

ENGINEERING SERVICES AGREEMENT
FOR THE
CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2021, by and between the CITY OF MANSFIELD, with its principal office at 1200 East Broad Street, Mansfield, Texas 76063 (hereinafter called "CITY") and PLUMMER ASSOCIATES, INC., with its principal office at 1320 South University Drive, Suite 300, Fort Worth, Texas 76107 (hereinafter called "ENGINEER").

WITNESSETH

WHEREAS, the CITY owns and operates the Bud Ervin Water Treatment Plant (hereinafter called "BEWTP"), which supplies water to the CITY's customers; and

WHEREAS, the CITY intends to identify possible sites for a future water treatment plant (WTP); and

WHEREAS, the CITY desires to obtain engineering services in connection with the Future WTP Site Selection (PROJECT); and

WHEREAS, the ENGINEER represents that it is qualified and capable of performing the engineering services proposed herein, is acceptable to the CITY, and is willing to enter into an AGREEMENT with the CITY to perform such services.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the CITY and the ENGINEER agree as follows:

ARTICLE I – RETAINER

The CITY agrees to retain the ENGINEER and the ENGINEER agrees to perform engineering services in connection with the PROJECT. The CITY agrees to pay and the ENGINEER agrees to accept fees as specified hereinafter as full and final compensation for the services authorized and accomplished.

ENGINEER (1) shall render services under the AGREEMENT in accordance with the professional standards prevailing in the Dallas-Fort Worth metroplex area; and (2) will reimburse the CITY for all damages caused by any defective designs the ENGINEER prepares.

ARTICLE II – PROFESSIONAL QUALITY

The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, documents, estimates, specifications, reports, studies, and other material (all items collectively hereinafter called “PROJECT DOCUMENTS”) and services furnished by the ENGINEER under this AGREEMENT.

Approval by the CITY of PROJECT DOCUMENTS, services, and incidental engineering services shall not in any way relieve the ENGINEER of responsibility for the technical accuracy of the engineering services performed.

ARTICLE III – PROFESSIONAL LIABILITY

The CITY’s review, approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT, and the ENGINEER shall be and remain liable in accordance with applicable law for all damages to the CITY caused by ENGINEER’s omissions or negligent performance of any of the services furnished under this AGREEMENT.

ARTICLE IV – BASIC ENGINEERING SERVICES

The ENGINEER agrees to perform BASIC ENGINEERING SERVICES in connection with the PROJECT as hereinafter stated, in accordance with the stipulations within this AGREEMENT. The ENGINEER shall perform BASIC ENGINEERING SERVICES as described herein.

A. SITE SELECTION EVALUATION

1. Identify up to six potential sites for the future WTP location with an area of greater than 15 acres out of the floodplain to include in screening analysis. The sites shall be generally located in the southern portion of the CITY and may include sites in the CITY’s extraterritorial jurisdiction (ETJ). Prepare figure showing potential sites. Identify acreage needed for ultimate plant capacity using prior process evaluation/selection information.
 - a. Identify Tarrant Regional Water District (TRWD) connection locations for potential alignments.
 - b. Obtain pipeline distances for raw water pipes from the Integrated Pipeline (IPL) alignment and the original alignment for each site. Estimate hydraulic grade line (HGL) for connection location.
 - c. Identify potential distribution system connection locations and pipeline distance to connections.
 - d. Identify potential sanitary sewer connection locations and pipeline distances to a minimum 12-inch diameter gravity sewer line for discharge of future WTP residuals. Determine if a pump station is required.
 - e. Determine geotechnical information for screening criteria for WTP sites.
 - i. Review soil reports and drilling logs in vicinity to determine information. No field drilling or soil testing is including in evaluation.

- ii. Prepare summary of geotechnical screening analysis.
 - f. Review existing easements, natural gas leases, nearby well sites, and adjacent land use for the six sites.
2. Prepare Level 1 screening criteria and obtain input from CITY's staff to select and rank screening criteria. Level 1 screen criteria include the following: site access, elevation, shape, slope, area, appraised value, site drainage, existing utilities and easements, existing natural gas leases or wells, flood plain proximity, raw water pipeline distances to TRWD and IPL connections, finished water pipeline distances to connection points, sanitary sewer access, soil/geotechnical characteristics, and adjacent land use.

In conjunction with CITY staff, using the Level 1 screening criteria, select the top three sites with the highest scores for the detailed evaluation. Prepare a technical summary table of screening analysis leading to top three alternative sites.

3. Prepare Level 2 screening criteria and obtain input from CITY's staff to select and rank screening criteria. Level 2 screening criteria include the following: properties impacted by potential pipeline alignments (raw, finished, and sanitary sewer pipelines), availability of potential pipeline corridors, electrical delivery options, reliability of electrical service, availability of dual power feed versus on-site power generation for backup purposes, environmental, archeological, and historical considerations (as further discussed in Task B), potential for site to feed wholesale customers, potential for co-locating other CITY facilities at the site, and total opinion of construction costs, and whether site is for sale. Prepare a figure showing the local power provider facilities, and the facilities needed for the local provider(s) to provide the power.
- a. Determine opinion of probable construction costs for each site.
 - b. Conduct second level screening and analysis for the three sites.
 - c. Conduct site visits of potential sites and document.
 - d. Prepare a brief technical memorandum for the site evaluation with the costs and screening process scoring.

In conjunction with CITY staff, use the Level 2 screening criteria to evaluate the three sites. Prepare a Technical Memorandum discussing the Level 2 screening analysis of the three sites.

4. Deliverables
- a. Submit aerial photo figure showing the screening sites.
 - b. Submit electronic copy of the site selection screening analysis technical summary to the CITY for review.
 - c. Submit electronic copy of the Technical Memorandum Evaluation of the Future WTP Site Selection to the CITY for review. Include aerial photos of sites, with property lines, pipeline routes, raw water connections.

B. ENVIRONMENTAL INFORMATION (3 SITES – LEVEL 2 SCREENING)

1. Determine information needed for environmental screening criteria for evaluation of water treatment plant sites and offsite pipelines. Note this is not a full environmental assessment.
 - a. Develop environmental screening information for three sites.
 - b. Develop environmental screening information for three sites and pipeline routes.
 - c. Prepare summary of environmental screening analysis for the three sites and pipeline routes.
2. Archeological and historical screening evaluation of the selected site and offsite pipelines may be done as a special service.

C. IMPLEMENTATION PLAN

1. Assist the CITY in the selection of a single recommended site, around which an implantation plan is to be developed.
2. Prepare an implementation plan with schedule and estimated costs for the recommended site. A description of the driving factors behind the recommended site will be included.
3. Based on prior process evaluation, develop site plan with buildings, treatments units, access, roadways, clearwells, high service pump station and raw water and finished water pipelines. Show offsite pipeline corridors on aerial photo. Integrate phasing of multiple process units/clearwells based on Master Plan.
4. If authorized as a special service, perform Environmental, Historical and Archeological Assessment.

D. Meetings and Workshops (meetings to be conducted in combination with larger projects or via video conference)

1. Conduct a kickoff meeting to discuss initial six sites for evaluation. Discuss screening criteria and rank for relative weight.
2. Attend Workshop No. 1 with City to review information and screening of six sites to top three sites. Discuss second level screening criteria and rank for relative weight. Meeting is assumed to occur in conjunction with a Membrane Pilot Study meeting.
3. Attend Workshop No. 2 with City to review the three sites, preliminary cost analysis and second level screening evaluation. Develop recommendation for selected site. Meeting is assumed to occur in conjunction with a Membrane Pilot Study meeting, or Membrane Design meeting.
4. Attend review meeting with City to review and discuss selected scenario and draft Implementation Plan. Incorporate comments and provide CITY with electronic final copy and three final hard copies. Meeting is assumed to occur in conjunction with a Membrane Pilot Study meeting, or Membrane Design meeting.

ARTICLE V – SPECIAL SERVICES

Various SPECIAL SERVICES incidental to the PROJECT, but not within the scope of the BASIC ENGINEERING SERVICES covered by ARTICLE IV preceding, which may be performed or arranged for separately by the CITY, or may be added to the ENGINEER's responsibilities by mutual agreement and written authorization.

1. Environmental, Historical and Archeological Assessment of Selected Site
 - a. Make a site visit to the site and document environmental issues, endangered species, etc.
 - b. Obtain historical and archeological information document for site.

ARTICLE VI – ADDITIONAL SERVICES

ADDITIONAL SERVICES are those services not included in BASIC ENGINEERING SERVICES that may be required for the Project but cannot be defined sufficiently at this time to establish a Scope of Work. These include, but are not necessarily limited to the following:

1. On-site geotechnical investigations, field drilling, and collection and analysis of soil samples.
2. Prepare to serve or serve as an expert witness on behalf of the CITY in connection with any public hearing or legal proceedings;
3. Provide services relating to project financing and loan application.
4. Perform subsurface excavation in the event such excavation is required to locate existing facilities beyond those specified in the BASIC ENGINEERING SERVICES;
5. Provide archeological or environmental services beyond those specified in the BASIC OR SPECIAL ENGINEERING SERVICES;
6. Provide site surveying beyond those specified in the BASIC ENGINEERING SERVICES;
7. Attend additional meetings with CITY or other agencies beyond those specified in the BASIC ENGINEERING SERVICES;
8. Provide any other services otherwise excluded in this AGREEMENT but customarily furnished in accordance with generally accepted engineering practices.

ARTICLE VIII – SERVICES BY THE CITY

The CITY and its representatives will render services inclusive of the follow:

1. Provide available criteria and full information as to the CITY's requirements for the PROJECT;
2. Provide platting information, easements, and utility information for the PROJECT as recommended by the ENGINEER;
3. Assist the ENGINEER by placing at his/her disposable all available written data pertinent to the PROJECT. ENGINEER shall be entitled to reasonably rely upon the accuracy of the data and information provided by the CITY without independent review, evaluation, or verification. ENGINEER shall not be liable for any claims for injury or loss arising from errors, omissions, or inaccuracies in documents, data, and other information provided by the CITY, unless such error,

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omission, or inaccuracy was known or should have been known to ENGINEER with the exercise of reasonable diligence.

4. Examine PROJECT DOCUMENTS submitted by the ENGINEER and render a decision pertaining thereto promptly, to avoid unreasonable delay in the progress of the ENGINEER's services;
5. Furnish information required as expeditiously as possible for the orderly progress of the work, including surveying and geotechnical work;
6. The City Manager of the CITY or his designated representative shall appoint, in writing, a representative that the ENGINEER shall be entitled to rely upon regarding decisions made by the CITY. All subsequent communication to the CITY shall be deemed made when conveyed in writing to the representative at the location specified in ARTICLE XVII, NOTICES; and
7. The services, information, and reports required by the ARTICLE, inclusive, shall be furnished at the CITY's expense, and the CITY will use its best efforts to apprise the ENGINEER of any inaccuracies, or inconsistencies in the information provided.

ARTICLE IX – COMPENSATION

A. Basic Engineering Services

For and in consideration of the BASIC ENGINEERING SERVICES (ARTICLE IV) to be rendered by the ENGINEER, the CITY shall pay, and the ENGINEER shall receive compensation as hereinafter set forth. All remittance by the CITY for such compensation shall either be mailed or delivered to the ENGINEER's office as identified in ARTICLE XVII, NOTICES.

Compensation for BASIC ENGINEERING SERVICES, ARTICLE IV, shall be a lump sum amount of **\$54,368.00**.

All direct non-labor expenses, including, but not limited to mileage, travel, meals and lodging expenses, and subcontract expenses applied to the BASIC ENGINEERING SERVICES, shall be paid at invoice or internal office cost plus a ten percent (10-percent) service charge.

B. Special Services Allowance \$11,550

For and in consideration of the SPECIAL SERVICES set forth in ARTICLE V, herein, the CITY shall pay and the ENGINEER shall receive compensation based on actual hours and costs in accordance with Attachment A. All direct expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the Additional Services of Engineer, shall be paid at invoice or internal office cost plus a ten percent (10%) service charge. Subcontract expenses shall be paid at direct cost plus a ten percent (10%) service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Engineer's compensation when invoicing Owner.

C. Method of Billing

For services performed by ENGINEER for CITY under the terms of this AGREEMENT, ENGINEER shall submit statements monthly or less frequently reflecting ENGINEER's required compensation for that portion of the BASIC ENGINEERING SERVICES or SPECIAL SERVICES completed by the ENGINEER. Along with each separate request for payment of these services, ENGINEER shall submit to the CITY

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documentation showing percent complete for lump sum portions of the project. For SPECIAL SERVICES, ENGINEER shall submit to the CITY documentation substantiating all of the actual costs for which ENGINEER has requested compensation, including but not limited to the following:

1. The number of hours and the associated job classification for the period of time identified with any billing invoice; and
2. A copy of any invoices paid directly by the ENGINEER for any outside services or product that relates to the PROJECT, and that are requested by the ENGINEER to be reimbursed by the CITY.

All records pertaining to services for which payment has been made based upon ENGINEER's billable rates shall be subject to audit by the CITY in accordance with ARTICLE IX. ENGINEER may be required to furnish additional records and/or data in addition to the above, as a response to the CITY's auditing process specified in ARTICLE IX.

D. Time of Payment of Compensation

The ENGINEER shall submit a request for partial payments for services on a monthly basis submitted by the ENGINEER to the CITY. Final payment for services authorized shall be due upon completion of these services.

Should the CITY fail to make payment to the ENGINEER for services properly performed, the sum named in any partial or final statement, and when payment is past due for more than thirty (30) days, then the CITY shall pay to the ENGINEER, in addition to the sum shown as due by such statement, interest thereon at a rate of eight percent (8 %) per annum from the date due, as provided herein until fully paid, which shall fully compensate the ENGINEER for any injury arising from such delay in payment.

However, in the event that the sum shown as due to the ENGINEER by such statement shall be disputed, questioned, or objected to by the CITY, then said rate of eight percent (8 %) per annum from the date due shall only apply to that portion or amount of payment which is finally and mutually agreed upon by CITY and ENGINEER to be rightfully due and owing to the ENGINEER.

ARTICLE X – AUDIT OF RECORDS

All records of the ENGINEER of a financial or timekeeping basis which have been used to determine the fees earned by the ENGINEER shall be open to inspection and subject to audit and/or reproduction by CITY's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of cost for the services at the conclusion of the scope of all services to be performed under this AGREEMENT. The actual billable rates have been identified on Attachment A and are not subject to an audit or a redetermination of any kind. In addition, this ARTICLE shall apply to subcontractors and direct purchases only to the extent of invoices received by ENGINEER and evidence of payment for such invoices in the possession of the ENGINEER. In its audits, the CITY may require inspection and copying from time to time and at reasonable times and places of any and all information, materials, and data of every kind and character that may in CITY's judgment have any bearing on or pertain to the payments subject to this audit. The CITY or its designee shall be afforded access to all of the ENGINEER's records pursuant to the provisions of this ARTICLE at the conclusion of the term of this AGREEMENT and for a period of three (3) years after final payment.

ARTICLE XI – WRITTEN AUTHORIZATION

It is understood and agreed that no professional services of any nature shall be undertaken under this AGREEMENT by the ENGINEER until ENGINEER is instructed in writing by the CITY's City Manager or his/her designated representative to commence with the work.

ARTICLE XII – INSURANCE AND INDEMNIFICATION

During the term of the AGREEMENT, ENGINEER shall maintain, and shall require its subcontractors to maintain:

1. Adequate public liability insurance for bodily injury and property damage in amounts and with carriers satisfactory to the CITY;
2. Worker's compensation coverage on all of ENGINEER's or its subcontractors' employees working on the PROJECT; and
3. \$2,000,000 of professional liability insurance.

ENGINEER also agrees to furnish to the CITY certificates reflecting ENGINEER's and its subcontractors' workers' compensation coverage, public liability insurance coverage for bodily injury and property damage, and professional liability insurance coverage.

ENGINEER agrees to indemnify and hold the CITY harmless from and against any and all claims, demands, or causes of action of whatever nature resulting from or arising out of ENGINEER's failure to maintain adequate public liability insurance, workers' compensation coverage, or professional liability insurance coverage as required by this AGREEMENT or by law.

ENGINEER will notify the CITY within thirty (30) days of any changes in insurance coverages.

ENGINEER agrees to indemnify, hold harmless, and defend the CITY, at ENGINEER's cost, its officers, agents, and employees from the against any and all claims or suits for injuries damages, loss, or liability of whatever kind or character, arising out of or in connection with the performance by the ENGINEER of those services contemplated by this AGREEMENT, based upon negligent acts or omissions of the ENGINEER, its officers, agents, employees, consultants, and subcontractors.

ARTICLE XIII – ASSIGNMENT

This AGREEMENT shall not be assigned in whole or in part without the written consent of the CITY. The CITY and ENGINEER each binds itself and its successors and assigns to the other party with respect to all covenants of this AGREEMENT.

ARTICLE XIV – TERMINATION

In connection with all of the engineering services outlined or contemplated above, it is agreed that the CITY or the ENGINEER may cancel or terminate this AGREEMENT upon thirty (30) days written noticed to the other, with the provision and understanding that immediately upon receipt of notice of such cancellation from either party to the other, all work and labor being performed under this AGREEMENT shall immediately cease, pending final cancellation at the end of such thirty (30) day period, and further provided that the ENGINEER shall be compensated in accordance with the terms of this AGREEMENT for all work accomplished prior to the receipt of notice of such termination. All completed or partially completed PROJECT DOCUMENTS prepared under this AGREEMENT shall then be delivered to the CITY, which it may use without restraint. All rights, duties, liabilities, and obligations accrued prior to such termination shall survive termination. ENGINEER shall be liable for any damages suffered by the CITY as a result of the ENGINEER's termination of this AGREEMENT.

ARTICLE XV – DOCUMENTS

All PROJECT DOCUMENTS are and shall become the property of the CITY, which it may use without restraint. The CITY shall indemnify and hold the ENGINEER harmless for use of the documents for any purpose other than for this PROJECT. The ENGINEER may retain a set of reproducible record copies of drawings and other documents; however, ENGINEER shall not provide to, or use this work product on behalf of any person or entity without the express written consent of the CITY.

ARTICLE XVI – PRIVATE LAND ENTRY

The ENGINEER shall not enter any property owned by others on the CITY's behalf to survey, to perform soil tests, or for other reasons related to the performance of services under this AGREEMENT until the ENGINEER has secured the landowner's permission to so enter and perform such activities. The ENGINEER agrees to indemnify and hold the CITY harmless from any and all claims, demands, or causes of action of whatever nature resulting from activities on land owned by others.

ARTICLE XVII – EMPLOYMENT PRACTICES

The ENGINEER agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. ENGINEER agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990, and ENGINEER will indemnify and hold the CITY harmless for any failure to so comply and any discrimination for which ENGINEER may be charged.

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ARTICLE XVIII – NOTICES

All notices and communications under this AGREEMENT to be delivered to the CITY shall be sent to the address of the CITY as follows, unless and until the ENGINEER is otherwise notified:

City of Mansfield
1200 East Broad Street
Mansfield, Texas 76063

Attention: Mr. Jeff Price
Director of Utilities

All notices and communications under this AGREEMENT to be delivered to the ENGINEER shall be sent to the address of the ENGINEER as follows, unless and until the CITY is otherwise notified:

Plummer Associates, Inc.
1320 South University Drive, Suite 300
Fort Worth, Texas 76107

Attention: Mr. David A. Gudal, PE
Principal

ARTICLE XIX – INDEPENDENT CONTRACTOR

The services performed hereunder by the ENGINEER shall be subject to the CITY's inspection and approval, but the detailed manner and method of doing same shall be under the control of the ENGINEER. In the performance of services hereunder, the ENGINEER shall be deemed an independent contractor, and any of its employees performing services required hereunder shall be deemed solely employees of the ENGINEER or its contractor(s), and not employees of the CITY.

ARTICLE XX – SUBCONTRACTORS

In fulfilling its duties pursuant to this AGREEMENT, it is anticipated that the ENGINEER may subcontract to individuals, corporations, organizations, governments or government subdivisions or agencies, partnerships, associations, or other legal entities. Such subcontracts may be entered into only with the written approval from the CITY.

ARTICLE XXI – PRIOR AGREEMENTS SUPERSEDED

This AGREEMENT constitutes the sole and only AGREEMENT of the parties hereto and supersedes any prior understanding or oral or written agreements between the parties regarding the subject matter of this AGREEMENT.

ARTICLE XXII – LEGAL CONSTRUCTION

In any case any one or more of the provisions contained in this AGREEMENT shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

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unenforceability shall not affect any other provision hereof and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XXIII – GOVERNING LAW

The validity of this AGREEMENT and any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

ARTICLE XXIV – PLACE OF PERFORMANCE

All amounts due under this AGREEMENT, including damages for its breach, shall be paid in Tarrant County, Texas said Tarrant County, Texas, being the place of performance as agreed to by the parties of this AGREEMENT. In the event that any legal proceeding is brought to enforce this AGREEMENT or any provision hereof, the same shall be brought in Tarrant County, Texas.

ARTICLE XXV – REPRESENTATION

ENGINEER represents that no CITY official, employee, or agent has been compensated in any way with respect to this AGREEMENT and its consideration by the CITY. In no event will ENGINEER pay a fee to, or in any other manner compensate any CITY officials, employees, or agents in connection with the approval or performance of this AGREEMENT. A breach under this ARTICLE shall result in automatic termination under this AGREEMENT. Upon such termination, the CITY may use all PROJECT DOCUMENTS prepared under this AGREEMENT and provide in ARTICLE XIII, TERMINATION, and ENGINEER shall be liable for all damages to the CITY occasioned by a termination under this ARTICLE.

ARTICLE XXVI – AGREEMENT

This AGREEMENT shall be effective upon the date hereof and shall continue in full force and effect until completion of the PROJECT, but upon CITY's determination, may be extended by written agreement. All payments and liabilities accrued prior to termination shall survive the termination.

ARTICLE XXVII – LAWS AND ORDINANCES

ENGINEER shall at all times observe and comply with all federal, state, and local laws, ordinances, rules, regulations, and orders of any public CITY, which in any manner affect this AGREEMENT or the PROJECT.

In witness whereof, the parties acting under CITY of their respective governing bodies have caused this AGREEMENT to be executed in several counterparts, each of which is deemed to be an original and as of the day and date first written above.

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CITY OF MANSFIELD

By: _____
JOE SMOLINSKI, City Manager

ATTEST:

SUSANA MARIN, City Secretary

(Seal)

PLUMMER ASSOCIATES, INC.

By: _____
DAVID A. GUDAL, PE, Principal

ATTEST:

TAMMY KILHULLEN, Controller

(Seal)

**ATTACHMENT A
PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE
2021**

Staff Description	Staff Code	2020 Rate
Admin Staff	A1 – A2	\$ 90.00
Admin Staff III	A3	\$ 95.00
Senior Admin Staff	A4	\$120.00
Designer/Technician	C1-C2	\$ 90.00
Designer/Technician III	C3	\$ 115.00
Senior Designer/Technician	C4	\$ 135.00
Engineer/Scientist Intern	ES0	\$ 60.00
Engineer-in-Training/Scientist-in-Training	ES1	\$ 115.00
Engineer-in-Training/Scientist-in-Training II	ES2	\$ 120.00
Engineer-in-Training/Scientist-in-Training III	ES3	\$ 130.00
Project Engineer/Scientist	ES4	\$ 145.00
Senior Project Engineer/Scientist	ES5	\$ 175.00
Project Manager	ES6	\$ 215.00
Senior Project Manager	ES7	\$ 240.00
Principal I	ES8	\$ 305.00
Principal II	ES9	\$ 320.00
Electrical Engineer in Training I	EE1	\$ 95.00
Electrical Engineer in Training II	EE2	\$ 120.00
Electrical Engineer in Training III	EE3	\$ 125.00
Electrical Specialist	EE4	\$ 145.00
Programmer	EE5	\$ 150.00
Programmer II	EE6	\$ 155.00
Senior Electrical Engineer	EE7	\$ 280.00

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.10 will be applied to all direct expenses

A technology charge will be billed at \$5 per labor hour.