump station, associated piping, site work, and electrical work. Required scope items include:

- Electric submersible pumps with a capacity of 202 cubic feet per second total (number of pumps will be determined during design)
- Reinforced structural concrete sump, walls, slabs, and decking superstructure
- 36" welded steel discharge lines and required fittings and valves
- Modifying LA Hwy 628 to go over the discharge pipes
- Concrete footing/matting foundation for discharge pipes over levee
- 10' wide concrete drive over discharge pipes at levee crown
- Electrical control panel with SCADA controls
- Diesel driven generator with 3-day diesel tank and Automatic Transfer Switch (ATS)

CONSULTANT will submit progress drawings when design is 30%, 65% and 90% complete. The 100% deliverable will include stamped and sealed plans and specifications that are ready for bidding.

Bidding Phase: CONSULTANT will provide all documentation necessary to advertise the project for bidding and will assist St. Charles Parish in advertising and obtaining bids. CONSULTANT will attend the bid opening, evaluate bids, and make recommendations to OWNER.

Construction Phase: CONSULTANT will assist OWNER with execution of a contract with the Contractor. CONSULTANT will represent OWNER to the Contractor, providing a competent Project Engineer to oversee and report progress. CONSULTANT will coordinate with the OWNER, the Contractor, the Louisiana Department of Transportation and Development (DOTD), the United States Army Corps of Engineers (USACE), and any other stakeholders required to address any requirements during construction. CONSULTANT will verify the Contractor's pay applications and review submittals.

Additional Services: CONSULTANT proposes to submit and obtain the required permits for the project to the Louisiana Department of Natural Resources (DNR), DOTD, and USACE. CONSULTANT is also proposing to perform all required topographic surveying required to design the pump station. Resident inspection services may be provided and will be determined prior to the start of construction. If used, resident inspection services would be authorized by task order. Geotechnical engineering services are excluded from this Agreement.

ATTACHMENT "B"

MONTZ PUMP STATION (P210301)

Project Schedule:

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

| | <u>Number of Days to Complete</u> |
|-------------------------------------|-----------------------------------|
| 65-Percent Plans and Specifications | 120 |
| 100-Percent Bidding Documents | 105 |

ATTACHMENT "C"

MONTZ PUMP STATION (P210301)

Project Cost:

For performance of all services, the Owner shall authorize and pay the CONSULTANT a not-to-exceed fee, based on the CONSULTANT's attached 2021 Standard Rate Schedule and actual time worked and charges incurred. For the various phases the CONSULTANT shall be paid as follows:

| | |
|---------------------------------|---------------|
| Design Phase | \$ 448,617.00 |
| Bidding and Negotiation Phase | \$ 29,908.00 |
| Construction Phase | \$ 119,631.00 |
| Permitting | \$ 50,000.00 |
| Topographic Surveying | \$ 40,000.00 |
| Resident Project Representative | TBD* |

* Scope and cost to be negotiated between parties and authorized by mutual written amendment to the contract.



2021
STANDARD
RATE SCHEDULE

| Category | Category Description | Personnel Description | Bill Rate |
|---------------------------|----------------------|--|-----------|
| I | CO-OP | Student Intern | 55 |
| II | ADMINISTRATION | Administrative Assistant I | 65 |
| | | Administrative Assistant II | 75 |
| | | Executive Assistant | 85 |
| III | AUTO CADD | CADD Tech I | 75 |
| | | CADD Tech II | 85 |
| | | Designer I | 100 |
| | | Designer II | 115 |
| | | Sr. Designer | 135 |
| IV | SURVEYING | Survey Technician | 55 |
| | | Survey Intern I | 75 |
| | | Survey Intern II / Survey Party Chief | 85 |
| | | Survey Crew (2-Man) | 135 |
| | | Professional Land Surveyor I | 105 |
| | | Professional Land Surveyor II | 130 |
| | | Professional Land Surveyor III | 155 |
| Survey Crew (3-Man) | 195 | | |
| V | CONSTRUCTION | Project Rep I | 65 |
| | | Project Rep II | 75 |
| | | Project Rep III | 85 |
| | | Project Rep IV | 95 |
| | | Construction Manager I | 115 |
| | | Construction Manager II | 135 |
| | | Sr. Construction Manager | 180 |
| VI | ENVIRONMENTAL | Scientist I | 85 |
| | | Scientist II | 100 |
| | | Scientist III | 135 |
| | | Sr. Scientist | 195 |
| VII | ENGINEERING | Engineer Tech I | 65 |
| | | Engineer Tech II | 75 |
| | | Engineer Tech III | 85 |
| | | Engineer Tech IV | 95 |
| | | Engineer Intern I | 85 |
| | | Engineer Intern II | 100 |
| | | Professional Engineer I | 115 |
| | | Professional Engineer II | 135 |
| | | Professional Engineer III | 155 |
| | | Professional Engineer IV | 180 |
| Sr. Professional Engineer | 195 | | |
| VIII | PROJECT MANAGEMENT | Project Associate I / Project Controller I | 95 |
| | | Project Associate II / Project Controller II | 115 |
| | | Deputy Project Manager | 135 |
| | | Project Manager | 155 |
| | | Sr. Project Manager | 195 |
| IX | PROGRAM MANAGEMENT | Client Program Manager | 180 |
| | | Director / Division Manager | 195 |
| | | Sr. Client Program Manager | 215 |
| X | PRINCIPALS | Principal | 225 |
| | | Sr. Principal | 275 |

SURVEYING MATERIALS & EXPENSES

| | | |
|-------------------------------------|--|-----------------|
| 1"x1"x48" | | \$ 2.00/ea |
| Cane Poles | | \$ 3.50/ea |
| Flagging | | \$ 1.75/roll |
| Iron Rod Control Point | | \$ 3.35/ea |
| Meals and Lodging | | \$ at cost |
| Computer (CAD & Calculation Charge) | | \$ 18.00/hour |
| Pin Flags | | \$20.00/ bundle |

OTHER EQUIPMENT & EXPENSES

| | | |
|--|--|-------------------------|
| ATV | | \$ 50.00/day |
| UTV | | \$ 100.00/day |
| Digital Camera | | \$ 20.00/day |
| Video Camera | | \$ 30.00/day |
| Standard Vehicle (0-240 miles) | | \$ 70.00/day |
| Standard Vehicle (240+ miles) | | \$ at Federal Rate/mile |
| Survey Vehicle | | \$ 15.00/hr |
| Drone | | \$150.00/day |
| Metal Detectors (Pipe Locator) | | \$ 35.00/day |
| Interior/Exterior Rotary Laser Level | | \$ 75.00/day |
| Radio | | \$ 25.00/day |
| Fathometer | | \$ 275.00/day |
| Distance Meter | | \$ 125.00/day |
| Distance Meter (Total Station) | | \$ 175.00/day |
| Digital Flow Meter | | \$ 50.00/day |
| Handheld GPS | | \$ 30.00/day |
| Nav-Beacon (GPS) | | \$ 150.00/day |
| RTK (GPS) | | \$ 500.00/day |
| Hypack Data Collection and Navigation System | | \$ 300.00/day |
| Hydrographic (GPS) | | \$ 500.00/day |
| Pirogue/Pond Hopper | | \$ 30.00/day |
| 16' - Boat w/ 50/hp | | \$ 250.00/day |
| 22' - Vessel w/ 200/hp | | \$ 400.00/day |
| 24' - Vessel w/ twin 150/hp | | \$ 600.00/day |
| Robotic Total Station | | \$200.00/ day |
| Echo Sounder | | \$200.00/ day |

TERMS AND CONDITIONS

1.0 Personnel Charges

1.1 Personnel time charges for technical, management, and direct project clerical and administrative support activities will be invoiced according to the applicable Category Rate.

1.2 All time is rounded to the nearest quarter hour.

1.3 The Category Rate Schedule is revised periodically; GIS will provide written notice of a revision within thirty (30) days of the effective date.

1.4 All field labor and equipment are subject to a four (4) hour minimum charge and are charged portal-to-portal, GIS's facility.

1.5 GIS Temporary (contract) personnel may be charged at the applicable Category Rate.

1.6 Personnel time charges for travel are invoiced at the applicable Category Rate at the actual time incurred.

2.0 Premium Charges

2.1 The Category Rate Schedule applies for all hours worked by exempt (salaried) personnel.

2.2 Overtime, Weekends & Holidays - Hours worked in excess of daily or weekly standards and/or weekends and holidays by non-exempt and hourly personnel may be subject to a contract specific premium.

2.3 Emergency Responses - Non-exempt and hourly personnel may be subject to a contract specific Category Rate premium.

2.4 Expert Testimony - Testimony about the nature or extent of GIS's services, preparation thereof, and/or standby time may be subject to a contract specific Category Rate premium.

3.0 Travel and Living Expenses

3.1 Travel expenses for transportation (including mileage reimbursement) and lodging expenses will be charged at cost plus 15%.

3.2 Meals and incidental expenses will be charged at a pre-determined daily rate (based on location) plus 15%.

3.3 Long-term, on-site project personnel are permitted to return home every three (3) weeks. These travel expenses will be invoiced at cost plus 15%.

4.0 Other Charges

4.1 Charges for equipment will be invoiced in accordance with GIS's Equipment Rates

4.2 Client shall be responsible for payment (without deduction or offset from the total contract amount) of any and all sales, use, value added, gross receipts, franchise and like taxes, and tariffs and duties, and all disposal fees and taxes, levied against GIS or its employees by any governing or taxing authority.

TERMS AND CONDITIONS (cont'd)

5.0 Reimbursable Expenses

5.1 All project related expenses including materials, purchased equipment, subcontractor costs, fees, duties, deposits, tolls, weight certificates, special permits, and associated federal, state, county, city taxes or surcharges and other costs incurred specifically for the project will be invoiced at cost plus 15%.

6.0 Invoicing and Terms of Payment

6.1 Invoices may be submitted as frequently as biweekly, however, on any project where total billings are expected to exceed \$1,000,000 or monthly billings are expected to exceed \$250,000, progress billings may be submitted as frequently as weekly.

6.2 Payment for services is due upon receipt of the invoice.

6.3 A service charge equal to 1.5% per month or the maximum lawful rate, whichever is lesser, may be charged on all account balances past due.