

**RFP2019-01: PROFESSIONAL ENGINEERING SERVICES FOR DISINFECTANT BY-PRODUCTS (DBP'S)  
REDUCTION PLAN EVALUATION AND RECOMMENDATIONS/PLAN TO REDUCE THE FORMATION FOR THE  
CITY OF TRENTON, DEPARTMENT OF WATER SEWER**

ENGINEERING SERVICES FOR DISINFECTANT BY-PRODUCTS (DBP'S) REDUCTION PLAN EVALUATION AND RECOMMENDATIONS/PLAN TO REDUCE THE FORMATION FOR THE CITY OF TRENTON, DEPARTMENT OF WATER & SEWER			
NUMBER OF RESPONDENTS:	3		
NAME OF BIDDER	JACOBS ENGINEERING GROUP, INC.	MOTT MACDONALD, LLC	ATC GROUP SERVICES, LLC DBA BCM ENGINEERS
ADDRESS	299 MADISON AVENUE	111 WOOD AVENUE SOUTH	920 GERMANTOWN PIKE, SUITE 200
CITY, STATE, ZIP	MORRISTOWN, NJ 07962	ISELIN, NJ 08830	PLYMOUTH MEETING, PA 19462
CONTACT NAME	ALBERT CAPUZZI, P.E.	JOSEPH STANLEY, PE, SENIOR VICE PRESIDENT	MICHAEL R. FILMYER, P.E.
TELEPHONE	973-267-0555	973-912-2485	610-313-3100
FAX	937-267-3555	973-376-1072	610-313-3151
E-MAIL	<a href="mailto:ALBERT.CAPUZZI@JACOBS.COM">ALBERT.CAPUZZI@JACOBS.COM</a>	<a href="mailto:JOSEPH.STANLEY@MOTTMAC.COM">JOSEPH.STANLEY@MOTTMAC.COM</a>	<a href="mailto:MIKE.FILMYER@ATCGS.COM">MIKE.FILMYER@ATCGS.COM</a>
STATEMENT OF OWNERSHIP DISCLOSURE	INCLUDED	INCLUDED	INCLUDED
REQUIRED EVIDENCE EEO/AFFIRMATIVE ACTION REGULATIONS QUESTIONNAIRE	INCLUDED	INCLUDED	INCLUDED
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	N/A	N/A	N/A
NJ BUSINESS REGISTRATION CERTIFICATE	INCLUDED	INCLUDED	INCLUDED
NON-COLLUSION AFFIDAVIT	INCLUDED	INCLUDED	INCLUDED
ETHICS COMPLAINT DISCLOSURE	INCLUDED	INCLUDED	INCLUDED
AMERICANS WITH DISABILITIES ACT OF 1990 LANGUAGE	INCLUDED	INCLUDED	INCLUDED
CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS	INCLUDED	INCLUDED	INCLUDED
DISCLOSURE OF INVESTED ACTIVITIES IN IRAN	INCLUDED	INCLUDED	INCLUDED
DEBARMENT NOTICE REQUIRED	INCLUDED	INCLUDED	INCLUDED
EIC	CERT.#3187 EXP. 01/15/2020	CERT.#2062 EXP. 08/15/2021	CERT.#3846 EXP. 07/15/2021
CERTIFICATE OF INSURANCE	REQUIRED FROM AWARDED VENDOR PRIOR TO AWARD	REQUIRED FROM AWARDED VENDOR PRIOR TO AWARD	REQUIRED FROM AWARDED VENDOR PRIOR TO AWARD
CITY OF TRENTON RESIDENT EMPLOYMENT POLICY	INCLUDED	INCLUDED	INCLUDED
60-DAY EXTENSION COMPLIANCE	YES	YES	YES
WILLING TO PROVIDE PRIORITY EMERGENCY SERVICES	YES	YES	YES
W-9	N/A	N/A	INCLUDED
TOTAL AMOUNT FOR ONE (1) YEAR	\$74,900.00 (SEE BREAKDOWN OF LUMP SUM FEE BY TASK)	\$80,450.00 (SEE BREAKDOWN OF LUMP SUM FEE BY TASK)	\$189,900.00 (SEE BREAKDOWN OF LUMP SUM FEE BY TASK)
FATAL DEFECT	NONE	NONE	NONE

## Fee Proposal

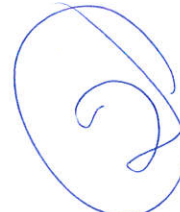
In accordance with the RFP scope, our approach, work program and schedule, we have provided our fee below. The total lump sum fee is \$74,900. As requested, we have summarized the lump sum fee by task in Table 1. The detail of staff hours by task is provided in Table 2.

**Table 1 – Lump Sum Fee by Task**

Task	Total Hours	Total Labor	Total Expense	Lump Sum Fee
Evaluations	342	\$50,619	\$2,986	\$53,606
Draft Recommendations	76	\$10,576	\$300	\$10,876
Final Recommendations	60	\$10,185	\$233	\$10,418
<b>Totals</b>	<b>478</b>	<b>\$71,381</b>	<b>\$3,519</b>	<b>\$74,900</b>

**Table 2 – Staff Hours by Task**

Team Member	Role	Hourly Rate (\$)	Total Hours	Evaluations (hours)	Draft Recommendations (Hrs)	Final Recommendations (Hrs)
Russell Ford	Technical Director	300	28	18	4	6
Linda Wancho	Project Manager	200	80	56	4	20
Albert J. Capuzzi	Sr. Advisor	250	6	2	2	2
John Dyksen	Sr. Advisor	250	8	4	4	0
Frank Falco	Sr. Advisor	195	10	8	2	0
Amy Gao	Project Engineer	135	20	112	24	24
Joseph Nattress	Process Engineer	195	160	16	4	0
Erin McGovern	Hydraulic Modeling	96	52	44	8	0
Siying Wang	Tech. Specialist	86	82	60	16	6
Victoria Berry	Hydraulic Modeling	146	20	20	0	0
Steve Wehrspann	Safety	208	2	2	0	0
Damaris Orama	Admin	65	10	0	8	2
<b>Totals</b>			<b>478</b>	<b>342</b>	<b>76</b>	<b>60</b>



Ms. Isabel Garcia, QPA  
Purchasing Agent  
City of Trenton  
City Hall, Division of Purchasing  
1st Floor  
319 East State Street  
Trenton, NJ08608

**Your Reference**  
RFP2019-01

**Our Reference**  
406424

111 Wood Avenue South  
Iselin NJ 08830-4112  
United States of America

T +1 (800) 832 3272  
F +1 (973) 376 1072  
mottmac.com

**Proposal for Professional Engineering Services for Disinfection By-Products (DBP's) Reduction Plan Evaluation and Recommendations/Plan to Reduce Formation – Price Proposal**

January 2, 2019

Dear Ms. Garcia,

We are pleased to submit the following cost proposal for the referenced project.

Task	Proposed Cost (lump sum)
Evaluation	\$54,120.00
Draft recommendations	\$23,410.00
Final recommendations	\$2,870.00
<b>Total</b>	<b>\$80,450.00</b>

Our proposal includes the cost for performing the laboratory costs as discussed within the body of our proposal. We propose to perform the costs at direct cost without any markup. If the Trenton Department of Water and Sewer would prefer to perform/contract for the laboratory analyses with its own laboratory, or contractor, we would propose to offer a credit in the amount of \$7,800.

We have attached a table of our cost breakdown, supported with names, titles, hourly rates and number of hours. We have also attached our standard conditions for Trenton's consideration.

We welcome the opportunity to discuss our proposal in greater detail, if desired.

Very truly yours,

Joseph G. Stanley, PE, PP  
Senior Vice President  
T 973 912 2485  
C 201 400 2743  
joseph.stanley@mottmac.com

## Cost Proposal

### Insurance

③

ATC Group Services LLC, dba BCM Engineers maintains outstanding insurance coverage for the protection of itself and its clients in the performance of any its services. A sample Certificate of Insurance, which is found in **Appendix A**, illustrates the minimum insurance coverage carried by BCM.

### Compensation

Proposed Service	Fee
DBPs Evaluation/Recommendations Study	\$189,900

BCM's Fee Breakdown is provided in **Appendix B**. We expect the cost will fully cover the services described herein. The fees include all labor, expenses, travel, management, and costs related to the services rendered for the project. Costs for additional out of scope services requested to be performed by the City will be based upon our current Schedule of Billing Charges in effect at the time services are provided (**Appendix C**).

The above Fee is contingent upon the following conditions:

A. This proposal and fee estimates do not include the following:

- Computer modelling for hydraulics or water quality.
- Sample collection, delivery and testing fees.
- All fees associated with any pilot testing programs.

B. The following documents will be provided by TWW, if available:

- TWW's IDSE reports and subsequent monitoring results of TOC, alkalinity and DBPs at the WTP and in the distribution system.
- ISO reports and assessment of the hydrant flows (needed and available, etc.) in the distribution system that include City of Trenton and member townships.
- NJDEP Permits or approvals and DRBC Dockets for WTP & distribution system construction, operation and discharges (NJPDES) and monitoring reports.
- Industrial Pretreatment Program (IPP) Permits for WTP wastewater discharges and monitoring reports.
- NJDEP/TWW Administrative Consent Order Agreement.
- Filter Performance Evaluation Reports and Tracer Studies.
- Water residuals/sludge operation records that include: flows, gpd; flow rates, gpm; and residuals/sludge quality test results, etc.
- Recycled water operation records that include: flows, gpd; flow rates, gpm; and water quality test results, etc.
- Annual reports submitted to the NJDEP and DRBC.
- Distribution system maps (both City of Trenton and member townships).



**CITY OF TRENTON**  
**PROFESSIONAL ENGINEERING SERVICES**  
**DISINFECTANT BY-PRODUCTS (DBP'S) REDUCTION PLAN EVALUATION**  
**AND RECOMMENDATIONS/PLAN TO REDUCE THE FORMATION**  
**COST AND MANPOWER ESTIMATE**

January 2, 2019

Tasks	Client		Senior Q/C		Proj. Mgr		Senior Engr		Struct Engr		Elec Engr		Project Engineer		Designer Sec		Totals	
	Mgr	Review	200\$/hr	125\$/hr	125\$/hr	125\$/hr	125\$/hr	125\$/hr	125\$/hr	125\$/hr	135\$/hr	95\$/hr	80\$/hr	50\$/hr	Hours	Labor	Exp.	Fee
	135\$/hr	200\$/hr	125\$/hr	125\$/hr	125\$/hr	125\$/hr	125\$/hr	125\$/hr	125\$/hr	135\$/hr	95\$/hr	80\$/hr	50\$/hr					
A. General Administration Tasks	48		96											4	148	\$18,680	\$160	\$18,840
B. Kick-off & Progress Meetings	16	32	8	72										4	132	\$18,760	\$960	\$19,720
C. Evaluation/Field Investigation	12	24	12	288							16	400		4	772	\$86,280	\$480	\$86,760
D. Draft Recommendations	12	24	12	120						16	80	60		8	348	\$39,880	\$120	\$40,000
E. Final Recommendations	12	16	12	60					4	4	80	20		8	216	\$24,460	\$120	\$24,580
<b>Subtotal</b>	100	96	140	540					36	36	560	80		28	1,616			
	(\$)	\$13,500	\$19,200	\$17,500	\$67,500	\$4,500	\$4,860	\$53,200	\$6,400	\$1,400						\$188,060	\$1,840	\$189,900

**Notes:**

- A. This proposal and fee estimates do not include the following:
  1. Computer modelling for hydraulics or water quality.
  2. Sample collection, delivery and testing fees.
  3. All fees associated with any pilot testing programs.
- B. The following documents will be provided by TWW, if available:
  1. TWW's IDSE reports and subsequent monitoring results of TOC, alkalinity and DBPs at the WTP and in the distribution system.
  2. ISO reports and assessment of the hydrant flows (needed & available, etc.) in the distribution system that include City of Trenton and member townships.
  3. NJDEP Permits or approvals and DRBC Dockets for WTP & distribution system construction, operation & discharges (NJPDES) and monitoring reports.
  4. Industrial Pretreatment Program (IPP) Permits for WTP wastewater discharges and monitoring reports.
  5. NJDEP/TWW Administrative Consent Order Agreement.
  6. Filter Performance Evaluation Reports and Tracer Studies.
  7. Water residuals/sludge operation records that include: flows, gpd; flow rates, gpm; and residuals/sludge quality test results, etc.
  8. Recycled water operation records that include: flows, gpd; flow rates, gpm; and water quality test results, etc.
  9. Annual reports submitted to the NJDEP and DRBC.
  10. Distribution system maps (both City of Trenton and member townships).

## APPENDIX C

### Professional Services Agreement General Conditions and Current Schedule of Billing Charges





## PROFESSIONAL SERVICES AGREEMENT GENERAL CONDITIONS

1. **ACCESS.** Client grants or shall obtain for BCM Engineers, referred to herein as "BCM", and its subcontractors authority to enter the property upon which BCM's Services are to be performed ("Site").

2. **CLIENT INFORMATION.** Client understands that BCM is relying upon the completeness and accuracy of information supplied to it by Client and others in connection with the Services without independent verification. Client agrees to advise BCM of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder and any requirement for special safety equipment.

3. **STANDARD OF SERVICES AND WARRANTY.** BCM agrees to perform its Services in accordance with generally accepted engineering and scientific practices in effect and utilized by environmental firms in the United States at the time the Services are rendered. The Services may involve the use of tests, calculations, analysis and procedures which are in a constant state of change and refinement. Client recognizes that projects involving hazardous waste sites may not perform as anticipated even though the environmental services are performed in accordance with the required level of care. Given the difficulty in predicting the environmental condition of a site based upon limited sampling and investigative activity, Client recognizes that any statements, opinions and conclusions contained in reports and other documents prepared and/or issued by BCM under this contract are only meant to give approximations of the environmental condition of the Site limited to the particular contaminant(s) and/or environmental compliance issues actually targeted by BCM's investigation and the portions of the Site actually investigated, sampled or tested by BCM. BCM shall, for the protection of Client, request from all vendors and subcontractors from which BCM procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. BCM's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same.

Subject to Section 13, BCM warrants that, if any of its completed Services fail to conform to the above responsibility standard, BCM will, at its expense and provided BCM is notified of such defective Services within one year of the completion of the Services, either perform corrective Services of the type originally performed as may be required to correct such defective Services or refund to Client the amount paid to BCM for the defective Services. Except as provided in this Section, BCM makes no other warranty, express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence or otherwise.

4. **CONFIDENTIALITY.** "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event

that either party discloses Confidential Information to the other party in connection with this contract (excluding BCM's Work Product that is delivered to Client or others hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of five (5) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by the receiving party. Client agrees that BCM may use and publish Client's name and a general description of the Services provided to Client in describing BCM's experience and qualifications to other clients and potential clients.

5. **WORK PRODUCT.** "Work Product" consists of all reports, notes, laboratory test data and other information prepared by BCM for delivery to Client. Client shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the location and project for which the Work Product is provided. Upon payment to BCM for all Services, Client may release Work Product to third parties. Release of the Work Product to third parties is at Client's sole risk and discretion. BCM shall not be liable for any claims or damages resulting from or connected with such release or any third party's use of the Work Product and Client shall indemnify, defend and hold BCM harmless from any and all such claims or damages.

6. **INSURANCE.** BCM shall maintain Worker's Compensation and Employer's Liability Insurance in accordance with requirements of the state in which the Services are being performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, and contractors' combined professional liability/pollution liability insurance in the amount of \$1,000,000. BCM shall be included as an additional insured and intended beneficiary of any hold harmless agreement between Client and any owner of property or other third party, contractor or supplier providing services or material in connection with the Services.

7. **INDEMNITY BY BCM.** BCM shall indemnify, defend and hold harmless Client, its officers, directors, agents, employees and affiliated and parent companies against claims, demands and causes of action of third parties, including attorneys fees and costs of defense, for personal injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of BCM. BCM's aggregate liability under the above indemnity shall not exceed the recoveries under the types and limits of insurance set forth in Section 6 of this contract and Client agrees to release, defend and indemnify BCM from and against all further liability under the above indemnity arising from such Services.

8. **INDEMNITY BY CLIENT.** Client shall indemnify, defend and hold harmless BCM, its officers, directors, agents, employees and affiliated and parent companies from all claims, demands and causes of action, including attorneys fees and expenses of defense, for personal injury, disease or death, and loss or damage of property, including the Site, arising out of or in any manner connected with or related to the performance of the Services except where such injury, loss or damage shall have been caused by the negligence or willful misconduct of BCM. Client assumes responsibility for air, subsurface and/or ground pollution and environmental impairment from toxic substances or hazardous materials existing at the Site and shall indemnify and defend BCM from any claims, demands and causes of action of third parties related thereto, except where such claims, demands and causes of action are caused by the sole negligence or willful misconduct of BCM; it being the intention of the Client to assume any liability alleged to have resulted from BCM's joint or concurrent negligence.

9. **REMEDIES.** Notwithstanding any other terms in this contract to the contrary, neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action of claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, including without limitation, loss of profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by these General Conditions, including, without limitation, the provisions of Section 13, shall apply whether the action in which recovery of damages is sought is based upon contract, warranty, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.

10. **SUBSURFACE OPERATIONS.** Client shall provide (or cause the Site owner to provide) BCM with the identity and exact location of all subsurface facilities and obstructions on the Site. Client agrees to waive any claims against BCM and to indemnify, defend and hold BCM harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client or others.

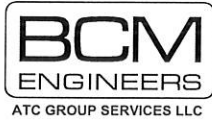
11. **INDEPENDENT CONTRACTOR.** BCM's services are performed as an independent contractor and not as the Client's employee, agent, partner or joint venturer. Client agrees that it will not, during the performance of Services or for a period of twelve (12) months following completion of Services, extend an offer of employment to any employee of BCM providing Services without BCM's prior written consent.

12. **FORCE MAJEURE.** BCM will have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, floods, fires, explosion, acts of nature, acts of governments, labor disturbances, delays in transportation or inability to obtain material or equipment.

13. **LIMITATION OF LIABILITY.** Except as provided in Section 7 of this contract and to the greatest extent allowed by law, Client agrees that BCM's aggregate liability to Client and others for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this contract, the Services or the Site, whether based upon contract, warranty, tort, statute or otherwise, shall be limited to the lesser of \$100,000 or the total amount of compensation received by BCM hereunder. In the event that claims involving this contract or the Services are sought to be resolved through litigation or arbitration, the prevailing party shall be entitled to collect from the other party all litigation costs and expenses, including attorneys fees and expert fees, incurred in successfully prosecuting or defending such action. All claims arising under or in connection with this contract, the Services or the Site must be filed in a court of appropriate jurisdiction or through the arbitration within one (1) year of the completion of the Services or be forever barred.

14. **OWNERSHIP OF WASTE.** "Pre-Existing Waste" is any hazardous or non-hazardous waste, substances or materials existing on the Site prior to the date that the Services are performed. In the event that the Services include the removal and/or disposal of Pre-existing Waste, BCM shall assist Client in the proper handling, storage, transportation and/or disposal of the Pre-Existing Waste in accordance with all applicable federal, state and local laws and regulations. Client shall provide appropriate disposal identification numbers, select the appropriate disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow BCM to complete the Services in a timely manner. Client agrees to look solely to the disposal facility and/or transportation concern for any damages arising from improper transportation or disposal of the Pre-Existing Waste. In no event shall BCM take title to or be liable for disposal or remediation costs associated with Pre-Existing Wastes.

15. **ENTIRE AGREEMENT.** The terms of this contract shall be deemed accepted by Client at the earlier of (1) BCM's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This contract constitutes the entire understanding between the parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of BCM and the Client. BCM hereby objects to any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, manifests and other documents received from the Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. There shall be no assignment of the rights or obligations contained in this contract by either party and any such assignment shall be null and void. Either party may terminate this contract by giving the other party seven (7) days written notice. Termination of this contract or the Services for any reason shall not affect or minimize the respective rights, obligations and limitations of liability contained herein.



## SCHEDULE OF BILLING CHARGES

Effective January 1, 2019

**SCOPE OF SERVICES** – BCM Engineers, referred to herein as "BCM," will perform the services described in its proposal, or, in the absence of a proposal, as defined in writing and approved by BCM and Client, referred to herein as "Services" in accordance with the terms of this "Schedule of Billing Charges." The Services shall be performed on a Time and Materials basis with payment to BCM for Labor and Other Direct Costs according to this Schedule of Billing Charges.

### BILLING RATES

**STAFF** - Charges for all professional, engineering, and other technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of an hourly "Billing Rate". Billing Rates include direct salary, fringe benefits, payroll burden, overhead costs and fee. All time is rounded to the nearest one-half hour. The following lists the range of average Hourly Billing Rates:

Project Manager/Section Manager	\$125.00 - 160.00
Senior Technical Professional	\$ 95.00 - 130.00
Technical Professional	\$ 80.00 - 105.00
Construction Representative	\$ 50.00 - 75.00
Technical Specialist	\$ 65.00 - 85.00
Technician	\$ 40.00 - 75.00
Project Administration	\$ 35.00 - 75.00

Certain proposals may require the use of specific personnel. In those cases, the hourly billing rates used shall be the average of the actual rates of the personnel expected to be assigned to the project. Billing rates for senior staff not included in the above categories will be quoted separately or billed at a range of \$125.00 to \$175.00 per hour.

All staff personnel have been classified in the above labor classification categories based on discipline skills, education and experience level. All field labor and equipment are subject to a four-hour minimum charge and are portal-to-portal calculated from the base facility.

All travel, to a maximum of eight hours per day, will be charged at the Billing Rates. Overtime hours for exempt employees (non-hourly) will be charged at the standard Billing Rate. Overtime hours, authorized by Client, of non-exempt (hourly non-supervisory) employees will include overtime premium.

**LITIGATION SUPPORT** - In the event that BCM's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert witness testimony or otherwise participate in a judicial

or administrative proceeding involving the Client at any time, Client shall compensate BCM at 100% of the Billing Rate, including preparation time, and shall reimburse BCM for all Other Direct Costs.

**RETAINER** - BCM may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, BCM and the Client will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

**OTHER DIRECT COSTS** - Costs directly related to a project will be charged to the project at a rate of 1.15 times the actual costs. Direct costs include: shipping charges; printing and reproduction; travel and subsistence; special fees, permits, licenses and insurance; subcontracts; outside computer time; and miscellaneous materials.

**CHARGES FOR AUTOMOBILES AND VANS** - For use of automobiles, there will be a charge of \$0.53.5 per mile plus a flat rate of \$25.00 per day. Vans, trucks and four-wheel drive vehicles will be charged at the rate of \$0.53.5 per mile plus a flat rate of \$35.00 per day.

**INVOICING AND PAYMENT** - Invoices will be issued at regular intervals (usually monthly) itemizing the staff categories, hours worked, rates, and the Other Direct Costs. Copies of supporting documentation will be provided upon Client's request and at the Client's expense, to include associated labor and copying costs. Original receipts will be available for review at BCM's Office - but will not be released. Payments are due at the address appearing on the invoice within thirty (30) days of the invoice date. Invoices not paid within thirty (30) days are subject to interest from the 31st day at a rate 1-1/2 percent per month. In addition BCM may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full amounts due BCM on account of Services rendered including interest on past due invoices or terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the thirty- (30) day period. In the event that BCM places Client's account in the hands of an attorney for collection, Client agrees to pay BCM all fees and expenses, including attorney's fees and expert fees necessitated thereby. In the event either party terminates the Services for any reason; Client shall pay BCM for all Services performed to the date of termination and reasonable costs

incurred in the demobilization of personnel and equipment.

**ESTIMATES OF COSTS AND SCHEDULES** - BCM's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on our best judgement of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. BCM will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedules, but in no event shall BCM's estimate be interpreted as a not-to-exceed or fixed price. In the event BCM is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish the Client's budget objectives, or (2) terminate Services at a specific expenditure level. Upon any termination, BCM will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed.

**STANDARD AND WARRANTY** - BCM agrees to perform its Services in accordance with generally accepted engineering and scientific practices in effect and utilized by engineering and environmental firms in the United States at the time Services are rendered. BCM warrants that, if any of its completed Services fail to conform to the above standard, BCM will, at its expense and provided BCM is notified of defective Services within one year of the completion of the Services, either perform corrective Services of the type originally performed as may be required to correct such defective Services or refund to Client the amount paid to BCM for the defective Services. Except as provided for in this Section, BCM makes no other warranty, expressed or implied, and shall have no other liability to

Client for defective Services, whether caused by error, omission, negligence or otherwise

**REMEDY** - Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for the incidental, indirect, special, collateral, consequential or punitive damages arising out of or related to the Services, including without limitation, loss of profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by these Conditions shall apply whether the action in which recovery of the damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.

**AGREEMENT** - The performance of the Services and the rights and obligations of the parties are governed by this Schedule of Billing Charges and BCM's Professional Services Agreement - General Conditions which are incorporated by reference and if not attached, a copy will be provided upon Client's written request. Client's written acknowledgement of these terms or the authorization to commence the Services shall be deemed acceptance of these terms.