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Muscatine IA 52761-1645  
(563) 263-2752  
Fax (563) 263-3720

## MEMORANDUM

## WATER &amp; RESOURCE RECOVERY FACILITY

To: Greg Jenkins, Interim City Administrator

CC: Nancy Lueck, Finance Director  
Cinda Hilger, Secretary

From: Jon Koch, WRRF Director

Date: January 9, 2020

Re: Professional Services Agreement Request For The Digester Rehabilitation Project

**INTRODUCTION:** Water and Resource Recovery Facility (WRRF) staff have requested engineering assistance with Phase II of the High Strength Waste (HSW) Project. The Digester Rehabilitation Project is intended to design and install additional digester capacity at the treatment plant. Stanley Consultants, Inc. (SCI) has submitted a proposed Professional Services Agreement (PSA) not to exceed \$135,000.00 for vendor selection, design, bidding and permitting services for the Digester Rehabilitation Project. \$150,000.00 was budgeted for these services.

**BACKGROUND:** With the completion of the HSW Phase I nearly complete, it is important that Phase II begin immediately. Phase I of the project was to construct facilities to receive high strength waste such as fats, oils and grease from restaurant grease interceptors. The project was expanded to include solid food waste from grocery stores, cafeterias, restaurants, industries and residents through the use of a food waste depackaging machine. This portion of the project will be a regional hub for removing food waste from landfills and could grow to processing more than 50 tons a day.

The processed food waste is brought from the new Muscatine Organics Recycling Center (MORC) to the WRRF via City tanker trucks. It is then added to existing anaerobic digesters used for municipal waste treatment. The capacity of the existing digesters will rapidly be exceeded based on anticipated waste coming from the eastern Iowa and western Illinois region. Phase II will install a new digester system in an old digester complex with the ability to expand. This will allow the WRRF to receive larger amounts of material and generate significant revenue for the City. All the digesters will produce methane that can then be sold as compressed natural gas creating an additional revenue stream for the City.

**RECOMMENDATION/RATIONALE:** Staff recommends approval of the PSA from Stanley Consultant, Inc. with an amount not to exceed \$135,000.00 for the Digester

**Rehabilitation Project.**

**BACKGROUND: Digester Rehabilitation Project PSA**



**PROFESSIONAL SERVICES AGREEMENT**

THIS IS AN AGREEMENT made as of January 16, 2020, between CITY OF MUSCATINE (CLIENT) and STANLEY CONSULTANTS, INC (CONSULTANT). CLIENT intends to design the rehabilitation of one (1) existing older digester at CLIENT's water resource recovery facility (WRRF) (hereinafter called "project").

CLIENT and CONSULTANT agree:

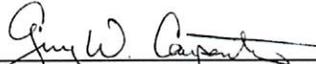
1. **Scope of Services.** CONSULTANT shall perform professional services as stated in Exhibit 1.
2. **Compensation.** CLIENT shall compensate CONSULTANT for CONSULTANT's services as stated in Exhibit 2.
3. **Terms and Conditions.** CONSULTANT shall provide professional services in accordance with the terms and conditions stated in Exhibit 3. If client issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this Agreement shall automatically apply.
4. **Special Provisions.** Special provisions to this Agreement, if any, are stated in Exhibit 4.
5. CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.
6. Following exhibits are attached to and made part of this Agreement:

- Exhibit 1 - Scope of Services
- Exhibit 2 - Compensation
- Exhibit 3 - Standard Terms and Conditions

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

STANLEY CONSULTANTS, INC

CITY OF MUSCATINE

By:   
Guy Carpenter, Water Market Leader

By: \_\_\_\_\_

Attest: 

Attest: \_\_\_\_\_

Address for giving notices:

225 IOWA AVENUE  
MUSCATINE, IA 52761

Address for giving notices:

215 SYCAMORE ST  
MUSCATINE, IA 52761

**If CLIENT is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.**



## **Background**

City of Muscatine WRRF installed phase 1 high strength handling facilities to facilitate feeding high organic strength liquid wastes (HSW) into the two newer anaerobic digesters. Inquiries from potential contributors of HSW result in a high probability that available capacity of the newer digester will be rapidly exceeded. This proposed phase 2 project is to renovate an existing older digester (1 of 4) to return the digester to operational state. The renovation generally consists of restoration of digester concrete cover, additional insulation, conversion of digester to a plug flow digester by addition of baffle wall, addition of gas mixing and heat transfer systems, and new flare. A digester equipment vendor will provide most of the required digester equipment.

## **Basic Services**

Consultant will perform the following services:

### **Digester Equipment Vendor Selection**

1. Prepare draft Request for Proposal (RFP) for Client review. Electronic word and pdf format files will be provided to Client.
2. Meet with Client to review RFP and selection criteria.
3. Finalize RFP for Client's use in obtaining proposals from digester equipment vendors. Provide electronic word and pdf files to Client for their use. The purpose of the RFP is to receive information and preliminary pricing for Client to make an informed selection of preferred vendor. Client will send out RFPs/advertise on website(s). Client will receive, open and evaluate proposals. Client will utilize the RFP and vendor proposal to develop a final scope of supply and contract with selected vendor.

### **Design Services**

1. Meet with Client and selected digester equipment vendor (vendor) to confirm scopes, responsibilities, interfaces, information/data needs, and schedule. Prepare and distribute electronic meeting notes to attendees.
2. Meet with Iowa Department of Natural Resources (IDNR) for initial project meeting to provide overview of project, scope of vendor supply, and schedule. Prepare and distribute electronic meeting notes to attendees.
3. Perform hot water boiler assessment consisting of inventory of existing and proposed heating loads (renovating and returning to service up to two older digesters) and available hot water boiler capacity. Summarize findings in electronic technical memorandum to Client.
4. Working with Vendor, prepare computations to rate the digestion capacity and potential biogas yield of the digester being renovated for utilization in preparation of IDNR permit application.
5. Prepare a minor source air construction permit application package for Client to submit to IDNR for an air permit for up to two rehabilitated anerobic digesters connected to one new biogas flare.
6. Preliminary Design
  - a. Prepare Preliminary Balance of Plant Drawing and Specifications package for work not being performed by vendor:
    - i. Sludge transfer pump and piping to transfer sludge from new digesters to the old digester.
    - ii. Hydronic modifications inside digester control building (DCB) to connect to vendor hydronics skid.
    - iii. New gas flare and piping from renovated digester.



## EXHIBIT 1 SCOPE OF SERVICES

- iv. Digester cover rehabilitation and insulation
  - v. Digester walls rehabilitation and insulation
  - vi. Gas detection monitoring system for old digesters.
  - vii. Interconnecting piping – hydronic from vendor skid to digester.
  - viii. Electrical supply to vendor electrical panel and non-vendor equipment.
  - ix. Control connection from Client SCADA to Vendor control panel.
  - x. Control interface definition for Client's control system integrator.
  - xi. Incorporate appropriate vendor drawings as reference drawings in preliminary design package.
  - xii. Incorporate appropriate vendor specifications as exhibits to the project manual.
- b. Prepare preliminary estimate of construction cost.
  - c. Submit preliminary balance of plant drawings, specifications, and construction cost estimate to Client and Vendor for review. Submittal will consist of one (1) printed set of documents including half-size drawings and electronic pdf files.
  - d. Prepare preliminary construction permit schedules for submittal to IDNR with preliminary design.
  - e. Meet with Client and vendor to present and review preliminary design.
  - f. With Client authorization, submit preliminary balance of plant drawings and specifications and preliminary construction permit schedules to IDNR. Submittal will consist of three (3) printed sets of documents with drawings being half-size.
  - g. Participate in review teleconference with IDNR and Client.
7. Final Design
- a. Prepare final Balance of Plant Drawing and Specifications package for work not being performed by vendor. Final design package will include appropriate Vendor reference drawings and specification exhibits.
  - b. Prepare updated estimate of construction cost based on final design documents.
  - c. Submit final balance of plant drawings, specifications, and construction cost estimate to Client for review. Submittal will consist of one (1) printed set of documents including half-size drawings and electronic pdf files.
  - d. Prepare updated construction permit schedules for submittal to IDNR with final design documents.
  - e. Meet with Client and vendor to present and review preliminary design.
  - f. With Client authorization, submit final balance of plant drawings and specifications and preliminary construction permit schedules to IDNR. Submittal will consist of three (3) printed sets of documents with drawings being half-size.

### Bidding Phase Services

1. Provide electronic pdf format contract documents to prospective bidders. Electronic plan files will be distributed to the plan houses and other interested parties.
2. Due to Iowa law, printed contract documents will be made available to prospective bidders for a deposit at the maximum amount stipulated by law upon request. Deposits are returned to bidders upon return of documents in accordance with the contract documents. Reproduction of printed copies of the bid documents for distribution to bidders that request them will be performed by Sycamore Printing and invoiced directly to the Client as a cost outside of this Professional Service Agreement.



## EXHIBIT 1 SCOPE OF SERVICES

3. Attend and administer pre-bid meeting.
4. Receive and respond to bidder questions during the bid period.
5. Prepare and issue necessary addenda.
6. Attend bid opening and tabulate bids.
7. Evaluate bids and make recommendation of award of contract.
8. Assemble and process documents for contract award and notice to proceed to contractor.
9. Reproduce and provide up to five (5) printed conformed contract documents to Contractor.  
Reproduce and provide up to three (3) printed conformed contract documents to Client including one (1) full size drawing set and two (2) half size drawing.

### **Additional Services**

The following services are not included in Basic Services and can be provided to Client for additional fee with Client authorization:

1. Modifications to or replacement of existing boiler(s).
2. Client will provide existing facility information including drawings and data.
3. Design of systems in vendor's scope of supply.
4. Air modeling.
5. Structural modifications to the digester cover.
6. Additional meetings beyond those listed in Basic Services.
7. Value engineering and cost reduction work to fit Client budget.
8. Extensive design revisions requested by Client.
9. Construction phase services.

### **Conditions of Service**

1. Client will provide existing facility information including drawings and data.
2. Client will select and contract with qualified digester equipment vendor to provide the configuration and equipment necessary to convert digester to plug flow anaerobic reactor.
3. Gas flare system will be based on prior systems used by Vendor.
4. Air permit is based on permitting a minor source and is not considered a single source with Muscatine Power and Water.
5. Hydronic system connections to vendor skid will not require a new hydronic pump.
6. Vendor will be responsible including professional engineer sealing for:
  - a. Re-configuration of the digester to convert to plug flow anaerobic reactor.
  - b. Digester hydronic system pump skid and heat exchanger(s).
  - c. Digester gas mixing system including interconnecting piping and compressor with housing located on digester cover.
  - d. Digester gas safety system.



## **EXHIBIT 1 SCOPE OF SERVICES**

- e. Digester interior baffle wall.
  - f. Vendor equipment electrical supply panel(s) and wiring from panels to equipment.
  - g. Vendor equipment control panel(s) and wiring from panels to equipment.
7. Vendor will provide adequate data and information to Consultant for Consultant to perform its work.
  8. Appropriate Vendor drawings and specifications will be incorporated into the design documents as reference drawings and exhibits.
  9. Client is responsible for any permit application fees.



## **EXHIBIT 2 COMPENSATION**

### **1. Compensation for Basic Services:**

Client shall compensate Consultant on an hourly basis not to exceed One-Hundred Thirty-Five Thousand Five-Hundred Dollars (\$135,500) for Basic Services described in Exhibit 1 – Scope of Services.

### **2. Compensation for Additional Services:**

Additional Services performed by the Consultant at Client's direction, shall be compensated on an Hourly basis for Direct Labor, Plus Reimbursable Expenses in accordance with the attached current "Hourly Fees and Charges 2019-2020" (Form BC 19-20).



## Standard Terms and Conditions Exhibit 3

### 1. CLIENT'S RESPONSIBILITIES

1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.

1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.

1.3 Provide available information pertinent to project upon which CONSULTANT may rely.

1.4 Arrange for access by CONSULTANT upon public and private property, as required.

1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.

1.6 Obtain consents, approvals, licenses, and permits necessary for project.

1.7 Advertise for and open bids when scheduled.

1.8 Provide services necessary for project but not within scope of CONSULTANT's services.

1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.

1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

1.11 Nothing in this agreement shall create a fiduciary duty between the parties.

### 2. PERIOD OF SERVICE

2.1 CONSULTANT is not responsible for delays due to factors beyond its control.

2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

### 3. CONSTRUCTION COST AND COST ESTIMATES

3.1 **Construction Cost.** Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which

are CLIENT's responsibility as provided in this Agreement.

3.2 **Cost Estimates.** Since CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

### 4. GENERAL

#### 4.1 Termination.

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after substantial default by other party through no fault of terminating party.

4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due to CONSULTANT for services rendered plus unpaid reimbursable to expenses, shall constitute total compensation due.

#### 4.2 Reuse of Documents.

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

4.2.3 **Confidentiality.** Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the agreement except as may be required by a court or governmental authority. CLIENT and CONSULTANT shall keep all information and communications related



## Standard Terms and Conditions Exhibit 3

to the project confidential in the same manner each party protects its own confidential information, to the extent that it is marked "proprietary" or "confidential" or with a similar label or which by the nature of the information generally would be regarded as proprietary or confidential. This clause shall not apply to information that is previously known by either party, lawfully becomes public knowledge, or is required to be disclosed by law or a court order.

### 4.3 Payment.

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

4.3.5 If services performed by CONSULTANT are subject to state or local sales taxes, said taxes will be reflected in the invoices and remitted according to state law. If CLIENT claims a status that would make the transaction exempt, then CLIENT shall provide appropriate proof of exempt status to CONSULTANT.

4.4 **Controlling Law.** Agreement shall be governed by Iowa law, excluding its choice of law rules.

### 4.5 Successors and Assigns.

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

4.6 **CONSULTANT's Accounting Records.** Records of CONSULTANT's personnel time, reimbursable expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

4.7 **Separate Provisions.** If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

4.8 **Waiver.** No waiver shall constitute a waiver of any subsequent breach.

### 4.9 Warranty.

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

4.9.4 Subject to the standard of care set forth in Paragraph 4.9.1, CONSULTANT and its Subconsultants may use or rely upon design elements, work, and information ordinarily or customarily furnished by others, including, but not limited to, CLIENT or his authorized representatives, public record, specialty contractors, manufacturers, suppliers, and publishers of technical standards.

4.9.5 If the Scope of Services include the review or recommendation of available technologies or recommendations of specific technologies or vendors or systems, the CONSULTANT will conduct an impartial review of such technologies, systems or vendors. The CONSULTANT is not responsible for the selection of same by the Client or for the usability, or results of such technology, vendor or system.

4.10 **Period of Repose.** Any applicable statute of limitations or repose shall commence to run and any alleged cause of action shall be deemed to have



## Standard Terms and Conditions Exhibit 3

accrued not later than completion of services to be performed by CONSULTANT.

**4.11 Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, employees, and agents from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies and Section 4.12, Limitation of Liability.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project. In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.

**4.12 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONSULTANTS), TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, OR WARRANTIES EXPRESSED OR IMPLIED, OF CONSULTANT OR CONSULTANT'S CONSULTANTS, SHALL NOT EXCEED \$300,000.00

OR THE TOTAL COMPENSATION RECEIVED BY CONSULTANT, WHICHEVER IS GREATER. THIS LIMITATION INCLUDES LIABILITY UNDER SECTION 4.11. IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT. CONSULTANT SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES THAT ARISE OUT OF ITS PERFORMANCE ON THIS PROJECT.

**4.13 Extent of Agreement.** This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

**4.14 INSURANCE.** CONSULTANT shall purchase and maintain insurance for the coverages and for not less than the limits of liability set forth below:

(a) Workers' Compensation: workers' compensation insurance as required by the laws of the states or countries with jurisdiction of the services to be performed, including employer's liability insurance, with a limit of \$1,000,000 per accident.

(b) Commercial General Liability: commercial general liability, including coverage for all premises, operations, operations of independent contractors, products and completed operations, and contractual liability. Coverage shall have limits of not less than \$1,000,000 for each occurrence and aggregate.

(c) Commercial Automobile Liability: commercial automobile liability covering the use of all owned, non-owned, and hired automobiles with minimum combined single limits of \$1,000,000.

(d) Professional Liability: professional liability insurance for claims arising out of performance of professional services caused by any negligent error, omission, or act for which the insured is legally liable, with a minimum limit of \$1,000,000, to be kept in force for two (2) years after completion of project.

CONSULTANT shall provide certificates or other evidence from insurance carriers of the required insurance coverages, if requested by CLIENT in writing within 30 days of start of performance. All insurance except workers' compensation and professional liability shall designate CLIENT as additional insured.

(e) Cyber Liability: Data Breach and Privacy/Cyber Liability Insurance in a limit of not less than \$1,000,000 per occurrence.

**4.15 Subrogation Waiver.** The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.

**4.16 Force Majeure.** Parties will not be liable for delays in delivery or for failure to perform obligations,



## Standard Terms and Conditions Exhibit 3

other than payment, due to causes beyond their reasonable control, including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, government priorities, fire, strikes, floods, epidemics, quarantine restrictions, riots, terrorists acts, or war. CONSULTANT's time for delivery or performance will be automatically extended by the period of such delay or CONSULTANT may, at its option, cancel any services, in whole or in part, without liability by giving notice to CLIENT.

**4.17 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.** When applicable, the CONSULTANT and SUBCONSULTANT shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime CONSULTANTS and SUBCONSULTANTS take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.



# Stanley Consultants

## HOURLY FEES AND CHARGES

### Fiscal Year 2019-2020

I. Compensation for office-based personnel in the United States for time in the performance of the work shall be in accordance with the following Hourly Fees:

Classification	Hourly Fee	Classification	Hourly Fee	Classification	Hourly Fee
BC-1	40.00	BC-11	143.00	BC-21	271.00
BC-2	51.00	BC-12	158.00	BC-22	285.00
BC-3	60.00	BC-13	167.00	BC-23	299.00
BC-4	69.00	BC-14	180.00	BC-24	317.00
BC-5	81.00	BC-15	193.00	BC-25	333.00
BC-6	90.00	BC-16	206.00		
BC-7	100.00	BC-17	216.00		
BC-8	110.00	BC-18	229.00		
BC-9	119.00	BC-19	243.00		
BC-10	130.00	BC-20	254.00		

Travel time in the interest of the work and away from the assigned office, either local or intercity, will be charged in accordance with the foregoing schedule.

II. Compensation for items of expense and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

Automobile	\$0.65/mile
Automobile Assigned to Project Site	\$48.00/cal. day
Four-Wheel Drive Vehicles	\$0.80/mile
Four-Wheel Drive Vehicles Assigned to Project Site	\$59.00/cal. day
Ground Transportation (rental car, taxi, etc.)	At Cost Plus 10%
Air Travel (commercial and charter)	At Cost Plus 10%
Living Expenses (away from assigned office)	At Cost Plus 10%
Telephone and Facsimile	At Cost Plus 10%
Equipment Rental	At Cost Plus 10%
Laboratory Work	At Cost Plus 10%
Soils Testing and Analysis	At Cost Plus 10%
Outside Photographic Work	At Cost Plus 10%
Duplicating Work	(schedule supplied upon request)
Technical Testing and Surveying Equipment	(schedule supplied upon request)

III. Compensation for purchases, items of expense, and other charges not scheduled above, incurred in connection with the performance of the work, shall be at cost plus 10%.

IV. Interest at the rate of 1½% per month will be charged on invoices not paid within 30 days.

V. Fees and charges are subject to revision on or after March 28, 2020.