

August 21, 2020

Pacific County Department of Public Works
Attn: Brian Vincent, Director/County Engineer
211 North Commercial Street
Raymond, WA 98577

Re: Scope and Fee Estimate for Limited Geotechnical/Geologic Evaluation
Upper Naselle Road Slide
Pacific County, Washington
154-055-002

Dear Mr. Vincent:

Hart Crowser, Inc. is pleased to present this Scope and Fee Estimate to Pacific County (County) for providing limited geotechnical engineering and geologic services for the re-evaluation of a landslide on Upper Naselle Road in unincorporated Pacific County (near Naselle), Washington.

In March 2016, Hart Crowser completed a limited evaluation of this debris flow-style landslide, as outlined in our summary letter dated August 30, 2016. As part of that prior work, we completed a reconnaissance of the slide area, reviewed historic aerial photographs, reviewed geologic mapping, and consulted with various County personnel. Ultimately, we identified the landslide as presenting a "significant risk to public safety" and indicated that it was unlikely to be "economically stabilized;" therefore, we recommended that the roadway remain closed to the public.

We understand the road has been closed since 2016, although County personnel recently cleared debris from the roadway. You indicated that the roadway beneath the debris was generally intact after clearing. Additionally, anecdotally no significant additional slope movement occurred since 2016, although we understand you did not personally observe the slope performance during that time period. We understand the County desires to better understand the potential risks associated with future slope instability, so that they can make more informed decisions regarding potentially re-opening the roadway, including considering openings that may be restricted by season, weather, local traffic only, etc.

The scope of work described herein is based on our understanding of the site conditions and contains estimates for conducting a limited geotechnical/geologic re-evaluation of the landslide area. The scope includes a file review, visual reconnaissance of the site, and completion of a limited risk evaluation. Without completing a detailed subsurface investigation, we will not be able to definitively quantify risk and slope stability; however, we expect that we will be able to identify relative risk associated with slope



hazards and roadway re-opening options. The County will then need to review the risks to make a final decision regarding potential roadway re-openings.

Hart Crowser will be teaming with Pali Consulting to provide additional geologic expertise and an independent opinion regarding site hazards.

Scope of Work

We proposed the following scope of work:

1. Conduct a reconnaissance of the site, including:
 - a. Visual observations of geomorphic conditions of the slopes above and below the roadway that are visible from the roadway and from a traverse above the upper slope
 - b. Collection of information regarding slope gradients and heights
 - c. Where bedrock is exposed adjacent to the roadway, jointing, bedding, etc. will be noted
 - d. Photo-document site conditions
2. Compare current site conditions to conditions observed in 2016 via comparison of photographs to identify, as much as possible, the relative amount of slope activity since our 2016 site visit.
3. Plot the slope geometry/sections measured in the field and complete limited analyses of relative hazards.
4. Discuss preliminary interpretation regarding the apparent levels of hazard/risk that are present and our opinions regarding the usefulness of a more qualitative risk evaluation.
5. Prepare a brief memorandum summarizing items #1 through #4.

If after completion of the above tasks, the County wants us to continue with more detailed analyses, we will scope additional effort for completion of a numerical risk evaluation or parametric stability evaluation. The level of effort for this additional work will depend upon our initial findings and the County's desired level of study.

Project Fees and Schedule

We estimate that we can complete the above scope of work on a time and materials basis for an approximate fee of **\$7,500 per that attached table.**

We have tentatively scheduled site reconnaissance for September 1, 2020. We will discuss our initial observations with you at the site, and our follow-up review approximately 2 weeks after the site reconnaissance. If requested, the memorandum will be prepared approximately 3 weeks after the follow-up review.



Terms and Authorization

The scope of work outlined above will be billed in accordance with the attached Rate Schedule. In house laboratory services and field equipment rental and supplies will be billed in accordance with our Schedule of Laboratory and Field Charges (available upon request). Our services will be performed in accordance with the standard of care of our profession. The attached Terms and Conditions and Rate Schedule, and any other exhibits or attachments referenced herein are incorporated into our agreement with you, and, by your authorization to proceed, you are agreeing to these Terms and Conditions.

The cost estimate in this proposal is based on representative hourly rates for various categories of personnel and expected project expenses. Invoices will reflect actual charges based on the current Rate Schedule and Schedule of Laboratory and Field Charges, and may differ from the cost estimate in this proposal. Unless other arrangements have been made, charges will be based on the latest Rate Schedule and Schedule of Laboratory and Field Charges. The Rate Schedule and Schedule of Laboratory and Field Charges are subject to change without notice, and new schedules are issued when dictated by inflationary changes.



Upper Naselle Road Slide
August 21, 2020

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Please acknowledge your acceptance of this work by having this letter agreement properly signed and returning a signed copy to us. Any changes to our agreement must be in writing and mutually agreed to. We intend to use the attached example Contract Change form to effectively implement and document any changes. We suggest that any future work performed for you be completed as an amendment to this contract.

We appreciate this opportunity to submit our proposal and look forward to your favorable consideration. If we may provide any additional information or clarification of this proposal, please call us.

Sincerely,

HART CROWSER, INC.

DANIEL J. TRISLER, PE
Principal, Geotechnical Engineer

Attachments:

Summary of Hours and Expenses
Terms and Conditions (HCT&C (November 2019)) with Exhibit A
Rate Schedule (HC2019)
Contract Change Form Example

ACCEPTED FOR PACIFIC COUNTY DEPARTMENT OF PUBLIC WORKS BY:

Signature

Date

Name/Title - Please Print

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Summary of Hours and Expenses

Task Description

300 West 15th Street
Vancouver, Washington 98660
Tel. 360.448.4189

6420 Macadam Ave. #100
Portland, Oregon 97239
Tel. 503.620.7284

TERMS AND CONDITIONS

1. SERVICES TO BE PROVIDED AND STANDARD OF CARE. HART CROWSER, INC. (hereinafter "HART CROWSER"), agrees to provide CLIENT (as identified in attached Proposal), for its sole benefit and exclusive use, consulting services set forth in the Proposal. HART CROWSER's offer to perform shall terminate if not accepted within one hundred twenty (120) days of the date of the Proposal. HART CROWSER's services shall be performed in accordance with the standard of care of its profession, which means generally accepted professional practices, in the same or similar localities, related to the nature of the work accomplished, at the time the services are performed. **HART CROWSER MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING ITS SERVICES**, including, but not limited to, the implied warranties of merchantability and/or fitness for a particular purpose. Both parties agree that no third-party beneficiaries are intended by this AGREEMENT, which is defined to include these Terms and Conditions, the attached Proposal, and attachments referenced in the Proposal.

2. PAYMENT. HART CROWSER will submit invoices to CLIENT for the preceding month's services, and a final bill upon completion of services rendered according to the AGREEMENT. Invoices will be in a format consistent with the attached example marked Exhibit A. Payment is due within thirty (30) days of the invoice date, unless CLIENT notifies HART CROWSER in writing, within ten (10) days of the invoice date, of any dispute with the invoice. CLIENT and HART CROWSER will in good faith attempt to promptly resolve any disputed invoice amounts. All undisputed invoice amounts will be considered delinquent if not received by HART CROWSER within thirty (30) days after the invoice date. Any action, claim, lien, or legal disputes arising from such delinquent amounts and initiated by HART CROWSER are not subject to the requirements set forth in Paragraph 14 of this AGREEMENT. Interest will be added to delinquent amounts at the rate of one and one-half percent (1.5%) per month of the total arrearage, or the maximum rate allowed by law. Payments received for delinquent amounts will be applied first against interest and then against principal. HART CROWSER may suspend or terminate services under this AGREEMENT for CLIENT's failure to make timely payments after tendering seven (7) days written notice to CLIENT, and all reasonable demobilization and other suspension costs will be paid by CLIENT. Failure to make payment within the time limits set forth in this paragraph is a material breach and excuses HART CROWSER from any performance under this AGREEMENT. CLIENT shall pay HART CROWSER for all time spent and all costs, expenses, and fees incurred (including attorney fees) in connection with perfecting liens or collecting any delinquent amount(s).

3. RIGHT OF ENTRY, PROPERTY RESPONSIBILITY, AND HAZARDOUS SUBSTANCES OR CONDITIONS. CLIENT shall provide HART CROWSER legal access to and/or obtain permission for HART CROWSER to enter upon all property, whether or not owned by CLIENT, as required by HART CROWSER to perform and complete its services. CLIENT warrants that, prior to HART CROWSER beginning the work, it shall provide HART CROWSER with all information known or which should reasonably be known by CLIENT concerning the past or present use of the property, including the nature and existence of any hazardous substances, or hazardous or ultrahazardous conditions on, in, under, adjacent to, or near the property. HART CROWSER has responsibility for its own activities on the property including the safety of its employees; it does not assume control of, nor responsibility for, the property, the person in charge of the property, nor the safety or control of persons not in HART CROWSER's employ. CLIENT agrees that HART CROWSER has no responsibility as a handler, generator, operator, treater, storer, transporter, disposer, or arranger of the transportation and/or disposal of hazardous substances found or identified at the project property. CLIENT further agrees that it shall be responsible for arranging for the transportation and/or disposal of hazardous substances found or identified at the project property.

4. LIMITATION OF LIABILITY. CLIENT expressly agrees that to the fullest extent permitted by law, HART CROWSER's maximum liability to CLIENT for any and all claims by CLIENT and any other person or entity, arising from HART CROWSER's professional acts, errors, or omissions, shall be the amount of HART CROWSER's fee for professional services or \$50,000, whichever is greater. The foregoing limit is in the aggregate for any and all claims asserted against HART CROWSER. In the event CLIENT desires a higher limitation of liability, HART CROWSER may increase this limit for a higher fee commensurate with the increased risk to HART CROWSER, and this paragraph will be amended by separate written agreement. As used in this paragraph, the term "liability" means liability of any kind, whether in contract (including breach of warranty), in tort (including negligence), in strict liability, or otherwise, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to HART CROWSER's services or the services of HART CROWSER's subcontractors, consultants, agents, officers, directors, and employees from any cause(s). HART CROWSER shall not be liable for any claims of loss of profits or any other indirect, incidental, or consequential damages of any nature whatsoever. Further, no officer, director, shareholder or employee of Hart Crowser shall bear any personal liability to CLIENT for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by Hart Crowser on this project.

CLIENT AND HART CROWSER AGREE THAT PARAGRAPHS 4, 5, AND 13 OF THESE TERMS AND CONDITIONS WERE MUTUALLY NEGOTIATED AND THAT BUT FOR THE INCLUSION OF PARAGRAPHS 4, 5, AND 13 HART CROWSER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT OR HART CROWSER'S COMPENSATION UNDER THIS AGREEMENT WOULD BE HIGHER.

5. INDEMNIFICATION. CLIENT shall indemnify, defend, and hold harmless HART CROWSER and its subcontractors, consultants, agents, officers, directors, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees and court costs arising out of or in any way related to the services or work of HART CROWSER, HART CROWSER's presence on the project property, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; **provided that** such indemnification shall not apply to such claims, damages, losses, or expenses that arise out of bodily injury to persons or damage to property to the extent they are caused by HART CROWSER's sole negligence or willful misconduct; and **provided further** that CLIENT shall indemnify HART CROWSER against liability for damages, losses, or expenses arising out of bodily injury to persons or damage to property, and caused by or resulting from the concurrent negligence of (a) CLIENT, its subcontractors, consultants, agents, or employees and (b) HART CROWSER, its subcontractors, consultants, agents, or employees, only to the extent of CLIENT's negligence or the negligence of CLIENT's subcontractors, consultants, agents, or employees. To the fullest extent permitted by law, such indemnification shall apply regardless of the breach of contract, negligence, or strict liability of HART CROWSER.

6. DISPOSAL OF SAMPLES, MATERIALS, OR EQUIPMENT, AND WELL ABANDONMENT. Any non-hazardous samples will be discarded ninety (90) days after sampling unless different arrangements are agreed to in writing. Samples, materials, or equipment containing hazardous substances that are regulated under federal, state, or local environmental laws shall be returned to CLIENT at CLIENT's expense. Alternatively, CLIENT may request in writing, pay, arrange, and assume responsibility for the contaminated samples, materials, or equipment to be transported to a disposal site in compliance with all applicable laws; HART CROWSER will act as a bailee and will not be arranging for the transportation or disposal of the contaminated samples, materials, or equipment. Any wells installed as part of HART CROWSER's work may later need to be properly abandoned and recorded in accordance with applicable law. Unless expressly provided for in the Proposal, proper well abandonment and recording, and associated costs, are not included in this AGREEMENT.

7. UNFORESEEN OCCURRENCES, SUBSURFACE RISKS, AND SITE DAMAGE. If any unforeseen conditions or occurrences are encountered which, in HART CROWSER's judgment, significantly affect or may affect the recommended scope of work, HART CROWSER will notify CLIENT. After such notification, HART CROWSER will complete the original scope of work, if appropriate, or agree with CLIENT to modify the AGREEMENT, or terminate the AGREEMENT pursuant to Paragraph 10 if the parties are unable to reach agreement. CLIENT recognizes that special risks occur and "guarantees" cannot be expected whenever professional consulting services are applied to determine the composition or makeup of a site's subsurface, or the existence or non-existence of particular man-made or natural subsurface conditions, features, or substances, including but not limited to hazardous substances. CLIENT has the duty to disclose to HART CROWSER any such known or suspected conditions, substances, or features in writing or by notation on plans or drawings provided by CLIENT. Even with adequate disclosure by CLIENT, HART CROWSER can only minimize these risks by applying the standard of care of its profession, and CLIENT agrees to accept this level of risk. When HART CROWSER is providing field

services, CLIENT recognizes that the use of exploration and test equipment may unavoidably damage or alter the project property surface or subsurface, and CLIENT agrees to assume responsibility for such unavoidable damages or alterations. Finally, CLIENT agrees to assume responsibility for personal and property damages caused by HART CROWSER's interference with subterranean structures, including but not limited to pipes, tanks, utility lines, passageways, tunnels, openings, or other such conditions, substances, or features that are not called to HART CROWSER's attention in writing or correctly shown on plans or drawings provided by CLIENT.

8. REPORTS, RECOMMENDATIONS, OWNERSHIP OF DOCUMENTS, AND ELECTRONIC DATA. Reports, recommendations, electronic data, and other materials resulting from HART CROWSER's efforts are intended solely for the CLIENT, for the purposes of this AGREEMENT; any reuse by CLIENT or others for purposes outside of this AGREEMENT, or any failure to follow HART CROWSER's recommendations without HART CROWSER's written permission, shall be at the user's sole risk. CLIENT shall furnish such reports, data, studies, plans, specifications, documents, and other information deemed necessary by HART CROWSER for proper performance of its services. HART CROWSER may rely upon CLIENT-provided documents in performing the services required under this AGREEMENT; however, HART CROWSER assumes no responsibility or liability for their accuracy. CLIENT-provided documents will remain property of CLIENT. After use by HART CROWSER, CLIENT-provided documents will be kept or disposed of at HART CROWSER's sole discretion, unless return to the CLIENT has been previously agreed to by HART CROWSER. All proposals, reports, field notes, calculations, estimates, electronic data, and other documents that are prepared as instruments of service, shall remain HART CROWSER's property, and HART CROWSER shall retain copyrights to these materials. All proposals, reports, field notes, calculations, estimates, electronic data, and other documents prepared by HART CROWSER are not Works Made for Hire as defined under the 1976 Copyright Act. HART CROWSER will retain all pertinent records relating to services performed in accordance with HART CROWSER's normal records retention policy (copy available upon request) unless HART CROWSER agrees to other arrangements. At CLIENT's expense and at CLIENT's request, CLIENT may obtain copies of records retained by HART CROWSER. If CLIENT requests and HART CROWSER agrees to provide any information in electronic format, use of all such information shall be at CLIENT's sole risk. Because of the possibility that electronic information and data delivered in machine readable form may be altered, inadvertently or otherwise, HART CROWSER reserves the right to retain the original tapes and disks. HART CROWSER also reserves the right to retain hard copy originals of all project documentation delivered to the CLIENT in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two. **HART CROWSER MAKES NO WARRANTIES REGARDING REPORTS, DOCUMENTS, OR ELECTRONIC DATA, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE.**

9. FORCE MAJEURE. It shall be deemed that neither party to this AGREEMENT will be in default under the terms of this AGREEMENT if performance of services is suspended or is prevented or prohibited by law; by inability to obtain permits or licenses; by scarcity or inability to obtain equipment, material, power, fuel, data, or information from parties not under the express control of HART CROWSER; by strike, lockout, or industrial disturbance; by failure of carriers to transport or furnish facilities for transportation; by operation of force majeure (including, without limitation, fire, lightning, earthquake, storm, eruption, flood, washout, cave-in, slides), breakage, or accident to machinery or facilities; or by any cause or action of third parties beyond HART CROWSER's control; provided, however, that HART CROWSER shall exercise reasonable diligence to resume services.

10. TERMINATION. This AGREEMENT may be terminated by either party upon receipt of written notice for (1) convenience, or (2) for substantial or material failure to perform in accordance with terms hereof through no fault of the terminating party. Except for termination arising out of delinquency in payment for HART CROWSER's services, such termination shall not be effective unless: (i) no less than seven (7) calendar days notice of intent to terminate has been provided; (ii) the notice specifies "for convenience" or the nature of the substantial or material failure; and (iii) the notified party has had an opportunity to consult with the terminating party to discuss the termination "for convenience" or cure the substantial failure before expiration of the period specified in the written notice, which shall not be less than seven (7) calendar days. In the event of termination, HART CROWSER shall be paid for services performed up to the termination date, and reasonable termination expenses, including all direct costs and all expenses incurred or committed to that cannot be canceled without penalty. If CLIENT terminates for convenience, a termination charge of five percent (5%) of HART CROWSER's total fee earned to date or \$500, whichever is greater, will be immediately due and payable, in addition to the above costs.

11. CERTIFICATION. HART CROWSER shall not be required to execute any certification with regard to work or services performed, tested, or observed under this AGREEMENT unless: i) HART CROWSER believes that sufficient work has been performed by HART CROWSER to provide an adequate basis to issue the certification; ii) HART CROWSER believes that the work performed, tested, or observed meets the criteria of the certification; and iii) the form of such certification has been approved by HART CROWSER, in writing, prior to execution of this AGREEMENT. Unless expressly provided for otherwise in writing by HART CROWSER, a certification fee of \$1,500 will be due and payable for the first certification HART CROWSER has agreed to perform on this project and \$750 for each additional certification.

12. SEVERABILITY AND SURVIVAL. Any element of this AGREEMENT later held to violate a law shall be deemed void, and all remaining provisions shall continue in force. All Terms and Conditions of this AGREEMENT allocating liability between CLIENT and HART CROWSER, including in particular Paragraphs 4 and 5, shall survive the completion of the services and the termination of this AGREEMENT.

13. INTERPRETATIONS AND TIME BAR TO LEGAL ACTION. Interpretations and enforcement of this AGREEMENT shall be governed by the laws of the State of Washington. All legal actions of any kind by either party against the other related to this AGREEMENT (except actions for non-payment), shall be barred after one (1) year has passed from the time the claimant knew or should have known of its claim, and under no circumstances shall be initiated after two (2) years have passed from the date by which HART CROWSER completes its services.

14. DISPUTES RESOLUTION. Except as provided in the provisions for Payment, Paragraph 2, in the event of any dispute, claim, cause of action, or other disagreement arising from or relating to this AGREEMENT, the parties shall in good faith use their best efforts to settle such dispute, claim, cause of action, question, or disagreement. If they do not reach a settlement within sixty (60) days, the parties agree to submit the dispute to mediation before resorting to litigation. If a dispute at law arises related to the services provided under this AGREEMENT, and such dispute cannot be resolved by negotiation or mediation: (i) CLIENT assents to personal jurisdiction in the State of Washington; (ii) the claim will be brought and tried in either the federal or state jurisdiction in the county where HART CROWSER's principal place of business is located, and CLIENT waives the right to transfer the action to any other county or judicial jurisdiction; and (iii) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney fees, and other claim-related expenses.

15. PRECEDENCE AND ENTIRE AGREEMENT. These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions, oral or written, contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding HART CROWSER's services. CLIENT and HART CROWSER agree that all provisions of these Terms and Conditions were mutually negotiated and agreed upon, and that this AGREEMENT represents the entire AGREEMENT between the parties. No modification or alteration of any provision of this AGREEMENT shall be binding upon either CLIENT or HART CROWSER, unless such modification or alteration is mutually agreed to, is in writing, and is signed by the party against whom such modification or alteration is sought to be enforced.

16. MISCELLANEOUS PROVISIONS. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Performance of this AGREEMENT may not be assigned by either party without the express written consent of the other, and CLIENT shall not assign any of its legal remedies or courses of action arising from or relating to HART CROWSER's performance of or breach of this AGREEMENT without the express written consent of HART CROWSER. No waiver of any right or remedy in respect of any occurrence shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion. CLIENT and HART CROWSER acknowledge that they have had the opportunity to have this AGREEMENT and all matters related thereto, reviewed by their legal counsel.

PAGE NO: XX
INVOICE NO: XXXXXX
DATE: XX/XX/XXXX
PROJECT: XXXXXXXX



Hart Crowser, Inc.
3131 Elliott Avenue, Suite 600
Seattle, Washington 98121
EIN 91-0918895
Tel 206.324.9530

Edmonds • Portland • Seattle

Client Name
Client Address Line 1
Client Address Line 2
Client Address Line 3
Client Address Line 4

ATTENTION: Client Contact

Project Description Line 1
Project Description Line 2
Project Description Line 3
Project Description Line 4

REF. NO: Client P.O. No.

PROFESSIONAL SERVICES - XX/XX/XXXX through XX/XX/XXXX

DIRECT LABOR

XXX,XXX.XX

DIRECT EXPENSES

XXX,XXX.XX

AMOUNT DUE THIS INVOICE

X,XXX,XXX.XX

Total Authorized \$ X,XXX,XXX.XX
Invoiced to Date \$ X,XXX,XXX.XX
Balance Remaining \$ X,XXX,XXX.XX

RATE SCHEDULE INVOICE

Exhibit A
Sheet 1 of 2

TERMS: Payment due upon receipt. A service charge of 1-1/2% (18% per annum) will be made on all unpaid invoices 30 (or more) days after the date of this invoice. All costs and expenses incurred by us in connection with the collection of overdue amounts (including without limitation collection charges and attorney's fees) shall be immediately due and payable to us by the client. **Please pay from this invoice.**

PAGE NO: XX
 INVOICE NO: XXXXXX
 DATE: XX/XX/XXXX
 PROJECT: XXXXXXXX



Hart Crowser, Inc.
 3131 Elliott Avenue, Suite 600
 Seattle, Washington 98121
 EIN 91-0918895
 Tel 206.324.9530

Edmonds • Portland • Seattle

LABOR & EXPENSE DETAIL

DIRECT LABOR	HOURS	RATE	AMOUNT
Senior Staff			
HCI Employee	XXX.XX	XX.XXXX	XX,XXX.XX
HCI Employee	XXX.XX	XX.XXXX	XX,XXX.XX
Project			
HCI Employee	XXX.XX	XX.XXXX	XX,XXX.XX
Clerical			
HCI Employee	XXX.XX	XX.XXXX	XX,XXX.XX
Proj. Assistant/Technical Word Proc.			
HCI Employee	XXX.XX	XX.XXXX	XX,XXX.XX
Project Drafter			
HCI Employee	XXX.XX	XX.XXXX	XX,XXX.XX
	XXX.XX		XX,XXX.XX
DIRECT EXPENSES	COST/QTY	RATE	AMOUNT
HCI Unit Pricing Reimbursable			
In-House Reprographics			
DOC ID XX/XX/XX	XX.XX copy(s)		
I/H Repro 8 1/2 x 11 (14)			
DOC ID XX/XX/XX	XX.XX copy(s)		
I/H Repro 8 1/2 x 11 (14)			
***	XX.XX	XX.XXXX	XX,XXX.XX
Computer Charges/Word Pr.			
DOC ID XX/XX/XX	XX.XX hour(s)		
Word Processing Comp Rental	XX.XX	XX.XXXX	XX,XXX.XX
Personal Mileage Reimbur			
DOC ID XX/XX/XX	XX.XX mile(s)		
Mileage - Personal Vehicle	XX.XX	.XXXX	XX,XXX.XX
			XXX,XXX.XX
** TOTAL PROJECT			XXX,XXX.XX

Exhibit A
Sheet 2 of 2

O:\HC Documents\Exhibit A - Rate.doc

TERMS: Payment due upon receipt. A service charge of 1-1/2% (18% per annum) will be made on all unpaid invoices 30 (or more) days after the date of this invoice. All costs and expenses incurred by us in connection with the collection of overdue amounts (including without limitation collection charges and attorney's fees) shall be immediately due and payable to us by the client. **Please pay from this invoice.**

HART CROWSER RATE SCHEDULE

Staff	\$110
Sr. Staff	\$140
Project	\$160
Sr. Project	\$185
Numeric Modeler	\$190
Associate	\$205
Sr. Associate	\$225
Principal	\$250
Sr. Principal	\$280
Drafter	\$120
Project Assistant	\$100
Technician	\$95

DIRECT CHARGES

Auto Mileage	Current Federal Standard
Truck/Van Rental	\$95/day + 25¢/mile over 50
Rideshare Services	Cost + 15%
Subcontractors and Outside Vendors	Cost + 15%
Second and Third Shift, Weekend and Holidays*	\$40/hr. premium

The current Schedule of Laboratory and Field Charges for in-house laboratory services and field equipment rental and supplies is available upon request. All rates are subject to change without notice.

*Second and Third Shifts are those starting between 4 PM and 4 AM. Extended and back to back shifts with more than 10 total hours will have hours in excess of 10 billed with premium.

Field visit 4-hour minimum.

Night shift 8-hour minimum. Cancellation of scheduled night shift within 24 hours will charge full 8 hours.

Preparation for testimony and appearance at depositions and testimony will be charged at 1.5 times the specified rate.

CONTRACT CHANGE

CHANGE NO. _____ Date: _____

CLIENT _____

JOB NO. _____

PROJECT _____

Description of Work	
Task 1	
Total Costs	\$XX,XXX

This change amends contract between _____ and Hart Crowser dated _____ under Hart Crowser job number _____. Except as amended above, all terms and conditions apply to this Contract Change. To indicate your acceptance, please return one signed copy.

ACCEPTED FOR**CLIENT** By: _____ Date: _____

Printed Name: _____

HART CROWSER, INC. By: _____ Date: _____

Printed Name: _____

Document1