

RESOLUTION NO. 2015- 041

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A WORK PROPOSAL WITH E-SCIENCES INCORPORATED FOR ENVIRONMENTAL SERVICES FOR THE BACTERIAL POLLUTION CONTROL PLAN; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is located in the drainage basin for the North Fork Snake Creek Canal, identified by the Florida Department of Environmental Protection as water body identification number (WBID) 3279A; and

WHEREAS, a Total Maximum Daily Load (TMDL) was established for this canal for fecal coliform, which was identified as the causative pollutant; and

WHEREAS, the Town must prepare a Bacterial Pollution Control Plan as required by FDEP National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Number FLS000016-003; and

WHEREAS, the City of Cooper City is a co-permittee of the NPDES MS4 permit; and

WHEREAS, the Town's NPDES MS4 permit must be completed by September 2016; and

WHEREAS, E-Sciences Incorporated is preparing the plan for the other Broward County co-permittees; and

WHEREAS, Funding has been provided for, as well as approved as part of the current FY 2014/2015 budget process, and is available within the Municipal Transportation Fund – Professional Services / Studies / Surveys (101-5100-541-31010) account; and

WHEREAS, the Town Council believes that the approval of this work proposal to complete the Bacterial Pollution Control Plan is in the best interest of the health, safety, and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1: Recitals. The recitals above are true and correct and are incorporated herein by reference.

Section 2: Authorization. The Town Council hereby approves work proposals for the improvements in substantially the same form as that attached hereto as Exhibit "A".

Section 3: Approval. The Town Council hereby authorizes the Town Administrator to execute the work proposals in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

Section 4: Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 9th day of April, 2015, on a motion by Jim McKay and seconded by Jim Fisikelli.

Nelson afm
Fisikelli afm
Breitkreuz afm
Jablonski afm
McKay afm

Ayes 5
Nays 0
Absent _____
[Signature]
Jeff Nelson, Mayor

ATTEST:
[Signature]
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:
[Signature]
Keith Poliakoff, J.D., Town Attorney

19. **SURVIVAL.** All provisions of this Agreement for indemnity, limitation of liability, document control or allocation of responsibility or liability between Client and E SCIENCES shall survive the completion of the Services and/or the termination of this Agreement.

20. **SEVERABILITY.** In the event any part of this Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the parties.

21. **ASSIGNMENT.** Either party may not assign this Agreement without the prior written permission of the other. Client acknowledges that E SCIENCES may subcontract portions of the Services to its affiliated companies and/or utilize employees of its affiliated companies in performing the Services, without prior Client approval.

22. **INTEGRATION.** This Agreement, the Proposal and the Proposal's attachments constitute the entire Agreement between the parties and can only be changed by a written instrument signed by the parties.

23. **CONSIDERATION.** The parties agree the charges for E SCIENCES' Services are sufficiently adjusted to include any specific consideration payable to Client under these terms and conditions.

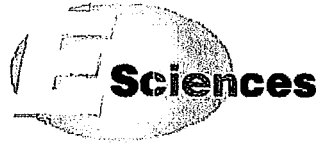
24. **AUTHORITY TO ENTER AGREEMENT.** The person executing this Agreement on behalf of Client hereby represents and warrants to E SCIENCES that he/she is duly authorized to execute this Agreement on behalf of Client, and that Client shall be legally bound by it. If Client's counsel is retaining E SCIENCES, such counsel represents that he/she has the authority to bind, and hereby expressly binds, Client to these terms and conditions.

25. **ATTORNEY'S FEES AND COSTS.** In the event of litigation between the parties arising out of this Agreement, the prevailing party in such litigation shall recover from the non-prevailing party its reasonable attorney's fees and costs at all levels. E SCIENCES shall be entitled to recover its reasonable pre-litigation attorney's fees and costs from Client reasonably incurred in E SCIENCES' efforts to collect unpaid invoices.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT THIS 9th DAY OF April, 2015.

CLIENT NAME: Southwest Ranches
Authorized Agent Name: ANDREW D BERNIS
Signature: [Signature]
Title: TOWN ADMINISTRATOR

E SCIENCES, INCORPORATED
Printed Name: Patricia L. Gertenbach
Signature: [Signature]
Title: Senior Associate



ENGINEERING
ENVIRONMENTAL
ECOLOGICAL

March 20, 2015

Ms. Emily Aceti
Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

**Subject: Proposal to Provide Bacterial Pollution Control Plan Assistance
NPDES Permit #FLS000016-003
Southwest Ranches, Broward County, Florida
E Sciences Proposal Number 2-0876-P03**

Dear Ms. Aceti:

E Sciences, Incorporated (E Sciences) is pleased to submit this proposal to the Town of Southwest Ranches (Town) to provide assistance in preparation of the Bacterial Pollution Control Plan as required by the Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Number FLS000016-003 for the Broward County co-permittees, which includes Southwest Ranches.

Included, and incorporated as part of this proposal, is an outline of the project information provided to us, the proposed scope of services, our fee, the proposed schedule, and authorization procedures including the terms and conditions governing the project.

BACKGROUND INFORMATION

The Town is located in the drainage basin for the North Fork Snake Creek Canal, identified by the FDEP as water body identification number (WBID) 3279A. A Total Maximum Daily Load (TMDL) was established for this canal for fecal coliform, which was identified as the causative pollutant. In accordance with Part VIII.B.3, Broward County submitted a Prioritization Report to FDEP that provided a schedule for implementing BMPs for adopted or established TMDLs. The schedule for WBID 3279A that was approved by FDEP indicated that a Bacterial Pollution Control Plan (BPCP) in accordance with Part VIII.B.4 of the Town's NPDES MS4 permit will be completed by September 2016.

To address the requirements of Part VIII.B.4 and the causative pollutant identified in the TMDL, E Sciences will prepare a BPCP for North Fork Snake Creek Canal WBID 3279A.

E Sciences, INCORPORATED
224 SE 9th Street • Fort Lauderdale, FL 33316
ph 954-484-8500 fax 954-484-5146
www.esciencesinc.com

PROPOSED SCOPE OF SERVICES

E Sciences will provide project management and technical assistance to the Town's staff to complete requirements of Part VIII.B.4 of the NPDES Phase I MS4 Permit. It is anticipated that the primary focus of this proposal will be:

- Review background information relevant to the TMDL to gain an understanding of the information that has been collected. Data to be reviewed may include: analytical results, hydrological data, monitoring stations, as well as wastewater and stormwater infrastructure.
- Review inspection and maintenance records, training records, and any reported incidences of illicit discharges for the Town's MS4 system located within the impaired basin.
- Coordinate a kickoff meeting with stakeholders, which may include representatives from the Town, Cooper City, Broward County, the Department of Health (DOH), the Florida Department of Agriculture and Consumer Services (FDACS), the Florida Department of Environmental Protection (FDEP), and other interested parties identified by the Town. The goal will be to educate and gain support from attendees on the impairment status of North Fork Snake Creek Canal and upcoming events to identify potential causes and corrective actions.
- Coordinate a Maps on the Table session to identify and mark areas of concern on a map that will be used during the Walk the WBID field event (discussed below). Attendees will share their knowledge of the land uses, infrastructure and standard operating procedures to better acquaint themselves with the conditions in the North Fork Snake Creek Canal watershed.
- Conduct a "Walk the WBID" field reconnaissance to gain a better understanding of the impaired basin; identify any off-site contributions; and identify potential pollutant sources.
- Develop a BPCP in accordance with FDEP guidance "Implementation Guidance for the Fecal Coliform Total Daily Maximum Loads" for the Town's review and approval. The BPCP will include a summary of the findings and activities conducted, sources identified, summary of existing pollutant load reduction management actions, and recommendations for additional management actions and schedule for implementation (if necessary).
- Incorporation of Town's comments on the draft submittal.
- Submittal of a final BPCP for the Town to FDEP.
- Coordination with Town and Broward County throughout the process.

FEE

We propose performing the above scope of services for not to exceed fee of \$24,646.00, however, the fee will be divided equally between the City of Cooper City (City) and the Town of Southwest Ranches. Therefore, assuming both the City and the Town authorize us to provide the services described herein, the Town's not to exceed fee will be \$12,323.00. Services beyond those described herein will be invoiced in accordance with our mutually agreed schedule of fees at the applicable rates. E Sciences will notify you, prior to proceeding, of additional costs necessary to complete the project. Please note that payment of our invoice is due upon receipt.

SCHEDULE

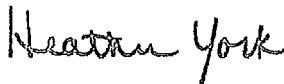
We can begin preliminary coordination upon authorization to proceed. Once we have had the kickoff meeting with the County, and other stakeholders and agencies, we can develop a schedule for submitting the final BPCP.

AUTHORIZATION


As our written authorization, please complete, sign, initial each page and return one copy of the attached Services Agreement. To expedite authorization, a signed facsimile or email of the Services Agreement, including an initialed copy of each page of the terms and conditions, will be acceptable followed by a signed original hard copy by mail. Additional special requirements not covered in the proposal, should be listed on the attached Services Agreement for discussion prior to project initiation. Please note that the terms and conditions contained within the Services Agreement are a part of this proposal.

We appreciate the opportunity to offer our professional services on this project. If you have any questions concerning this proposal, please contact us at (954) 484-8500.

Sincerely,
E SCIENCES, INCORPORATED



Heather York
Project Scientist



Patricia L. Gertenbach
Senior Associate

SERVICES AGREEMENT

Project Name Bacterial Pollution Control Plan for North Fork Snake Creek Canal
Project Location Southwest Ranches, Broward County, FL
Proposal No. and Date 2-0876-P03 March 20, 2015

CLIENT

Name: Southwest Ranches
Authorized Contact Person: Ms. Emily Aceti
Address: 13400 Griffin Road, Southwest Ranches, FL 33330
Phone Number: 954-343-7453
Fax Number: 954-434-1490
Address Billing to: same
Special Instructions:

TERMS AND CONDITIONS

- 1. SERVICES TO BE PROVIDED. E SCIENCES, Incorporated ("E SCIENCES") is an independent consultant. For valuable consideration received, E SCIENCES agrees to provide Client, for its sole benefit and exclusive use, the consulting services ("Services") set forth in the proposal referenced above ("Proposal"), which is incorporated by reference. There are no third party beneficiaries to this Services Agreement ("Agreement").
2. STANDARD OF CARE. E SCIENCES will perform its services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of E SCIENCES' profession practicing in the same or similar locality at the time the Services are performed. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED.
3. PAYMENT TERMS. Client agrees to pay E SCIENCES' invoice upon receipt. If payment is not received within 30 days from the date of E SCIENCES' invoice, Client agrees to pay 1.5% per month, or highest rate allowed by law, which ever is lower, on the past due amount from the date of the invoice plus hourly rates for E SCIENCES' employees, expenses and attorneys fees incurred by E SCIENCES to collect the amount due E SCIENCES under this agreement. E SCIENCES may suspend services if payment of any invoiced amount is not received by E SCIENCES, within 30 days. Client receipt of invoice will be presumed three days after mailing with adequate first class postage attached.
4. INSURANCE. E SCIENCES maintains the following insurance coverage:
a. Worker's Compensation Insurance - statutory amount.
b. Commercial General Liability Insurance - \$1,000,000 per occurrence/\$2,000,000 aggregate.
c. Automobile Liability Insurance- \$1,000,000 combined single limit.
d. Professional Errors & Omissions - \$1,000,000 per claim/\$2,000,000 aggregate.
5. SAMPLE AND WASTE DISPOSAL. Samples generally are consumed or altered during testing and are disposed of immediately upon completion of tests. If Client wishes E SCIENCES to retain any samples, at Client's written request, E SCIENCES will use its best efforts to retain preservable samples or the residue therefrom but only for a mutually acceptable time and for an additional charge. E SCIENCES reserves the right to refuse storage of any samples. Client agrees that E SCIENCES is not responsible or liable for loss of samples retained in storage. If Client requests E SCIENCES to containerize drilling wastes and/or fluids produced by E SCIENCES' activity ("Wastes"), Client will provide a secure storage location at or near the project site to prevent tampering with the Wastes. E SCIENCES will dispose of non-hazardous Wastes for an additional charge at an appropriately licensed facility. In the event that Samples or Wastes contain asbestos, toxic or hazardous constituents ("Contaminants"), E SCIENCES will either: 1) return the Samples or Wastes to Client for proper disposal; or 2) using a manifest signed by Client as generator and for an additional fee, have the Samples or Wastes transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of Samples and Wastes. Client recognizes and agrees that E SCIENCES is acting as a bailee, and at no time assumes title, constructive or express, to such Samples or Wastes.
6. ENVIRONMENTAL INDEMNITY. To the maximum extent permitted by applicable law, Client shall defend, indemnify and hold E SCIENCES and its directors, shareholders, officers, employees, agents and subcontractors harmless from any suit or claim for damages, losses, expenses, penalties, fines, settlements, judgments, costs, or attorneys fees, including personal injury ("Losses") related to or arising from exposure to or release of Contaminants at or from the site before, during or after the Services, unless such Losses are determined to have been caused by E SCIENCES' negligence.
7. DOCUMENTS. All documents generated by E SCIENCES under this Agreement ("Work Product"), shall be E SCIENCES' sole property. E SCIENCES will furnish Client the agreed upon number of written reports and supporting documents for Client's exclusive internal use and reliance and for regulatory submittal in connection with the project or Services. Client agrees that under no circumstances shall any Work Product be distributed to any third parties, be published, used in advertising, or be reused at any location or for any project not expressly provided for in this Agreement without E SCIENCES' prior written permission. Any unauthorized use or distribution of E SCIENCES' Work Product shall be at Client's and recipient's sole risk and without liability to E SCIENCES. Client agrees to indemnify and hold E SCIENCES harmless from all claims or damages connected to any unauthorized use or distribution of E SCIENCES' Work Product, including but not limited to the payment of E SCIENCES' attorney's fees and costs associated therewith.

If Client wishes to distribute E SCIENCES' Work Product to any third party, or desires any third party to rely on E SCIENCES' Work Product, Client and the third party must first contact E SCIENCES and execute E SCIENCES' Standard Secondary Client Agreement. Reports provided for disclosure of information only will not require a separate agreement. E SCIENCES makes no representation as to the suitability of E SCIENCES' report for the third party's purposes. Client acknowledges that E SCIENCES' report(s) shall reflect conditions only at the time of the study and may not reflect conditions at a later time. Client acknowledges that any request for E SCIENCES to release its Work Product to a third party creates a potential conflict of interest and agrees that its request for E SCIENCES to release any Work Product to a third party shall serve as a waiver of any conflict of interest.

Client agrees that all Work Product furnished by E SCIENCES, if not paid for pursuant to the terms hereof, or if improperly used, published or distributed, shall be returned to E SCIENCES upon demand, and will not be used for any purpose whatsoever. E SCIENCES may retain a file copy of its Work Product and related documents, including Client-provided documents.

Upon Client's request, E SCIENCES' Work Product may be provided on electronic media; however, the written copy retained by E SCIENCES in its files shall be the official base document. E SCIENCES makes no warranty or representation that the electronic copy is accurate or complete. Any modifications of the electronic copy by Client shall be at Client's sole risk and without liability to E SCIENCES. The electronic copy is subject to all conditions of this Agreement.

8. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND FOR ADDITIONAL CONSIDERATION OF \$10.00, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, CLIENT AGREES THAT E SCIENCES' LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR TO ANY THIRD PARTY, DUE TO E SCIENCES' BREACH OF CONTRACT OR NEGLIGENT PROFESSIONAL ACTS, ERRORS OR OMISSIONS, WILL BE LIMITED TO \$50,000 OR AN AGGREGATE OF THE TOTAL FEES PAID BY CLIENT TO E SCIENCES UNDER THE PROPOSAL, WHICHEVER IS GREATER.

NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY CONSEQUENTIAL, ECONOMIC OR INCIDENTAL DAMAGES (INCLUDING LOSS OF USE, INCOME, PROFITS, FINANCING OR REPUTATION) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

CLIENT SHALL NOT BE ENTITLED TO ASSERT A CLAIM AGAINST E SCIENCES BASED ON ANY THEORY OF PROFESSIONAL NEGLIGENCE OR VIOLATION OF THE APPLICABLE STANDARD OF CARE UNLESS AND UNTIL CLIENT HAS OBTAINED THE WRITTEN OPINION FROM A LICENSED, INDEPENDENT AND REPUTABLE ENGINEERING AND/OR ENVIRONMENTAL PROFESSIONAL, AS APPROPRIATE TO THE SERVICES RENDERED, THAT E SCIENCES HAS VIOLATED THE APPLICABLE STANDARD OF CARE. CLIENT SHALL PROMPTLY PROVIDE SUCH WRITTEN INDEPENDENT OPINION TO E SCIENCES, AND THE PARTIES AGREE TO ENDEAVOR IN GOOD FAITH TO RESOLVE THE CLAIM WITHIN 30 DAYS FROM THE DATE SUCH WRITTEN OPINION IS FURNISHED TO E SCIENCES.

9. **SITE RESPONSIBILITY.** E SCIENCES' services do not include supervision or direction of the means, methods or actual work of contractor(s) not retained by E SCIENCES. The presence of any E SCIENCES' representative will not relieve the contractor(s) of its responsibility to perform the work in accordance with the plans and specifications. Client agrees that the contractor(s) will be solely responsible for working conditions on the job site, including security and safety during performance of the work, and compliance with Client safety requirements and OSHA regulations. It is agreed that E SCIENCES is not responsible for job or site safety or security, and that E SCIENCES does not have the right or duty to stop or regulate the work of others.

10. **SITE OPERATIONS.** Client will arrange for right-of-entry to the property and will execute any necessary site access agreement. Client shall provide E SCIENCES with an accurate description of the job site, all available site information, and all documents deemed necessary by E SCIENCES. Unless otherwise stated in the proposal, Client will be responsible for establishing test or boring locations. Field tests or boring locations described in E SCIENCES' report or shown on sketches are based on specific information furnished by others or estimates made in the field by E SCIENCES' personnel. Such dimensions, depths or elevations are approximations. Unless otherwise stated in the Proposal, E SCIENCES' charges do not include costs of restoration of damage, which may result from the Services. E SCIENCES is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Client or third parties, except to the extent such damage or loss is a result of E SCIENCES' negligence. Client agrees, for the additional consideration of \$10.00, to indemnify E SCIENCES, its directors, shareholders, officers, employees, agents and subcontractors, from any such claims, suits or losses, including related reasonable attorney's fees and costs, to the extent the losses are not caused by E SCIENCES' negligence.

11. **CLIENT DISCLOSURE.** Client agrees to advise E SCIENCES of any hazardous substance or any condition on or near the site that presents a potential danger to human health, the environment, or E SCIENCES' equipment. E SCIENCES does not assume control of or responsibility for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local agencies as required by law, or to otherwise make timely disclosure of any information that may be necessary to prevent damage to human health, safety, or the environment. Client acknowledges that E SCIENCES may be required to make such disclosures if Client fails to do so, and agrees to hold E SCIENCES harmless for any such disclosure.

12. **TERMINATION.** Either party may terminate this Agreement without cause upon 14 days' prior written notice. In such event, Client shall take possession of the premises and the materials and equipment paid for and belonging to Client, and E SCIENCES shall be paid for all Services performed to the date of termination. In the event Client requests termination, E SCIENCES shall also be paid all reasonable costs incurred in project close out. This Agreement will terminate automatically upon the insolvency of Client or upon Client seeking protection under the bankruptcy laws of the United States.

13. **TESTIMONY.** Should E SCIENCES or any E SCIENCES employee be requested or compelled by E SCIENCES to provide testimony or other evidence by any party in relation to the Services, and E SCIENCES is not a party to the dispute, E SCIENCES shall be compensated by Client for E SCIENCES' preparations, document retrieval, document reproduction and testimony at appropriate unit rates. E SCIENCES shall provide expert witness testimony pertaining to any Services at premium rates of 1.5 times E SCIENCES' standard rates. Client agrees to provide reasonable travel, lodging and meal expenses as required.

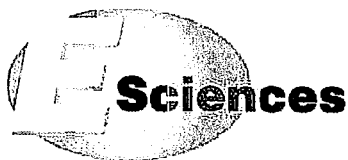
14. **FORCE MAJEURE.** E SCIENCES shall not be liable for damages due to delay or failure to perform any obligation under this Agreement if such delay or failure results from circumstances beyond the control of E SCIENCES. In the event of such a force majeure, the time for E SCIENCES' performance shall be extended for the duration of the force majeure event. This provision shall not excuse Client's obligation to make payments when due.

15. **UNANTICIPATED CONDITIONS.** Should E SCIENCES encounter conditions at any site which were not reasonably anticipated or which increase the risk involved in E SCIENCES' completion of Services, upon notice to Client, E SCIENCES in its sole discretion may: a) continue with the Services to completion; b) suspend activities and prepare a Change Order Request prior to proceeding; or c) terminate all Services. Such termination shall not be a breach of this Agreement by E SCIENCES.

16. **OPINIONS OF COST.** If included in the Proposal, E SCIENCES will provide opinions of costs for installation of materials, remediation or construction based upon E SCIENCES' experience on similar projects. However, such opinions are intended to provide information on the magnitude of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise in advance in writing by E SCIENCES. Client understands the actual cost of work depends on many factors beyond E SCIENCES' control and may vary significantly from E SCIENCES' estimate.

17. **PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS.** The Parties agree that the provisions of this Agreement shall control and govern over any orders, such as Purchase Orders or Work Orders or other form writings issued or signed by the parties ("Orders"), and that such forms may be issued by Client to E SCIENCES without altering the terms hereof, regardless of any contrary language appearing on the Order.

18. **GOVERNING LAWS/VENUE.** The laws of the state of Florida shall govern this Agreement. Venue for any dispute arising out of this Agreement shall be in Orange County, Florida. The parties each had an opportunity to review and negotiate this Agreement and this Agreement shall not be construed more strictly against one party as drafter.



**E SCIENCES, INCORPORATED
2015 SCHEDULE OF FEES**

A. PERSONNEL

Charges will be made at the following rates for staff time spent in administration, consultation or meetings related to the project, field inspection and evaluation, review and analysis of field and laboratory data, travel time, report preparation and review, etc. **Preparation and time spent for expert testimony will be charged at 1.5 times the standard rates.**

	<u>Rate Per Hour</u>
PRINCIPAL Registered Engineer/Geologist/Scientist	\$190.00
DIRECTOR/CHIEF Engineer/Geologist/Scientist	\$190.00
SENIOR II Registered Engineer/Geologist/Scientist	\$175.00
SENIOR I Registered Engineer/Geologist/Scientist	\$145.00
PROJECT II Engineer/Geologist/Scientist	\$120.00
PROJECT I Engineer/Geologist/Scientist	\$110.00
STAFF II Engineer/Geologist/Scientist	\$95.00
STAFF I Engineer/Geologist/Scientist	\$85.00
SENIOR GIS Analyst	\$110.00
CADD/GIS Analyst	\$80.00
Technician II	\$75.00
Technician I	\$65.00
Administrative Assistant/Clerical Support	\$50.00

B. EXPENSES

- 1) Direct non-salary expenses incurred by the project and not applicable to general overhead will be invoiced at our cost multiplied by 1.15. Examples of direct expenses are project supplies, travel and lodging.
- 2) Automobiles used on projects will be charged at a mileage rate of \$0.75 per mile.
- 3) Disposal of Hazardous Waste samples - Samples of waste will be disposed by permitted methods on behalf of the client, after a determination is made that the waste is defined by RCRA to be hazardous. Due to the requirements of some hazardous assessments, disposal and invoicing of incurred expenses may take place after invoicing of the originally contracted work. This cost, if incurred, is not included in the project budget or in the laboratory testing fee schedule.

C. SUBCONTRACTS

- 1) Subcontract services outside E Sciences, Incorporated (if required) will be invoiced at our cost multiplied by 1.15.