



SERVICES AGREEMENT

Salt Lake City Office
257 East 200 South, Suite 200
Salt Lake City, Utah 84111
Tel 801.322.4307 Fax 801.322.4308
Tax I.D. Number 860483317

This Services Agreement ("Agreement") is entered into as of the 29 day of April, 2020 between SWCA, Incorporated, an Arizona corporation that does business as SWCA Environmental Consultants ("SWCA"), and the client identified below ("Client") (or each entity individually "Party" and collectively "Parties"). SWCA and Client agree as follows:

BASIC TERMS

Client Information

Client (complete legal name): Ensign Engineering
Client's State of Incorporation/Organization: Utah
Street Address: 45 West 10000 South, Suite 500
City: Sandy

State: Utah Zip Code: 84070

Main Client Contact Name: Justin Christensen
Email: jchristensen@ensigneng.com
Phone: 435-865-1453
Fax:

Send Invoices to Main Address / Billing Contact:
 Send Invoices via Email: jchristensen@ensigneng.com
 Send Invoices to Alternate Billing Address (below)
Billing Contact:
Street Address:
City: State: Zip Code:
Phone: Email:

Basic Project Information

Project Title: Chekshani Cliffs Project
Project County: Iron County
Project City: Cedar City
Project State: Utah

Project Number: 57501.00
Project Manager: Amy Harvey

Scope of Services

The services to be provided by SWCA ("the Services") are described as follows or in a document attached to this Agreement and referred to as the "Statement of Work" or "SOW" (which may be labeled as Exhibit A).
See Exhibit A.

Work Schedule

Estimated Start Date: The estimated date by which SWCA is expected to begin performing the Services ("Estimated Start Date") is as follows (check applicable box): as described in SOW or , 20 .

Estimated Completion Date: The estimated date by which SWCA is expected to complete the Services ("Estimated Completion Date") is as follows (check applicable box): as described in SOW or , 20 .

SWCA's Fees

The fees payable for the Services shall be as follows (check applicable box):

- \$ "Fixed Fee" basis for the Services described in the Statement of Work.
- \$7,357.00 "Time and Materials, Not-To-Exceed", at rates quoted in the SWCA Rate Schedule which may be labeled as Exhibit B.
- \$ "Time and Materials" (estimated contract value; no ceiling) at rates quoted in the SWCA Rate Schedule which may be labeled as Exhibit B.
- \$ N/A "Time and Materials On-Call" at rates quoted in the SWCA Rate Schedule which may be labeled as Exhibit B.

- \$ per unit, not to exceed \$ total contract value "Unit Fee Max" (eg: per day; with contract ceiling) at rates quoted in the SWCA Rate Schedule which may be labeled as Exhibit B.
- \$ per unit "Unit Fee On-Call" (eg: per day; estimated contract value; no ceiling).

Sales Tax (check applicable box)

- Sales Taxes are NOT included in the contract value specified above, if any (i.e., Sales Taxes will be billed to Client in addition to the specified contract value).
- Sales Taxes are included in the contract value specified above, if any.
- Sales Taxes not applicable.

Invoicing and Payment

Deposit: Client agrees to provide SWCA with a deposit of \$0.00 promptly upon Client's execution of this Agreement as an advance deposit towards payment of fees and any reimbursable expenses payable under this Agreement. If Client does not provide such deposit, SWCA may delay beginning work until such deposit is received or may terminate this Agreement by written notice to Client. The deposit may be applied to amounts currently due to SWCA and unpaid or SWCA may hold the deposit and apply it to the final invoice(s).

Reimbursement of Expenses: Client shall reimburse SWCA for expenses as described in the SOW and in SWCA's Rate Schedule which may be labeled as Exhibit B as referenced above.

Payment Terms: SWCA shall generally invoice Client monthly for services rendered (based on percentage of completion/hours expended, as applicable) and expenses incurred. Invoices are payable upon Client's receipt of the invoice and invoices become past due if payment is not received within thirty (30) days after the date of the invoice. Overdue amounts bear interest at the rate of 1.5% per month until paid and are subject to a monthly late-payment service charge equal to the greater of \$200 or 1% of the overdue balance.

Manner of Payment: Unless a different manner of payment is requested by SWCA, payments are to be remitted as follows:

- *Preferred Payment Method:* ACH/EFT: Routing number – 071922777; Account number – 7811583501; Account Type – Business Checking; Bank Name – First American Bank; Location: - Carol Stream, Illinois. Submit remittance advice to payment@swca.com.
- *Alternate Payment Method:* Via check mailed to: P.O. Box 7217, Carol Stream, IL 60197-7217.


Acceptance

If this Agreement is not returned to SWCA duly executed on behalf of Client within thirty (30) days from Client's receipt of this Agreement, SWCA may rescind this Agreement by written notice to Client.

Special Terms

In addition to the Basic Terms set forth above, and General Terms set forth below, the Parties agree to the terms set forth in the following Special Terms. In case of a conflict, the Special Terms shall take precedence.

n/a

SWCA, Incorporated	Client: Central Iron County Water Conservancy District
By: <small>(signature)</small>	By:  <small>(signature)</small>
Name: Reid Persing	Name: Paul Monroe
Title: Natural Resources Director	Title: General Manager
Date:	Date: 5/11/2020

SERVICES AGREEMENT GENERAL TERMS

The following General Terms apply to the Services Agreement between SWCA, Incorporated ("SWCA") and the client identified in such Services Agreement ("Client"). References to the "Basic Terms" mean the terms set forth above the signature line in such Services Agreement. References to the "General Terms" mean the terms set forth below. References to this "Agreement" mean the Basic Terms together with the General Terms, including any "Special Terms" above the signature line. To the extent an SOW contains terms that are in addition to or different than these General Terms, the terms of the SOW shall govern.

1. Services

- 1.1 Scope of Services. Pursuant to the terms of this Agreement, SWCA shall provide those services that SWCA agrees in writing to provide under this Agreement ("Services") as set forth in the Basic Terms. Any reports and similar materials that SWCA is required to deliver to Client as part of the Services are referred to as "Deliverables". References in this Agreement to the "Services" include any Deliverables related to those Services. References in this Agreement to the "Project" mean the project to which the Services relate.
- 1.2 Subcontractors/Subconsultants. Use of subcontractors or other subconsultants by SWCA to perform the Services are subject to Client's approval. SWCA's obligations under this Agreement with respect to performance of the Services shall apply to any portions of the Services subcontracted by SWCA.

2. Work Schedule

- 2.1 Start of Work. SWCA shall use reasonable efforts to be ready to start work as of the Estimated Start Date, if any. Unless otherwise directed by Client, SWCA may start work before the Estimated Start Date where necessary or helpful for the prompt completion of the Services but an early start shall not change any Estimated Completion Date unless otherwise mutually agreed in writing.
- 2.2 Completion of Work. It is acknowledged that the Estimated Completion Date is an estimate and that SWCA shall not be responsible for delays caused by circumstances beyond SWCA's reasonable control. Client agrees to provide reasonable cooperation as necessary to enable the completion of Services.
- 2.3 Work Delays. It is acknowledged that this Agreement constitutes a commitment by SWCA to perform the Services and a commitment by Client to pay SWCA for the Services according to this Agreement, subject to the terms of this Agreement including terms allowing termination of this Agreement. Consequently, if Client directs SWCA not to start work or to suspend work or otherwise gives directions that restrict SWCA's performance of the Services, SWCA's following of such directions shall not limit SWCA's rights under this Agreement. Any Estimated Completion Date shall be extended to the extent of any delays caused by Client (e.g., delays due to requests by Client not to start work or to suspend work or due to Client's breach of this Agreement). In the event of cumulative delays in starting or continuing work of over 180 days that are caused by Client or otherwise due to circumstances beyond SWCA's reasonable control, SWCA may elect to terminate this Agreement by written notice to Client.

3. Changes in Scope of Services

- 3.1 Additional Services. Any services provided by SWCA for Client that are outside the scope of the Services under this Agreement (as defined in Section 1.1) shall constitute "Additional Services" under this Agreement (unless such services are the subject of a separate agreement executed by SWCA and Client in which event such services shall be governed by that other agreement). Additional Services provided by SWCA with Client's approval shall constitute "Approved Additional Services" and shall be part of the Services under this Agreement.
- 3.2 Payment for Additional Services. SWCA shall be entitled to additional compensation for Approved Additional Services on such terms as are agreed on by SWCA and Client. The following terms shall apply to Approved Additional Services unless otherwise agreed in writing by SWCA and Client: (i) SWCA shall be entitled to additional compensation for Approved Additional Services on an hourly basis at SWCA's then-current hourly rates for the services at issue, (ii) such additional compensation shall not count towards any not-to-exceed amount established as part as of the original pricing and payment terms, and (iii) SWCA shall be entitled to expense reimbursement from Client with respect to the Approved Additional Services on terms consistent with expense reimbursement terms applicable to the Services.
- 3.3 Reduction in Services. If Client desires to reduce the scope of the Services, Client shall provide written notice to SWCA of the proposed changes in the scope of the Services and of any corresponding changes proposed by Client with respect to SWCA's compensation and related terms. If SWCA gives Client written notice that SWCA

accepts such proposal, the terms of this Agreement shall be deemed amended in accordance with the accepted proposal.

- 3.4 Subpoena Related Additional Services. In the event SWCA is required to spend time in response to a subpoena or similar legal requirement ("Subpoena") arising out of a dispute or legal action involving Client, doing so will constitute Approved Additional Services. These terms do not apply to the extent the dispute or legal action includes claims asserted against SWCA and the Subpoena is in furtherance of those claims. SWCA shall be entitled to reimbursement from Client with respect to expenses incurred in connection with Approved Additional Services involving a Subpoena as described in this Section.

4. Standard of Service, Project Information and Deliverables

- 4.1 Standard of Service. SWCA shall perform the Services in accordance with the level of care generally observed by similar companies providing the same services under similar circumstances ("Standard of Service"). SWCA's obligations with respect to the quality of the Services are subject to the terms of this Agreement and conditioned on SWCA's receipt of all amounts due to SWCA with respect to the Services at issue. SWCA shall not be responsible for the quality of any partially completed Services in the event SWCA is prevented from completing the Services due to Client's breach or other circumstances beyond SWCA's reasonable control.
- 4.2 Project Information. SWCA shall be responsible for the accuracy of information prepared by SWCA as part of the Services as necessary for SWCA to conform to the Standard of Service set forth in Section 4.1. SWCA shall not be responsible for the accuracy of materials that were not prepared by SWCA (e.g., government records, materials provided by Client, third-Party maps and reports) except to the extent SWCA agrees in the SOW to be responsible for verifying the accuracy of those materials.
- 4.3 Deliverables. SWCA may condition delivery of Deliverables on payment for work relating to such Deliverables along with payment of any past due amounts owing to SWCA. Client's right to use any Deliverable is conditioned on Client's payment of all amounts due to SWCA.
- 4.4 Confidentiality. SWCA and Client shall use reasonable efforts to maintain the confidentiality of any non-public information relating to the other Party or the Project.

5. Payment-Related Terms

- 5.1 General Payment Terms. General payment terms are set forth in the Basic Terms. Except as expressly agreed by SWCA in writing, payment to SWCA shall in no event be withheld by reason of Client not receiving payment from a third-Party.
- 5.2 Fixed Fee and Not-To-Exceed Terms. Except where a fixed fee or a not-to-exceed amount is mutually agreed in writing, any fee quotes are non-binding estimates. If SWCA agrees to a fixed fee or a not-to-exceed amount based on inaccurate or incomplete information provided by Client or other circumstances that are not SWCA's fault and, as a result, the assumptions relied upon by SWCA for the originally agreed upon fee limit are materially affected, the Parties shall negotiate in good faith to determine appropriate modifications in pricing and related terms.
- 5.3 Late Payment. In the event Client fails to pay any amounts to SWCA when due, SWCA shall have the right to stop work after giving Client written notice of the non-payment and the intention to stop work. In the event Client fails to pay any amounts to SWCA when due and does not cure such failure within three (3) business days from SWCA giving written notice of non-payment ("Payment Default"), SWCA's remedies shall include the right to: (i) suspend performance of the Services and withhold Deliverables until SWCA receives all overdue amounts and reasonable assurances of future payment; (ii) terminate this Agreement by providing written notice of termination to Client; and/or (iii) exercise other rights and remedies available under this Agreement or applicable law. In the event SWCA and Client are Parties to more than one agreement under which SWCA is obligated to provide services and Client fails to pay any amounts to SWCA when due under one services agreement, SWCA may treat that as a failure to pay under other services agreements. Overdue amounts bear interest at the rate of 1.5% per month until paid. Client shall reimburse SWCA for all reasonable attorneys' fees, court costs and other expenses incurred by SWCA (including any commissions payable to collection agencies) in connection with efforts to collect overdue amounts payable under this Agreement (including efforts to collect such attorneys' fees, court costs and other expenses).
- 5.4 Reimbursable Expenses. SWCA may, with Client's approval, use subcontractors to complete the Services. Client shall reimburse SWCA for costs incurred in connection with the Services as provided in this Agreement.

Subcontractor costs shall be subject to a 20% administrative fee and other costs shall be subject to a 15% administrative fee.

6. Term and Termination

- 6.1 Term of Agreement. Unless terminated earlier pursuant to the terms of this Agreement, this Agreement shall remain in effect until the Services that are the subject of this Agreement are completed. Upon completion of the Services, this Agreement shall automatically terminate subject to survival of specified terms as described below.
- 6.2 Termination by Client for Breach by SWCA. In the event SWCA materially breaches this Agreement and does not cure such breach within ten (10) business days of receipt of a written notice from Client that describes the breach and the steps requested to cure, Client may terminate this Agreement by giving SWCA five (5) business days advance written notice of termination.
- 6.3 Termination by SWCA for Breach by Client. In the event Client materially breaches this Agreement and does not cure such breach within ten (10) business days of receipt of a written notice from SWCA that describes the breach and the steps requested to cure, SWCA may terminate this Agreement by giving Client five (5) business days advance written notice of termination.
- 6.4 Payment Upon Termination. If this Agreement terminates under any circumstances, SWCA's payment rights shall include the following: In the event of termination of this Agreement where the Services are priced on a fixed-fee basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the percentage of work completed prior to the effective time of termination as reasonably estimated by SWCA. In the event of termination of this Agreement where the Services are priced on a time and materials basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the number of hours worked prior to the effective time of termination. SWCA shall also be entitled to reimbursement of expenses that are reimbursable under the terms of this Agreement and incurred prior to the effective time of termination.
- 6.5 General Termination Provisions. The termination rights provided in this Section 6 are in addition and without prejudice to other termination rights provided under this Agreement. In the event of termination of this Agreement, Client shall immediately deliver to SWCA all SWCA property that Client has possession or control of including any Deliverables that are not fully paid for. Upon termination of this Agreement, all provisions of this Agreement that expressly or by their nature continue in effect (e.g., payment terms, confidentiality provisions, liability limitations, indemnification obligations, and general terms) shall survive termination.

7. Remedies

- 7.1 Attorneys Fees. In the event of litigation arising out of, or relating to the subject matter of, this Agreement, the non-prevailing Party shall reimburse the prevailing Party for its reasonable attorneys' fees and expenses incurred in connection with such litigation.
- 7.2 Consequential Damages. Neither Party shall be liable for any consequential, incidental or special (including multiple or punitive) damages of the other Party arising out of the performance of this Agreement.
- 7.3 Indemnification. Each Party shall indemnify the other Party against any losses to the extent incurred as a result of the indemnifying Party's breach of this Agreement or as a result of any negligent acts or omissions attributable to the indemnifying Party.
- 7.4 Limitations. In no event shall SWCA have any liability for any adverse consequences that result from following the directions of Client. In addition, to the fullest extent permitted by law, SWCA's liability for any claims arising under this Agreement or relating to the subject matter of this Agreement shall not exceed the greater of the fees paid by Client to SWCA under this Agreement and any additional proceeds received under SWCA insurance policies to cover the claims asserted.

8. Insurance

- 8.1 SWCA shall provide, pay for, and maintain in force at all time during the performance of the services insurance to protect itself from claims arising under Worker's Compensation; from claims for damages because of bodily injury including personal injury, sickness or disease or death of any person; from claims for damages resulting from injury to or destruction of property, including loss of use thereof; and from claims arising out of the performance of professional service.

- 8.2 SWCA shall provide, pay for, and maintain in force at all times during the performance of the services hereunder, insurance in compliance with the insurance coverage listed below.
- A. Workers' Compensation Insurance as may be required by all state and federal worker's compensation acts.
 - B. Employers' Liability Insurance with limits of at least One Million Dollars (\$1,000,000).
 - C. Commercial General Liability Insurance covering liabilities for death and personal injury and liabilities for loss of or damage to property with a combined single limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
 - D. Umbrella Excess Liability Insurance written as excess of Employers' Liability, Commercial General Liability, and Business Automobile Liability, with limits of not less than Five Million Dollars (\$5,000,000) each occurrence, combined single limit.
 - E. Automobile Liability Insurance with a minimum One Million Dollars (\$1,000,000) per occurrence coverage for both bodily injury and property damage.
 - F. Professional Liability Insurance with limits of liability of not less than Five Million Dollars (\$5,000,000) each claim/annual aggregate.

9. Additional Terms

- 9.1 Entire Agreement. This Agreement, including all applicable Statement(s) of Work, reflects the entire agreement of the Parties with respect to its subject matter. Any other documents and communications preceding execution of this Agreement (including any proposals and other preliminary documents) are hereby superseded and shall have no binding effect except to the extent the terms of such documents and communications are expressly designated by SWCA and Client in writing as constituting part of this Agreement. SWCA shall have no obligations under the terms of any other contracts (e.g., contracts between Client and a third-Party who has engaged the services of Client where Client is engaging the services of SWCA as a subcontractor/subconsultant), except to the extent SWCA has been provided a copy of those contract terms and SWCA has expressly agreed in writing to be bound by those terms, in which event only those terms that are applicable to the Services to be performed by SWCA shall apply.
- 9.2 Amendment; Waiver; Severability. No amendment to this Agreement or any waiver may be enforced against a Party unless the amendment or waiver is agreed to in writing by that Party. If a provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall continue in effect, and the provision held to be invalid or unenforceable shall be automatically amended to most closely approximate the original provision on terms that are valid and enforceable.
- 9.3 Assignment. The rights and obligations of the Parties under this Agreement may not be assigned or otherwise transferred without the written consent of the other Party, which consent shall not be unreasonably withheld. In the event Client does not pay any amounts payable to SWCA when due, SWCA may assign its payment rights and related rights under this Agreement to a collection agency or other third-Party.
- 9.4 Interpretation. The terms of this Agreement constitute the written expression of the mutual agreement of the Parties and shall be construed neutrally and not for or against either Party. Periods of time established by this Agreement in days shall be calculated using calendar days and not business days unless otherwise specified. When used in this Agreement, the term "include" or "including" and similar terms shall be construed to mean "including but not limited to".
- 9.5 Governing Law. This Agreement and any claims arising out of, or relating to the subject matter of, this Agreement shall be governed by the laws of Arizona, without regard to choice of law rules, or such laws as are otherwise identified as governing by mutual written agreement of the Parties.
- 9.6 Notices. Notices and communications relating to the subject matter of this Agreement may be given and made by any reasonable means not inconsistent with this Agreement, including facsimile or email if reasonable in the circumstances.
- 9.7 Relationship. The relationship between Client and SWCA shall be that of independent contractors and not that of partners, joint venturers or otherwise.
- 9.8 Execution. This Agreement may be executed in counterparts and delivered by any reasonable means including facsimile or electronically. An executed Agreement delivered by facsimile or electronically shall be deemed an original for all purposes, but the Parties shall provide a duly executed original promptly upon request from the other Party.

EXHIBIT A – STATEMENT OF WORK



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

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www.swca.com

April 29, 2020

Mr. Justin Christensen
Ensign Engineering
VIA EMAIL
jchristensen@ensignutah.com

Re: Cost Proposal to Perform Biological Surveys for the Randy Carter Alternative Route.

Dear Mr. Christensen,

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide Ensign Engineering (Ensign) with our scope of work and cost estimate for the above-mentioned project.

SWCA understands that Ensign is in the process of planning a project involving pipeline placement and drilling associated with a new well in addition to an emergency connection line to Kanarrville, UT. Based on our understanding, construction activities associated with the project would occur within potential Utah prairie dog (*Cynomys parvidens*) habitat. Ensign is requesting surveys within the project area footprint, as well as associated buffers for Utah prairie dog to be performed by a certified biologist.

The cost to complete these tasks, as described in the attached scope of work, is on a **Time and Materials basis, Not-to-Exceed a total of \$7,357.**

Thank you for providing us with the opportunity to work with you. Please contact Amy Harvey at (801) 322-4307 if you have any questions regarding this proposal.

Sincerely,

Amy Harvey
Project Manager

SCOPE OF WORK

SWCA Environmental Consultants (SWCA) understands that Ensign is planning to construct up to approximately 1.0 mile of pipeline associated with a new well as outlined in an emailed received from Justin Christensen on April 28, 2020, just south Kanarrville, UT primarily on the eastern edge of Old U.S. 91.

The following scope includes our approach to perform surveys for Utah prairie dog by a certified biologist with the proper training to survey for this species.

BIOLOGICAL SURVEYS

Agency Coordination

On behalf of Ensign, SWCA will coordinate with the U.S. Fish and Wildlife Service (USFWS) and Utah Division of Wildlife Resources (UDWR) regarding survey protocols specific to Utah prairie dog survey effort. Early coordination ensures that agencies agree with survey efforts, protocols, and established survey buffers, assisting in a smooth survey and reporting effort for the project.

Utah Prairie Dog Surveys

Based on desktop review, the project area is within the “high intensity survey area” requiring 100% coverage of the project area.

Surveys will be completed by a biologist certified to conduct Utah prairie dog surveys and will follow protocols described in *Utah Prairie Dog Occupancy and Habitat Survey Protocol for Federal Section 7 Consultations*¹ (USFWS 2018). Because the project area is within a high intensity survey area, 100% coverage of the project area will be completed using transects no further than 30 meters apart and will include up to a 1,000-foot buffer area from the edge of the project area. The certified biologist will investigate the survey area for sign of Utah prairie dog, including mounds showing sign of activity, scat, or direct observations of individuals. Any active mounds will be mapped using a Global Positioning System (GPS), photographed, and data will be collected for each sighting using the Utah Prairie Dog Occupancy/Habitat Survey Form¹ (USFWS 2018). Utah prairie dog surveys would be completed prior to October 2019.

Deliverables

- Biological survey report, including site maps and site photos.

Assumptions

- Access to the project area including associated buffer areas will be coordinated by Ensign.
- SWCA assumes that the surveys will be completed in five days.
- A draft biological survey report, including maps will be provided to Ensign for review and comment within two weeks after completion of the surveys.

¹ USFWS. 2018. Utah Prairie Dog Occupancy and Habitat Survey Protocol for Federal Section 7 Consultations. Accessed online at: https://www.fws.gov/utahfieldoffice/Documents/UPD/2018/UPD%20Survey%20Protocol_20180605_FINAL.pdf in June 2019.

- Edits will be made to the draft biological report following review by Ensign, if necessary. Edits to the report will require up to two hours of effort from SWCA.
- Three hours of agency coordination (USFWS and UDWR) is included in this task.

ESTIMATED BUDGET

The scope of work and cost are based on SWCA's current understanding of the project. Alyson Eddie, SWCA's Salt Lake City-based PM, will oversee the project and manage the day-to-day activities and budgets, and represent SWCA to communicate directly with Ensign in a timely manner. SWCA proposes to complete the tasks on a **Time and Materials** basis for a total cost **Not-to-Exceed \$7,357** without prior approval.

EXHIBIT B – RATE SCHEDULE

2020 LABOR CATEGORIES AND BILLING RATES

Principals & Project Management Staff

Project Manager III.....	\$89.00	Project Manager IX.....	\$153.00
Project Manager IV.....	\$99.00	Project Manager X.....	\$171.00
Project Manager V.....	\$109.00	Project Manager XI.....	\$187.00
Project Manager VI.....	\$119.00	Project Manager XII.....	\$205.00
Project Manager VII.....	\$131.00	Principal-in-Charge.....	\$285-398
Project Manager VIII.....	\$142.00		

Consulting Services

Cultural Resources	Air Quality
Environmental Resources	Graphics / Media Production
Paleontology	GIS / CADD Resources
Scientific Resources	Technical Writing / Editing
Planning Resources	Principal Investigator
Information Technology	Training / Facilitating

Specialist I.....	\$67.00	Specialist IX.....	\$153.00
Specialist II.....	\$79.00	Specialist X.....	\$171.00
Specialist III.....	\$89.00	Specialist XI.....	\$187.00
Specialist IV.....	\$99.00	Specialist XII.....	\$205.00
Specialist V.....	\$109.00	Subject Matter Expert.....	\$210-324
Specialist VI.....	\$119.00		
Specialist VII.....	\$131.00	Technician I.....	\$47.00
Specialist VIII.....	\$142.00	Technician II.....	\$55.00

Administrative

Administrative I.....	\$42.00	Administrative V.....	\$89.00
Administrative II.....	\$53.00	Administrative VI.....	\$101.00
Administrative III.....	\$66.00	Administrative VII.....	\$113.00
Administrative IV.....	\$77.00	Administrative VIII.....	\$125.00

Direct expenses are subject to a 15% administrative markup and subcontractor expenses are subject to a 20% administrative markup. These rates do not apply to depositions or testimonies at administrative hearings and trials. Such activities fall under our Expert Witness rates, which vary by state.

A communication/data fee is invoiced at a rate of 3% of labor to cover such expenses (i.e.: cell phones, data plans, faxes, etc.).

Overtime is invoiced at 1.2 times standard rates.

Per Diem is billed at the GSA rate in place at the time of billing. Mileage is billed at the IRS mileage rate in place at the time of billing.