CITY OF MARATHON, FLORIDA RESOLUTION 2015-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A CONTRACT BETWEEN THE CITY AND ESCIENCES IN AN AMOUNT NOT TO EXCEED \$40,890.00 TO COMPLETE THE CITY OF MARATHON TREE INVENTORY AND URBAN FORESTRY MASTER PLAN; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO FINALIZE THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the "City") accepted a grant award of \$15,000 from the Florida Department of Agriculture and Consumer Services Grant by Resolution 2014-150 with the understanding that the City would provide the required match; and

WHEREAS, the grant proposal is for the completion of a Tree Inventory and Master Plan for all public lands within the municipal limits; and

WHEREAS, the City and ESciences wish to enter into a contractual agreement for the completion of the Tree Inventory and Master Plan with a project completion date of January 15, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

- **Section 1.** The foregoing recitals are true and correct and are incorporated herein by this reference.
- **Section 2.** The Contract between the City and ESciences attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Manager is authorized to sign the ESciences Contract and expend budgeted funds on behalf of the City.
 - **Section 3.** This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 11^{th} DAY OF AUGUST, 2015.

THE CITY OF MARATHON, FLORIDA

Mayor Chris Bull

AYES:

Keating, Senmartin, Zieg, Bull

NOES:

None

ABSENT:

Kelly

ABSTAIN:

None

ATTEST:

Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

City Attorney

CONTRACT FOR PROFESSIONAL SERVICES

This Contract (the "Contract") is dated as of the Haday of Leg. 2015 by and between the City of Marathon (hereinafter called the "CITY") and E Sciences Incorporated (hereinafter called "CONTRACTOR") located at 224 SE 9th Street, Fort Lauderdale, FL 33316.

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1. WORK

1.0 <u>Project/Work</u>: CONTRACTOR shall complete all Work as specified or indicated in the Tasks immediately below and as further incorporated from the CONTRACTOR's proposed Scope of Services. The Project consists of the development of a Tree Inventory and Urban Forestry Master Plan which is further delineated in the Scope of Services provided by the CONTRACTOR as attached herein as Attachment A.

The plan will provide an analysis of existing tree inventory on public property within the municipal limits to encourage the proliferation of native trees, to develop a systematic approach of eradicating invasive exotic species, to classify and establish tree planting opportunities, and to develop guidelines in correlation with the future land use map. The project herein is titled the, "City of Marathon Tree Inventory and Urban Forestry Master Plan."

This Professional Services Agreement is limited to completion of the following tasks pursuant to the Request for Proposals and the accepted response of the CONTRACTOR. Said Task as elaborated below may be modified and/or expanded by mutual agreement.

Task 1. Inventory of all trees maintained in public property within municipal limits.

The CONTRACTOR will complete a comprehensive tree inventory for all public property within the municipal limits to include the following data points and analysis on the following City developed properties:

- 104th Street, Ocean
- City Marina
- Coco Plum
- Jesse Hobbs Park
- Marathon Community Park
- Oceanfront Park
- Sombrero Beach
- Sunset Park, Grassy Key
- Waste Water Treatment Plant

Task 2. Encourage the proliferation of native trees and eliminate invasive non-native plants.

The CONTRACTOR will complete an in-depth analysis of existing native and non-native plantings that will focus on the areas listed on Task 1. Categorically, native species require lower

overall maintenance and have an increased chance of long term success. Eradicating invasive exotics will allow native species to thrive, thus not further compromising the integrity of the ecosystem.

Task 3. Create a baseline to resolve urban forestry issues.

The CONTRACTOR will create a database for developing incremental approaches to the issues of urban forestry in the City. The creation of a Management Plan will facilitate revisions and upgrades to current Ordinances.

Task 4. Develop a systematic approach for the removal of invasive exotics on public property.

The CONTRACTOR will identify and catalogue all trees or group of trees measuring 4 inches or greater in DBH. This will achieve a systematic approach to the removal of invasive exotics on areas listed in Task 1. It is imperative to evaluate the site and the life cycle characteristics of invasive species to determine the most effective and economical control methods.

Task 5. Evaluate worker efficiency, reduce storm hazards and manage urban forestry.

The CONTRACTOR will focus on an approach that is best suited for long run maintenance with the goal to reduce day to day time in the field, increase the efficiency of the workers involved, and at the end, will result in maintained native vegetation that is as storm resistant as possible, without additional effort, in the event of a storm.

Task 6. Identify, quantify and analyze suggested improvements that would optimize ecological benefits and services.

The CONTRACTOR will propose improvements and services based on information collected. Data will be delivered through the use of i-Tree software or comparable system. The results will be indexed in GIS Geodatabases or shapefiles with attributes for individual tree species, size, conditions, and hazards evaluation.

Task 7. Classify and establish tree-planting opportunities.

The CONTRACTOR will perform the following tasks in accordance with ISA standards: soil tests to determine the best trees for particular locations, and provide recommendations for soil preparations, plantings, and staking on specific areas within City lands as identified in Task 1.

Task 8. Create maintenance and pruning standards.

The CONTRACTOR will create maintenance and pruning standards to establish urban and suburban commercial corridors. Planting diagrams and standards will further demonstrate the ecological benefits of the urban forest program.

Task 9. Develop corridor guidelines in correlation with the future land use map.

The CONTRACTOR will use their considerable experience and expertise to develop guidelines in correlation with the Future Land Use Map. Preparing a comprehensive list of opportunities

that will result in a long-term investments and in the beautification of the City, further increasing the local economy, ecology, and community appearance. The study areas are listed in Task 1 and encompass the U.S. 1 Corridor and principle collector roads, such as Sombrero Beach Road, Aviation Blvd, and the like.

1.1 It is understood that the CITY will designate a representative for the Work. The CITY'S REPRESENTATIVE referred to in any of the Contract Documents designated herein is George Garrett or his designee, 9805 Overseas Highway, Marathon Florida 33050.

SECTION 2. TERM

- 2.1 Contract Term. The Work shall be completed by January 15, 2016.
- 2.2 Contract Time. The Contract Term shall not commence until the CITY issues to CONTRACTOR a Notice to Proceed and the term of the Contract shall be through the date of final payment unless terminated earlier. The City reserves the right to terminate this Agreement without cause upon ten (10) day notice.
- 2.3 Survival of Obligations. Any obligations by the CONTRACTOR that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

SECTION 3. CONTRACT PRICE & TIME LINE

3.1 CITY shall pay CONTRACTOR for completion of the Work Tasks in accordance with the Agreed upon amounts per Contract Task defined below.

TASK	TASK DESCRIPTION	TASK DATE	TASK AMOUNT
1	Tree Inventory		\$19,000
2	Analysis of existing plantings		\$3,500
3	Baseline solutions to urban forestry issues		\$2,500
4	Systematic approach for the removal of		\$1,700
	invasive plantings.		φ1,700
5	Analyze proposed improvements.		\$1,400
6	Classify and establish tree-planting		\$3,200
	opportunities.		
7	Prevention and control measures		\$1,000
8	Maintenance and pruning standards		\$1,500
9	Develop corridor guidelines		\$6,300
Total	ALL TASKS		\$40,100

SECTION 4. PAYMENT PROCEDURES

4.1 CONTRACTOR shall submit Applications for Payment in accordance with the amounts established in Task 3 above. Payments will not be made until each Task item

completed by the CONTRACTOR is received and approved by the City Representative. Approval shall be based solely on whether the Task document(s) required meet the intent and defined scope of each Task outlined in Section 1.0 of the CONTRACT. Payment will be made within 15 days of the approval of any Task item document defined in Section 1.0. There shall be no Progress Payments under the terms of this CONTRACT.

4.2 The payment of any Application for Payment by CITY, including the Final Request, does not constitute approval or acceptance by CITY of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of CITY's rights hereunder or at law or in equity.

SECTION 5. INSURANCE/INDEMNIFICATION.

- Insurance. Pursuant to Fla. Stat. Section 1001.72, Contractor, a public instrumentality of the State of Florida, maintains insurance coverage under the State of Florida Risk Management Trust Fund, established pursuant to Chapter 284, Florida Statutes, and administered by the State of Florida, Department of Insurance and Workers' Compensation Insurance as required by law.
- 5.2 Indemnification. To the extent permitted by and within the limitations of Fla. Stat. Section 768.28, the CONTRACTOR shall indemnify, hold harmless the CITY, their officials, agents, employees, and volunteers for any and all negligence, errors, or omissions of negligence due to Contractor's conduct.

SECTION 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents.
- 6.2 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 6.3 The CONTRACTOR is aware of the general nature of Work to be performed by CITY as outlined in Section 1.0 of the CONTRACT.
- The CONTRACTOR has given the CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 6.5 The CONTRACTOR warrants the following:

- 6.5.1 Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.
- 6.5.2 Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY or any other applicable federal or state agency, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to declare contractor in default, and/or annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.
- 6.5.3 Public Entity Crime Statement: The CONTRACTOR warrants that it has not been place on the convicted vendor list following a conviction for public entity crime, as specified in Document 00200, Section 7.5, of the Instructions to Bidders.

SECTION 7. MISCELLANEOUS.

- Except as otherwise provided in the Contract with respect to subcontractors, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.2 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.3 Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

- 7.4 Remedies. If and when any default of this Contract occurs, the CITY or CONTRACTOR may avail itself of any legal or equitable remedies that may apply. Such remedies may be exercised in the sole discretion of the CITY or CONTRACTOR, as applicable.
- Access to Public Records. The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The CITY shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract. These documents are acknowledged to be public records except as they may exempt from disclosure pursuant to Florida law.
- 7.6 Inspection and Audit. During the term of this Contract and for five (5) years from the date of final completion or Termination, the CONTRACTOR shall allow CITY representatives access during reasonable business hours to CONTRACTOR'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the CITY, the CONTRACTOR shall remit such payments to the CITY.
- 7.7 Counterparts. This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
- 7.8 Notices. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CONTRACTOR:

E Sciences, Incorporated

224 SE 9th Street

Fort Lauderdale, FL 33316

FOR CITY:

City of Marathon 9805 Overseas Highway Marathon, Florida 33050 ATTN: City Manager

- SECTION 8. WAIVER OF JURY TRIAL AND VENUE. The CITY and CONTRACTOR knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be as determined by Florida law.
- 8.1 Attorneys' Fees. If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.
- 8.2 Amendments. This Contract may only be amended by the prior written approval of the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF MARATHON, FLORIDA, signing by and through its Mayor or Vice Mayor, authorized to execute same by Council action on the day of the contractor, and by E Sciences, Incorporated (Contractor), signing by and through its Senior Scientist, duly authorized to execute same.

CONTRACTOR

WITNESS Lauran Aldridge	By:	JOMES S. BASSETT VICE PRESIDENT
Dated:		Dated: 10/6/13
		CITY
ATTEST DANG CLAUTER City Clerk B day of October, 2015.		CITY OF MARATHON, FLORIDA Chris Bull, Mayor

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE CITY OF MARATHON ONLY:

City Attorney

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

CERTIFICATE AS TO PROJECT MANAGER

I, Jim Bassett, certify that I am the <u>Vice President</u> of <u>E Sciences</u>, <u>Incorporated</u> and that I signed the Bid with the City of Marathon, Monroe County, Florida for <u>E Sciences</u>, <u>Incorporated</u>, with full authority to sign said **Bid** on behalf of <u>E Sciences</u> pursuant to Fla. Stat. Section 1004.22.

Signed and sealed this 6 day of October , 20/5.	
(SEAL) Signature Typed w/Title	
STATE OF FLORIDA COUNTY OF SWORN TO AND SUBSCRIBED before me this day of October, 201	5
My Commission Expires: July 3, 2018 Notary Public Laura M. Aldridge Laura M. Aldridge My Commission Expires: July 3, 2018 Bonded Thru Budget Notary Services	-2.

CERTIFICATE AS TO AUTHORIZED PERSONNEL

I, Jim Bassett certify that I am the Vice President of E Sciences, Incorporated, who signed the Bid with the City of Marathon, Monroe County, Florida, for the project titled "City of Marathon Tree Inventory and Urban Forestry Master Plan", and that the following persons have the authority to sign payment requests on behalf of E Sciences, Incorporated: (Signature) (Typed Name w/Title) (Signature) (Typed Name w/Title)
(Signature) (Typed Name w/Title)
Signed and sealed this 6th day of October, 2015
(SEAL) Signature Typed w/Title
STATE OF FLORIDA COUNTY OF
SWORN TO AND SUBSCRIBED before me this 6 day of October,
My Commission Expires: free 63, 2018 Notary Public Laura M. ALDRIDGE MY COMMISSION # FF 103467 EXPIRES: June 3, 2018 Bonded Thru Budget Notary Services

ATTACHMENT A



ENGINEERING ENVIRONMENTAL ECOLOGICAL

July 24, 2015

Ms. Geovanna Torres City of Marathon Planning Department 9805 Overseas Highway Marathon, FL 33050

Subject:

Proposal for Tree Inventory and Urban Forestry Master Plan

City of Marathon, Monroe County, Florida E Sciences Proposal Number 7-0123-P01

Dear Ms. Torres:

E Sciences, Incorporated (E Sciences) is pleased to submit this proposal to provide Tree Inventory and Urban Forestry Master Plan support for the City of Marathon, Florida (City). The purpose of the project is to assist the City in implementing a comprehensive community forestry program by completing a tree inventory in public property within the City limits and developing an associated Master Plan based on the inventoried trees within nine areas identified by the City. Included, and incorporated as part of this proposal, is an outline of the project information provided to us, the proposed scope of services, our fee, the proposed schedule, and authorization procedures including the terms and conditions governing the project.

Background Information

E Sciences' understanding of the project is based upon the Scope of Services provided on July 17, 2015. The City wishes to implement a comprehensive community forestry program and understands that the first step is to collect data on trees for which it is responsible, identify planting opportunities within municipal spaces, and plan future maintenance, removal and planting programs based on this data. The City acquired a Florida Department of Agriculture and Consumer Services' (FDACS) Urban and Community Forestry Grant to assist in accomplishing this objective. The City has indicated that it wishes the consultant engaged in this project to focus on collecting data within nine municipally owned areas listed in the Scope of Services.

E Sciences Experience and Qualifications

E Sciences has assisted numerous other Florida communities with their FDACS Urban and Community Forestry Grant projects, including the City of Miami Beach, the City of Coconut Creek, the City of Lake Worth, the City of Doral and Manatee County. In addition, we have conducted similar studies for the Town of Surfside and other communities. Our South Florida offices are managed by Justin Freedman, is an ISA Certified Arborist with the Tree Risk Assessment Qualification (TRAQ). He currently serves as President

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

www.esciencesinc.com

of the Florida Urban Forestry Council where he assists communities develop and enhance their urban forestry programs throughout the State of Florida. He is assisted by Brian Voelker, a Certified Arborist with TRAQ and more than 18 years of experience and Jen Savaro, a former tree and landscape permit inspector for Miami-Dade County.

E Sciences is prequalified to provide ecological services for the City of Marathon.

Proposed Scope of Services

Task 1: Tree Inventory

E Sciences will conduct a comprehensive tree inventory for the following properties;

- 104th Street, Ocean
- City Marina
- Coco Plum
- Jesse Hobbs Park
- Marathon Community Park
- Oceanfront Park
- Sombrero Beach
- Sunset Park, Grassy Key
- Waste Water Treatment Plant

The tree inventory will include the following general data to assist the City with creating a baseline to resolve urban forestry issues:

- Tree number (automatically generated)
- Tree species (scientific and common)
- Diameter at breast height (DBH)

It will also include the following data associated with the City's stated goals of encouraging native trees, eliminating non-native plants and developing a systematic approach for the removal of invasive exotics on public property:

• Classification (native, exotic, invasive)

Data will also include the following categories to assist the City with evaluating worker efficiency, reducing storm hazards and managing the urban forest:

- Wind resistance (classified by species as either wind resistant or not based on research conducted on this subject)
- Observed defects (to include up to three defects such as codominant leaders, included bark, dead wood, trunk lean, trunk damage, etc.)
- Maintenance recommendations (to include up to two recommendations, such as structural pruning, clearance pruning, restoration pruning, crown cleaning, etc.)
- Priority defects (to be used when a tree requires immediate attention by the City)

Trees for which there is a priority defect or more than one priority defect, E Sciences will prepare a tree risk assessment using an industry standard (i.e. the ISA Tree Risk Assessment Form). This fee proposal includes up to 10 forms. Additional tree risk assessments can be provided at our standard rates.

Forested areas consisting of either native species (i.e. seagrape, mangroves) or invasive species (i.e. Brazilian pepper, Australian pine) will be inventoried using polygons with general data about species composition, size and general condition. Individual trees will not be located/identified.

E Sciences will provide the following deliverables:

- · Hard-copy inventory maps of the nine sites at a user-friendly scale
- The GIS shape files for the inventory
- A bound copy of the inventory with maps and data in table format
- Tree risk assessment forms

Task 2: Urban Forestry Management Plan

E Sciences will prepare an Urban Forestry Management Plan to assist the City accomplish the following four stated goals:

Identify, quantify and analyze suggested improvements that would optimize ecological benefits and services. E Sciences will identify ecological benefits being provided by the City's public trees. We will utilize iTree tools such as iTree Canopy and/or iTree Streets to quantify these benefits for existing trees. We will provide recommendations for the City to maintain these existing trees to maximize the benefits provided. We will then estimate the enhanced benefits that would be provided if additional trees are planted. These planting opportunities will be identified in the next section.

Classify and establish tree-planting opportunities.

As part of the tree inventory task, E Sciences will identify opportunities for the City to enhance its urban forest canopy within public spaces by planting appropriate tree species. Opportunities will be described narratively and depicted on maps, including species suggestions.

Create maintenance and pruning standards

To help the City maintain its existing trees, we will provide maintenance and pruning standards appropriate for the City's urban forest and staffing structure. This will include interviews with the appropriate City departments.

Develop corridor guidelines in correlation with the future land use map

E Sciences will review the City's future land use map and develop corridor planting guidelines. This will include species, sizes, spacing and installation guidelines. This task does not include landscape architecture or development of landscape planting plans.

July 24, 2015 Page 4 of 4

Proposal for Tree Inventory and Urban Forestry Master Plan Marathon, Monroe County, Florida E Sciences Proposal Number 7-0123-P01

Other items

The Urban Forestry Management Plan will also include sections that address goals from Task 1:

- . Systematic approach for invasive removal and encouragement of native species
- Discussion on general worker efficiency
- Recommendations to reduce storm hazards

COST OF SERVICES

E Sciences proposes to perform the above scope of services for the lump sum fee of \$40,890. If unforeseen conditions should require services beyond the scope of services described herein, E Sciences will notify you promptly of additional costs necessary to complete the project, prior to proceeding. Services beyond those described herein will be invoiced in accordance with our attached schedule of fees at the applicable rates. You will be invoiced every four to five weeks for services completed based upon percentage of work complete. Please note that payment of invoices is due upon receipt.

SCHEDULE

It is our understanding that the Work must be completed by September 30, 2015 to meet the grant deadline. We are prepared to meet this deadline if authorization if provided by the end of July, 2015. We also understand that the City is working with Florida Forest Service to request an extension. If granted, we will request that additional time is provided to complete the project.

AUTHORIZATION

Please provide a signed contract as our written authorization for this project. We appreciate the opportunity to offer our professional services on this project. If you have any questions concerning this proposal, please contact us at (954) 484-8500.

Sincerely,

E SCIENCES, INCORPORATED

Brian Voelker, MS Senior Scientist

Attachments: Fee Schedule

Justin Freedman, MS Project Manager



E SCIENCES, INCORPORATED 2015 SCHEDULE OF FEES

A. PERSONNEL

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

	Rate Per Hour
PRINCIPAL Registered Engineer/Geologist/Scientist	\$190.00
DIRECTOR/CHIEF Engineer/Geologist/Scientist	\$190.00
SENIOR II Registered Engineer/Geologist/Scientist	\$175.00
SENIOR I Registered Engineer/Geologist/Scientist	\$145.00
PROJECT II Engineer/Geologist/Scientist	\$120.00
PROJECT I Engineer/Geologist/Scientist	\$110.00
STAFF II Engineer/Geologist/Scientist	\$95.00
STAFF I Engineer/Geologist/Scientist	\$85.00
SENIOR GIS Analyst	\$110.00
CADD/GIS Analyst	\$80.00
TECHNICIAN II	\$75.00
TECHNICIAN I	\$65.00
ADMINISTRATIVE ASSISTANT/CLERICAL SUPPORT	\$50.00

B. EXPENSES

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

C. SUBCONTRACTS

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

D. ESCALATION FOR MULTI-YEAR CONTRACTS

- 1) Escalation rates will apply one year after the effective date of the contract.
- 2) The escalation labor rate will be 3% per category per year.
- 3) The mileage rate will be adjusted annually at an amount of 17.5 cents per mile above the Internal Revenue Service optional standard mileage rate.

P \Templates And Forms\Accounting Forms\ProposalProjectSet Up Forms\Fee Schedules\E Sclences Fees January 2016 Doc Updated 3-2-2016