



Item: Contract for Water Rights Procurement
From: Public Works Department/Water Utility
Initiated By: City Commission/Staff
Presented By: Jim Rearden, Public Works Director
Action Requested: Enter into Professional Services Agreement

Suggested Motion:

1. Commissioner moves:

“I move the City Commission approve the Professional Services Agreement with PBS&J and authorize the City Manager to execute the agreement.”

2. Mayor calls for a second, discussion, inquiries from the public, and calls the vote.

Staff Recommendation: Enter into the Professional Services Agreement with the PBS&J engineering firm to determine the availability of suitable water rights and, should the City choose, assist with the procurement thereof.

Background: In the document A Water Strategy for the Future, Water Right Solutions Inc. proposed a number of alternatives to ensure a stable supply of water to meet current and future needs. One of these options was the purchase of existing high-quality water rights. With direction from the City Commission, City Staff issued a Request for Proposals and interviewed several firms that were capable of providing these services. The firm being proposed, PBS&J, was the unanimous first choice of the committee performing the interviews.

Significant Impacts

This project would determine the availability of desirable water rights and rank them. The City would be left with the choice of whether to proceed with the purchase of water rights that are identified.

Citizen Participation

The issuance of a Request for Proposals that led to this agreement was approved by the City Commission at the November 18, 2008 regular meeting. Staff provided an update and recommendation to proceed with negotiation at the July 7, 2009 Commission Work Session.

Workload Impacts

Due to the sensitive nature of this project, it is anticipated that, along with normal contract management duties by assigned staff, several meetings involving the City Manager, Department and Division Heads will be required during the course of this project.

Purpose

The purpose of this agreement is to determine the availability of existing water rights that are available for sale, reviewing and ranking those rights and, should the City choose to proceed, assisting in the purchase of water rights.

Project Work Scope

The project is broken into a series of five tasks. Task 1 will identify a list of water rights that meet certain criterion that make them targets for potential acquisition. Task 2 will attempt to contact certain of these water right holders to determine their interest in selling their water rights. Task 3 will evaluate the water rights that appear most appealing, then rank and prioritize them. Tasks 4 and 5 would provide assistance, should the City wish, with acquisition decisions and provide negotiation assistance. The work scope for Tasks 1 through 3 are detailed in the agreement. The work scope for Tasks 4 and 5 will be negotiated, if necessary, when the City's needs become clearer.

Evaluation and Selection Process

A Request for Proposals was issued in February 2009 for consulting services to review water rights for potential purchase. Five proposals were received. A team was chosen to interview the proposers and rank the firms. The team was made up of Commissioner Bronson, Greg Doyon, Coleen Balzarini and Mike Jacobson. Dave Dobbs was asked to observe, but was not able to attend all of the interviews. Subsequent to the interviews, one of the firms chose to withdraw their proposal from consideration. The firm of PBS&J was the committee's unanimous choice from the remaining firms.

Conclusion

Staff recommends that the City enter into this agreement.

Concurrences: Not Applicable.

Fiscal Impact: The agreement provides a firm cost for Task 1 and estimated costs for Tasks 2 and 3. Task 1 cost will be \$14,000. Task 2 is estimated to cost between \$8,000 and \$10,000. Task 3 is estimated to cost between \$7,000 and \$8,000. The total of these three tasks are between \$29,000 and \$32,000. Each will be billed on actual costs with a not-to-exceed ceiling. Funding will be provided by the Water Utility.

The work scope for Tasks 4 and 5 are too speculative to provide a cost estimate and would be negotiated when the City's needs became clearer.

Alternatives:

The City could choose not to enter into this agreement.

Attachments/Exhibits:

- Proposed agreement



PROFESSIONAL SERVICE AGREEMENT

THIS Agreement, made and entered into _____, by and between Post, Buckley, Schuh, & Jernigan, Inc. (PBS&J) and the Client identified herein, provides for the Professional Services described under Item 2 of this Agreement.

CLIENT: _____ City of Great Falls

ADDRESS: _____
PO Box 5021
Great Falls, MT 59403

CONTACT PERSON: _____ Mike Jacobson

PHONE NO.: _____ 406-727-1325 FAX NO.: _____ 406-727-1327

SHORT TITLE: _____ Great Falls Water Right Procurement

PROJECT NUMBER: _____ Great Falls Office File 1510
Project Manager: _____ Karl Uhlig PBSJ # 100009633

IS CLIENT FEE OWNER OF PROJECT?

YES NO N/A

(If answer is NO, please provide name/address of owner.)

NAME/ADDRESS OF OWNER: _____

DOES CLIENT HAVE OWNER'S

AUTHORITY FOR THESE SERVICES?

YES NO N/A

1. LEGAL DESCRIPTION OF PROJECT SITE:

City of Great Falls is generally located within multiple sections in T20N, R3E; T20N, R4E; and T21N, R3E in Cascade County, Montana.

2. SCOPE OF SERVICES TO BE PROVIDED BY PBS&J

(if additional pages are necessary, they are identified as Attachment A):

--See Attachment A - Scope of Work and Task List dated August 19, 2009.

--Other consulting services and/or tasks as requested by Client. (Faxed or emailed authorizations are acceptable when authorization is included in text of message.)

3. THE COMPENSATION TO BE PAID PBS&J for providing the requested services shall be

(if additional pages are necessary, they are identified as Attachment B):

Direct personnel expense plus a surcharge of _____, plus reimbursable costs.*

A Lump-Sum charge of _____, plus out-of-pocket expenses.

Unit Cost/time Charges identified in Attachment B, plus reimbursable costs.*

* See explanation under Item number 5 below.

4. IF PBS&J's SERVICES UNDER THIS AGREEMENT ARE DELAYED for reasons beyond PBS&J's control, the time of performance shall be adjusted appropriately. Except where the services provided are under a continuous service contract for more than one year, if the services under this Agreement are delayed for a period of more than one (1) year from the beginning date (as above provided), the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions above stated.

(SIGN WITH BALL POINT PEN)

CLIENT: _____ City of Great Falls, Montana

Post, Buckley, Schuh & Jernigan, Inc.

SIGNED: _____

SIGNED: _____

TYPED NAME: _____

TYPED NAME: _____ Karl Uhlig

TITLE: _____

TITLE: _____ Group Manager

DATE: _____

DATE: _____

(SEAL & ATTEST)

City of Great Falls

(Owner)

By _____
Greg Doyon

City Manager

(Title)

By _____
Lisa Kunz

City Clerk

(Title)

APPROVED FOR LEGAL CONTENT:

By _____
Chad Parker

Acting City Attorney

(Title)

5. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 18%, and shall be itemized and included in the invoice.

12%

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

It is understood and agreed that PBS&J's services under this Agreement are limited to those described in Item 2 hereof (and Attachment A, if applicable) and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

6. **DOCUMENTS:** All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from PBS&J's services under this Agreement are and remain the property of PBS&J as instruments of service. Where such documents are required to be filed with governmental agencies, PBS&J will furnish copies to the Client upon request. Reuse or modification by the Client is prohibited. Any unapproved use or modification shall be at Client's or others' sole risk without liability or legal exposure to PBS&J unless approved in writing by PBS&J prior to such reuse.

7. **INVOICE PROCEDURES AND PAYMENT:** PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon receipt. The Client agrees that the monthly invoice from PBS&J is correct, conclusive, and binding on the Client unless the Client within twenty (20) working days from the date of receipt of such invoice, notifies PBS&J in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

It is understood and agreed that PBS&J's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a Supplemental Agreement may be negotiated between the Client and PBS&J describing the services desired and providing a basis for compensation to PBS&J.

8. **COST ESTIMATES:** Client hereby acknowledges that PBS&J cannot warrant that any cost estimates provided by PBS&J will not vary from actual costs incurred by the Client.
9. **LIMIT OF LIABILITY:** The limit of liability of PBS&J to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.
10. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, PBS&J shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall PBS&J be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.
11. **INSURANCE:** PBS&J shall at all times carry Workers' Compensation insurance as required by statute, commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that PBS&J be named as an additional insured on insurance coverages provided by contractors on the Project.
12. **ASSIGNMENT:** Neither the Client nor PBS&J will assign or transfer its interest in this Agreement without the written consent of the other.

13. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in Attachment A, or the services of PBS&J called for under this Agreement, is/are suspended, canceled, terminated or abandoned by the Client, PBS&J shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.

PBS&J may terminate this Agreement for cause by giving Client seven (7) days written notice of the cause and seven (7) days in which to cure the cause or breach. PBS&J shall be compensated for all work performed up to the date of termination.

14. **ENTIRETY OF AGREEMENT:** This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.
15. **PERMITTING:** In cases where the scope of services requires PBS&J to submit, on behalf of the Client, a permit application and/or approval by a third party to this contract, PBS&J does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by PBS&J is not contingent upon the successful acquisition of these permits.
16. **WAIVER:** Any failure by PBS&J to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and PBS&J may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
17. **HAZARDOUS WASTE, MATERIALS OR SUBSTANCES:** Unless otherwise specifically provided in this Agreement, PBS&J shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.
18. **DISPUTE RESOLUTION:** If a dispute arises out of or related to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by PBS&J.
19. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State where the situs of the work is located.
20. **LIMITED COPYRIGHT LICENSE:** PBS&J grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by PBS&J as "Reproduction Authorized."
21. **INTELLECTUAL PROPERTY:** With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of PBS&J, its successors and assigns unless licensed or assigned by PBS&J pursuant to a separate written instrument. The term "Intellectual Property" shall be construed broadly to include all forms of intellectual property including without limitation all: inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works and in all other original works of authorship.

the second week in September. At the time of the kick-off meeting, the parties should be prepared to agree on the amount of water the City projects it will need and the water right search criteria that PBS&J will apply when conducting its research. Part C of Task 1 can be completed within 4 weeks of final agreement on the search criteria. See the attached proposed work plan for timeline estimates.

Task 1 Cost Estimate

Costs for Task 1 will be billed on a Time and Materials basis and will not exceed \$14,000 as outlined in the attached work plan and PBS&J Fee Schedule.

Task 2: Solicitation and Tracking

PBS&J will:

- A. Work with the City to develop language for a solicitation letter and strategies for choosing recipients from the list developed in Task 1. Depending upon the number of water rights identified in Task 1, there may be advantages to breaking the list into subsets, such as the largest 10% or the geographically closest 10%, then sending letters to those water right owners first.
- B. Once the language of the solicitation letter is agreed on, send out the solicitations, track responses, field inquiries from recipients. All letters sent and responses received will be tracked in a spreadsheet listing several possible outcomes. Possible outcomes include:
 - a. Yes, interested
 - b. No, not interested
 - c. Might be interested
 - d. No response
 - e. Returned mail
- C. Conduct follow-up communications with interested respondents, non-respondents and research returned mail to determine if a new owner or address can be identified. Re-send letters if new information is obtained.

Task 2 Deliverables

PBS&J will provide a final mailing list and a proposed solicitation letter. Upon acceptance by the City of the language proposed in the letter, PBS&J will mail individual letters to the agreed final mailing list. A final report of all responses and the result of any follow-up communications will be submitted to the City.

Task 2 Time to Complete

PBS&J proposes to begin work on Part A of Task 2 as soon as the City reviews and approves the final list prepared in Task 1. PBS&J will submit the solicitation letter to the City for approval. Timing of the mailing will depend upon receipt of this approval. We highly recommend that the solicitation letter get out in the December/January time period so it is received during a time when farmers and ranchers are less busy.

Task 2 Cost Estimate

Costs for Task 2 will be billed on a Time and Materials basis and are estimated to be between \$8,000 and \$10,000 as outlined in the attached work plan and PBS&J Fee Schedule. This estimate is based upon conducting; one mailing, follow-up inquiries and a limited number of telephone discussions with potential water right sellers. If multiple mailings need to be conducted or if many respondents require follow-up telephone discussions, the cost will need to be renegotiated.

Task 3: Water Right Evaluation

PBS&J will:

- A. Based upon responses received in Task 2, PBS&J will evaluate the specific rights offered for sale that the City wishes to pursue for potential purchase. We will rank and prioritize them for further pursuit as described in the RFP submittal as follows:
 - a. Obtain copies of the complete water right files from the DNRC Records Unit for all water rights proposals received through the Water Rights Purchase RFP, including any Change Applications that may have been filed for those water rights.
 - b. Conduct an initial screening of the water right files to determine if any of water rights can be eliminated from consideration based on obvious questions about validity, size or potential to be changed to municipal use.
 - c. Conduct Due Diligence on water rights that pass the initial screening
 - i. Review the current water right abstracts for clerical accuracy
 - ii. Determine if any issue remarks exist on water rights that have been examined by the DNRC or decreed by the Montana Water Court.
 1. If there are issue remarks located on the abstracts estimate the level of effort required to remove/resolve the issues. It is more time consuming and legally complicated to make modifications to water rights that have already been included in a Water Court decree. The majority of basins above Great Falls on the Missouri and tributaries of the Missouri have already been decreed by the Water Court.
 - iii. If pre-73 water rights are proposed for sale to the City and have not been examined or decreed, review the claims according to Montana Supreme Court Rules for Water Right Claims Examination and determine if any issue remarks would be likely to be identified by the DNRC during its examination.
 - iv. In addition to the information in the water right claim file, review additional historical documentation:
 1. District Court decrees
 2. Water Resources Survey publication, photos and field notes
 3. Historic and current aerial photographs
 4. Records maintained by operators, if available
 5. Water Commissioner records, if available
 6. Topographic maps

7. Natural Resources and Conservation Service records, if available
 - v. Geographic Information Systems software (GIS) will be used to compare claimed or decreed water right places of use with historic and recent aerial photography.
- d. Make a preliminary analysis of the volume of water historically diverted and consumed under each right or set of rights.
- e. Determine if there are known water use conflicts on the source of supply for the water rights being proposed for sale. This information will be obtained through;
 - i. Our own knowledge and experience with a wide variety of water users across the state
 - ii. Contact with the DNRC Regional Office with jurisdiction of the subject water rights
 - iii. Interviews with water commissioners or other agents that work closely with water users
- f. All of this information will be synthesized to prioritize the water rights based on the level of suitability for acquisition by the City. Suitability will be measured according to three parameters;
 - i. The validity of the water right, i.e. the strength of the evidence supporting the historic beneficial use of the water
 - ii. The size of the water right, i.e. the volume of water historically used
 - iii. The reliability of the source to deliver the flow and volume described in the documentation for historic use

Task 3 Part A Deliverables

PBS&J will provide the City with a report of our findings. The report will contain a priority ranking of the water rights proposed for purchase. The report will outline our ranking methodology and will advise the City as to which, if any, rights would be suitable for acquisition.

Task 3 Part A Time to Complete

A progress meeting should be held before Task 3 begins. One main agenda item for this meeting needs to be agreement on the specific water rights to evaluate. Assuming that approximately 10 water rights will be offered for sale, it will take one month to complete the evaluation. However, this timeline will vary significantly depending upon the total number of rights identified as available in Task 2 above and the complexity of those rights.

Task 3 Part A Cost Estimate

Costs for Task 3 will be billed on a Time and Materials basis and are estimated to be between \$7,000 to \$8,000 as outlined in the attached work plan and PBS&J Fee Schedule. This cost estimate is based upon the evaluation of approximately 10 water rights offered for sale to the City. This cost estimate will vary significantly depending

upon the total number of rights identified as available in Task 2 above and the complexity of those rights.

B. Outline an Acquisition Strategy

a. Valuation

The first step in an acquisition strategy is to estimate the value for the top ranked rights identified for potential purchase. PBS&J will work with the City to determine which method of valuation would be most appropriate. Potential methods for valuation are:

- Comparative sales analysis
- Current market values for existing crops produced for irrigation rights
- Net Present Value method to project values moving forward in time

b. Potential for successfully completing the DNRC Change process

PBS&J will evaluate the potential for each water right identified for potential acquisition to successfully navigate the DNRC change process by meeting with DNRC representatives to identify the level of effort needed to show that relocation of the existing water right to the City is possible. Identify and report any potential pitfalls for particular water rights.

Task 3 Part B Deliverables

PBS&J will provide the City with a report of findings including recommendations regarding which water rights have the highest potential for successfully navigating the DNRC change process. PBS&J will present the results of Tasks 1, 2 & 3 at a City Commission Meeting.

Task 3 Part B Time to Complete

Once the City has reviewed the results of the Part A analysis and given PBS&J approval to proceed, it will take approximately 3 weeks to complete Part B of Task 3. Again, this timeline will vary significantly depending upon the total number of rights evaluated in Part A of Task 3 above and the complexity of those rights.

Task 3 Part B Cost Estimate

Costs for Task 3 will be billed on a Time and Materials basis and are estimated to be between \$4,000 and \$5,000 as outlined in the attached work plan and PBS&J Fee Schedule. This cost estimate is based upon providing a valuation for up to 10 individual water rights and investigating the success of those individual rights successfully navigating the DNRC change process. This cost will vary significantly depending upon the total number of rights evaluated in Part A of Task 3 above and the complexity of those rights.

Tasks 4 & 5: Assist with Acquisition Decisions & Provide Negotiation Assistance

PBS&J is prepared to provide assistance with these tasks as described in our original proposal however, it would be highly speculative to provide estimates of time frames and

costs associated with these tasks at this time. We recommend that the City and PBS&J develop an addendum to this contract at such time as the scope of these tasks can be more clearly defined.

The Cost Estimates for Tasks 2 & 3 are estimates at this time because the level of effort required to complete either task will depend upon how many of the water rights identified in Task 1 proceed to Tasks 2&3. A firm agreed price for each task will be negotiated and accepted by the City prior to initiating any work.

PBS&J is currently doing select engineering work for the Highwood Generating Plant project as a subcontractor to Bison Engineering. All work related to Bison is coordinated by our engineering staff located in our Bozeman office. The PBS&J water rights staff are all physically located in the Missoula office. All water right work conducted for the City of Great Falls under this contract will be coordinated and conducted by the water right staff located in the Missoula office. The Missoula water rights staff will not perform any work associated with the Highwood Generating Plant during the term of this contract with the City. There are both physical and expertise separations related to the work performed for the City related to the water right procurement project and the work performed for Bison Engineering related to the Highwood Generating Plant project.

Attachment B - PBS&J Fee Schedule

2009

ITEM	RATE	
<u>Personnel</u>		
Sr. Division Manager/ Principal Technical Professional	\$160–\$190/hour	
Sr. Group Manager/ Sr. Project Director/ Sr. Planner IV/ Sr. Scientist IV	\$145–\$160/hour	
Group Manager/ Sr. Project Manager II/ Project Director / Sr. Planner III/ Sr. Scientist III/ Sr. Engineer III	\$115–\$150/hour	
Sr. Project Manager I/ Sr. Planner II/ Sr. Scientist II / Sr. Engineer II	\$100–\$145/hour	
Project Manager /Associate Planner/ Sr. Scientist I/ Sr. Engineer I/ Sr. GIS Analyst I/ Sr. Surveyor I	\$90–\$120/hour	
Environmental Specialist / Engineer II/ Scientist II	\$80–\$95/hour	
Environmental Analyst / Engineer I/ Scientist I/ CAD Technician II/Technical Coordinator I	\$70–\$85/hour	
Program Assistant II/Technician II/ Technical Intern II	\$55–\$70/hour	
Technician I/Technical Intern I	\$50–\$60/hour	
Administrative (Office Svcs. Assistant I)	\$45–\$55/hour	
<hr/>		
ITEM	RATE	
<u>Equipment</u>		
Photoionization Detector	\$50.00/day	
Landfill-gas Meter	\$50.00/day	
LEL / O2 Meter	\$30.00/day	
Oil / Water Interface Probe	\$44.00/day	
pH, Temp., Cond. DO Meter	\$40.00/day	
Turbidimeter	\$30.00/day	
Groundwater Sampling Trailer (Grundfos Pump, Generator & Decon. Equip).	\$200.00/day	
Portable Generator & Grundfos Controller	\$150.00/day	
Portable Generator	\$50.00/day	
Hach Test Kit	\$30.00/day	
Petro Flag Samples	\$22.00/samp.	
12v Sample Pumps	\$30.00/day	
Groundwater Bailers	\$8.00/each	
Water / Soil Sampling Decontamination	\$10.00/sample	
Vinyl Tubing	\$.50/foot	
Filters	\$20.00/each	
Electric Water Level Tape	\$30.00/day	
Transducer Water Level Data Logger	\$125.00/day	
	\$300.00/wk	
	\$750.00/mo	
Flow Meter (Open Channel Meter)	\$50.00/day	
Cut Throat Flume	\$30.00/day	
10 HP Water Pump (425 gpm capacity)	\$150.00/day	
Pitot Tube Closed Channel Flow Meter	\$30.00/day	
Air Pump (low volume)	\$30.00/day	
Peristaltic Pump	\$30.00/day	
Whale Purge Pump	\$30.00/day	
Level C Protective Clothing	\$130.00/day	
Total Station Survey Equipment	\$100.00/day	
Level Line Survey Equipment	\$30.00/day	
Trimble Geoplotter III GPS Unit	\$60.00/day	
ITEM	RATE	
<u>Travel</u>		
Leica SR530 Survey Grade GPS	\$500.00/day	
Laser Level	\$40.00/day	
Magnetic Locator	\$30.00/day	
Raft	\$50.00/day	
ATV	\$100.00/day	
Truck (mileage less than 75 miles per day)	\$50.00/day	
Truck (mileage more than 75 miles per day)	\$.65/mile	
Per Diem	\$29.00/day	
Lodging	At cost	
<u>Communications</u>		
Copies (in-house black & white)	\$0.10/page	
Copies (in-house color 8.5" x 11")	\$1.50/page	
Copies (in-house color 11" x 17")	\$2.50/page	
Microfiche Prints	\$0.50/page	
CD Data Copy	\$10.00/CD	
<u>Plotting (draft/final plots *)</u>		
Size	Linework	
Raster		
A - 8.5"x11"	\$2.00	\$3.00
B - 11"x17"	\$5.00	\$7.00
C - 17"x24"	\$8.00	\$10.00
D - 24"x36"	\$10.00	\$15.00
E - 36"x48"	\$15.00	\$20.00
F - Oversize	\$15.00+	\$25.00+
* Working plots @ half cost.		
Misc. Expenses & Consumable Supplies		Cost+15%

Non-salary expenses that are directly attributable to the project (i.e., travel, meals, lodging, auto rentals, printing and copies, graphic materials, phone charges, equipment and specialized computer charges, etc.) and subcontractor fees include a 15% charge to cover overhead and administration.

1. This schedule is effective until December 31, 2009 and is subject to annual and/or periodic revisions thereafter, as necessary to accommodate inflationary trends, salary adjustments, and the general costs of business.
2. Invoices will be submitted by Consultant monthly. Client will notify Consultant, in writing, of any objections to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed acceptable by the Client. Amounts indicated on invoices are due and payable immediately upon receipt. 12%
3. A late payment finance charge at a rate of 18% per annum (or the maximum amount allowed per law if lower) will be applied to any unpaid balance commencing 30 days after the date of the original invoice.
4. Fees for litigation and expert witness services will be charged at \$160.00 per hour with a 4-hour minimum per day.

