

CLIENT MASTER SERVICES AGREEMENT
SLC24C170298

This Agreement is made effective as of: April 11, 2024

Between **Greater Salt Lake Municipal Services District** with offices at **2001 South State Street**
Suite N3-600 Salt Lake City, Utah 84190 (Client)

And **Kleinfelder, Inc.** with offices at **849 W Levoy Drive Suite 200 Taylorsville, Utah 84123**
(Kleinfelder or Consultant).

Recitals

- A. Client wishes to appoint Kleinfelder to provide certain services (the **Services**, as defined below) required by Client for one or more work assignments on a Work Order basis and on the terms and conditions contained in this Agreement.
- B. Kleinfelder has agreed to perform the Services on the terms and conditions contained in this Agreement.

Now it is agreed as follows:

1. CONTENTS OF AGREEMENT

- 1.1 The parties agree that the documents listed in 1.1(a) through (d) constitute the "**Contract Documents**" of this Agreement. To establish obligations and resolve ambiguities in the Contract Documents, the following order of precedence will prevail:
 - (a) first, amendments and Change Orders issued in accordance with this Agreement;
 - (b) second, approved Work Orders (Appendix A, as defined below);
 - (c) third, Kleinfelder's Proposals as may be subsequently issued and referenced, approved by Client and attached or incorporated into Work Orders; and
 - (d) fourth, this Agreement.
- 1.2 Any pre-printed terms and conditions on forms used by either party in the administration of this Agreement are void and do not supplement or replace the terms and conditions of the Contract Documents of this Agreement.

2. APPOINTMENT AND SCOPE OF SERVICES

- 2.1 This Agreement anticipates the execution of various written work orders for expert engineering consulting services, including review of geologic reports submitted to Client for conformance with the applicable geologic hazard ordinance and the industry standard of care; preparing review letters summarizing the evaluation of the reports regarding conformance to the applicable geographic hazard ordinance, providing recommendations for additional

clarification/information (if needed); and participation in and/or attendance of various meetings/discussions with Client personnel, as needed; (in the form of Appendix A - each a **Work Assignment**), which the parties agree will specify the scope of Services to be performed (**Services** - collectively, the Work Assignments are the **Project**), the location of Client's Work Assignment for providing the Services (**Site**), the time period for performance, and the agreed fees and additional provisions, if any, applicable to such Services (**Work Orders**).

2.2 **By executing this Agreement, Client does not guarantee any future work, nor does Kleinfelder commit to performing any specific future Work Order.**

2.3 The total compensation for the Project, including costs, shall not exceed \$100,000.00.

NO WORK GUARANTY

Consultant understands, acknowledges and agrees that Client may use its own staff to provide Services identified in this Agreement and that Client may enter into other third party contracts for the provision of Services identified in this Agreement. As a consequence, there is no guarantee or assurance that Consultant will be called upon to perform services, or the number of times or frequency that Consultant may be asked to perform Services, and work assignments may be distributed among Consultant and other consultants, if there is more than one third party consultant contract, based on expertise, availability, geography, cost, or any other factor as determined by Client.

3. STANDARD OF CARE

- 3.1 Kleinfelder will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the Services are provided.
- 3.2 Kleinfelder makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided pursuant to this Agreement.
- 3.3 Kleinfelder will not be responsible for constant or exhaustive inspection of the work, for the means, methods, techniques sequences or procedures of construction, or for the safety procedures employed by any party other than its own employees, subconsultants and subcontractors.
- 3.4 No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including but not limited to mold).
- 3.5 Even with diligent observation, some defects, deficiencies, or omissions may occur. Before exercising any other remedy for any alleged breach by Kleinfelder of this Agreement, Client will direct Kleinfelder in writing to re-perform any defective Services, at no additional cost to Client, within twelve (12) months after completion of the Services.

3.6 Kleinfelder will only sign certifications relating to the Services if Kleinfelder agreed in writing prior to the commencement of the Services to provide such certifications. Such certifications are statements of professional opinion only.

3.7 **E-VERIFY**

Consultant covenants, represents and warrants to Client that Consultant is and at all times during the performance of Services will be in full compliance with the requirements of Utah Code Ann. § 63G-12-302(3) (including amendments and substitutions to the law) relative to the verification of the work eligibility status of employees and, in particular, that Consultant is registered and participates in a Status Verification system as required by law, and will require the same of any subcontractor who may assist Consultant in performing Services under this Agreement.

4. KLEINFELDER'S RESPONSIBILITIES

4.1 Kleinfelder will perform the Services as an independent contractor and not as an agent or employee of Client. Nothing in this Agreement creates any special relationship or fiduciary duty.

4.2 Kleinfelder will, as reasonably directed by Client or its authorized agent:

- (a) provide qualified staff to perform the Services;
- (b) maintain records of Work Assignment activities and costs for no more than three years from its completion of the Services;
- (c) coordinate to the extent reasonably possible with Client's employees, contractors, consultants so as not to impede the progress of the Work Assignment; and
- (d) require its personnel to maintain a safe, clean and orderly work environment.

5. TERM AND TERMINATION

5.1 This Agreement will commence on the date of its execution, except as to any Services authorized by Client and performed by Kleinfelder beforehand, and will continue in effect for three years with an option to extend for an additional two years by mutual written agreement of the parties. Kleinfelder's current effective fee schedule is stated in attached Exhibit A which is incorporated herein by reference. Kleinfelder agrees to maintain negotiated fees for a period of two years, after which a mutually agreeable fee schedule may be approved after negotiation by both parties during a period of 30 days before or after the applicable annual anniversary of the effective date.

5.2 Either party may terminate this Agreement or any Work Order at any time by providing not less than ten (10) days' written notice to the other party.

5.3 Notwithstanding the termination or expiration of this Agreement, the terms of this Agreement will survive and continue to apply to all Work Orders signed by both parties prior to the Agreement's effective termination or expiry date, and until all of the rights and obligations of both parties have been fulfilled.

5.4 Within thirty (30) days after termination Client will pay Kleinfelder on demand for all Services rendered and costs reasonably incurred through to the date of any termination and for all reasonable costs and expenses incurred by Kleinfelder in effecting the termination, including,

without limitation, non-cancellable commitments, fixed cost components and other demobilization costs, provided that the termination was not due to any breach by Kleinfelder.

6. COMPENSATION

- 6.1 In consideration for undertaking the Services, the Client shall pay to Kleinfelder the sum specified in each Work Order with payments to be made in accordance with the terms of each Work Order and the payment provisions of this Agreement provided, however, that the total amount paid to Kleinfelder under this Agreement shall not, under any circumstance, exceed \$100,000.00, including any extension term, as provided in clause 2.3 above.
- 6.2 Client agrees to provide any special invoicing requirements to Kleinfelder in advance of signing this Agreement, to which additional charges may apply.
- 6.3 The proposed fees set forth in this Agreement shall be open for acceptance for ninety (90) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of Services. Subject to clause 5.1 above, the hourly rates charged for Kleinfelder's Services may be adjusted annually in April of each year to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by Kleinfelder and consistent with Kleinfelder's overall compensation practices and procedures. Kleinfelder reserves the right to periodically adjust its fee schedule, subject to Client's prior written approval.
- 6.4 Kleinfelder will generally submit its invoices to Client on a monthly basis. Client must pay all unchallenged invoices within thirty (30) days from the date of invoice, with interest at the rate of one and one-half percent (1 1/2 %) per month payable on all outstanding payments. Interest on all outstanding payments will be charged from the initial date of invoice.
- 6.5 Kleinfelder may suspend performance of Services under this Agreement until it has been paid in full for all outstanding payments, including applicable interest charges.
- 6.6 Either Party will be entitled to recover from the other Party, on demand, all expenses incurred (including all legal costs and expenses) in enforcing this Agreement or successfully defending against a claim brought by the other Party.
- 6.7 All pre-authorized out of Salt Lake County travel will be invoiced at cost and reimbursed by Client. All travel required under this Agreement is subject to the terms, conditions and applicable rates set forth in the U.S. Federal Travel Regulations.

7. INSURANCE

- 7.1 Kleinfelder, at Kleinfelder's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A-: Workers' Compensation Coverage: Kleinfelder shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for employees. In addition, Kleinfelder shall require each subcontractor to similarly maintain Workers' Compensation

Insurance and Employer's Liability Insurance in accordance with the laws of the State of Utah for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the Client at least thirty (30) days prior to such change.

7.2 General Liability Coverage: Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and a two million (\$2,000,000) annual aggregate limit. The policy shall protect Client, Consultant, and any subcontractor from claims for damages for personal injury and from claims for property damage that may arise from Consultant's operations under this Agreement.

8. CHANGES TO SCOPE OF SERVICES

8.1 Client or Kleinfelder may request to modify the scope of Services as set out in any Work Order, whereon both parties agree to negotiate in good faith and execute a written Change Order. A **Change Order** is an amendment to this Agreement or to a Work Order that modifies the Services and specifies the following:

- (a) a change in the terms and conditions or Services;
- (b) an adjustment in the schedule for performance; and
- (c) the amount of adjustment in Kleinfelder's compensation.

8.2 Kleinfelder will treat as a Change Order any written or oral Client order (including directions, instructions, interpretations, or determinations) which request changes in the Services. Kleinfelder will give Client written notice within a reasonable time of any resulting adjustment in the schedule and compensation.

8.3 If Client and Kleinfelder cannot agree upon an equitable adjustment in the schedule and compensation, and Kleinfelder does not sign the Change Order, the disagreement shall be treated as a Dispute under clause 18.

9. FORCE MAJEURE

9.1 Kleinfelder will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, delays resulting from actions or inactions of Client or third parties, Site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.

9.2 Should any of the preceding circumstances occur, then the date for completion or any other milestone date shall be adjusted for the delay in accordance with clause 8, provided Kleinfelder reports the delay to Client within a reasonable time after discovery.

10. INSTRUMENTS OF SERVICE

- 10.1 All data, reports, drawings, plans, or other documents (or copies) provided to Kleinfelder by Client for the purposes of this Agreement will, at Client's written request, be returned upon completion of the Services and payment in full for all Services rendered. Client agrees that Kleinfelder may retain one copy of all such documents.
- 10.2 Client agrees:
 - (a) all reports, drawings, plans, documents, software, source code, object code, boring logs, field data, field notes, calculations, estimates, laboratory test data and other similar data, documents and work products (or copies thereof) in any form prepared by Kleinfelder pursuant to this Agreement are instruments of service (**Instruments of Service**), not products;
 - (b) Kleinfelder will retain exclusive ownership, copyright and title to all Instruments of Service, and Client has no rights to incomplete or partial data;
 - (c) all opinions, certifications, communications (oral or written) or Instruments of Service furnished to Client are intended for the benefit of Client for the specific purposes stated herein and therein, are not intended to inform, guide, or otherwise influence any entities or persons other than Client in relation to the Work Assignment, and are not intended or represented to be suited for reuse by Client or others, and;
 - (d) reuse without the specific prior written consent of Kleinfelder will be at the user's sole risk and without Kleinfelder liability, and Client agrees (i) to remove Kleinfelder's and Kleinfelder's consultants' names and seals therefrom, and (ii) to defend, indemnify and hold harmless Kleinfelder and Kleinfelder's contractors, consultants, affiliates, directors and employees from and against all losses, damages and liabilities (including all reasonable legal expenses) in connection with the unauthorized use.
- 10.3 Any requests by third parties for reliance upon any communication (oral or written), certification, report, opinion, or Instrument of Service provided by Kleinfelder pursuant to this Agreement will be subject to approval at Kleinfelder's sole discretion and to additional fees, terms and conditions.

11. CLIENT'S RESPONSIBILITIES

- 11.1 Client agrees to provide and discuss with Kleinfelder, on an ongoing basis as requested by Kleinfelder, all available material, data, and information pertaining to the Services in Client's possession, including, without limitation, (i) the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any Site, (ii) any known hazards that may be present, (iii) the nature and location, to the extent known, of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of the Site's past and present compliance status, (v) the status of any filed or pending judicial or administrative action concerning the Site or Work Assignment, and (vi) Client records (in electronic format where possible) for such data as benchmarks, plans, maps, and property ownership. Notwithstanding the foregoing, or anything to the contrary in this Agreement, Client shall not be obligated to create or obtain a record or document that is not otherwise in Client's possession.

- 11.2 Client will ensure the cooperation of Client's employees, contractors and consultants with Kleinfelder.
- 11.3 Client acknowledges and agrees that Kleinfelder is entitled to rely upon the accuracy and completeness of any information provided by Client, its employees, contractors and consultants.
- 11.4 Client will provide reasonable assistance to obtain data and records concerning the Site or Work Assignment in the possession, custody or control of third parties.

12. ALLOCATION OF RISK AND INDEMNITIES

- 12.1 Subject to the limitation of liability provisions of this Agreement, Kleinfelder shall indemnify Client, including all officers, employees and consultants of Client (**Client Indemnified Parties**) against any and all liabilities, losses or damages caused by the negligence or other fault of Kleinfelder and/or its employees, agents, representatives, subcontractors, and any other party for whom Kleinfelder is legally responsible (**Kleinfelder Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of the Kleinfelder Parties when compared to the negligence or other fault of all other persons and entities. This clause 12.1 is not intended to and will not in any way be limited by any insurance coverage available to Client under any Kleinfelder insurance policy.
- 12.2 Client shall indemnify Kleinfelder against all liabilities, losses or damages caused by the negligence or other fault of Client and/or its employees, agents, representatives, subcontractors, and all other parties for whom Client is legally responsible (**Client Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of Client Parties when compared to the negligence or other fault of all other applicable persons and entities. This clause 12.2 is not intended to and will not in any way be limited by any insurance coverage available to Kleinfelder under any Client insurance policy.
- 12.3 Subject to any applicable statutory limitations, the indemnity obligations in this clause 12 shall survive the expiration or termination of this Agreement.

13. LIMITATION OF LIABILITY/GOVERNMENTAL IMMUNITY ACT

- 13.1 The maximum aggregate liability of Kleinfelder arising out of or related to this Agreement and all Work Orders and amendments thereto, whether based in contract or tort or otherwise in law or equity, will be limited to the greater of the compensation actually paid to Kleinfelder for the Services under all Work Orders or \$500,000, and Client hereby releases Kleinfelder from any liability to Client above such amount. This limitation of liability includes any losses payable to Client under clause 12.1 and will apply to any and all claims.
- 13.2 This limitation of liability has been agreed to after Client and Kleinfelder discussed the risks and rewards associated with the Work Assignment and the Services as well as the provision of the Services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and agree, by way of a written Change Order in accordance with clause 8 herein, to increase the amount of this liability limitation or eliminate it in exchange for payment of increased compensation to Kleinfelder.

13.3 As used in this clause 13, "Kleinfelder" includes Kleinfelder, its affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this clause 13 shall survive the expiration or termination of this Agreement.

13.4 Consultant understands and acknowledges that Client is a political subdivision of the state of Utah and, as such, Client and its employees is/are entitled to any and all immunity from suit, limitations on judgements, protections and defenses afforded by the Governmental Immunity Act of Utah, Title 63G, Chapter 7 of the Utah Code. Nothing stated in this Agreement or elsewhere is intended, nor shall it be interpreted or construed, to release, alter, waive, or minimize any immunity, limitation, protection or benefit afforded to Client and/or its employees by the Governmental Immunity Act of Utah.

14. WAIVER OF CONSEQUENTIAL DAMAGES

14.1 Neither party will be liable to the other party for any special, incidental, indirect, exemplary, punitive, penal or consequential damages however arising incurred by either Kleinfelder or Client or for which either may be liable to a third party.

15. NO CONTROL OF MEANS AND METHODS OF OTHERS

15.1 Client agrees:

- (a) Kleinfelder will have no control over or charge of or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of Client's employees, or contractors or consultants engaged by Client in connection with the Project;
- (b) Kleinfelder's performance of the Services does not include any job site safety obligations which may be required by or in connection with the Work Assignment or the Services or any applicable code or regulation, other than strictly in respect of its own employees; and
- (c) Kleinfelder will not have control over or charge of the acts or omissions of any contractor retained by Client or such contractors' agents, employees or subcontractors.

16. SITE ACCESS

16.1 Client agrees to:

- (a) provide unimpeded and timely access to the Site, including any third party sites, if required;
- (b) provide an adequate area for Kleinfelder's Site office facilities, equipment storage, and parking, if applicable;
- (c) furnish all construction utilities and utility releases necessary for the performance of the Services; and

(d) obtain all permits, licenses (excluding Kleinfelder's professional licenses) or authorizations necessary for the performance of the Services.

17. WARRANTY OF TITLE, WASTE OWNERSHIP

17.1 Kleinfelder will not take title to or be liable for any hazardous materials found at any Work Assignment Site, provided that the hazardous material isn't taken to the Work Assignment Site by Kleinfelder or any subcontractor, consultant or other party for which Kleinfelder is responsible and further provided that, after having become aware of the hazardous materials, Kleinfelder (including subcontractors, consultants and other third-parties for which Kleinfelder is responsible), does not disturb the hazardous materials. Any risk of loss with respect to all materials remains with Client or the Site owner, who will be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples remain the property of Client. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

18. DISPUTE RESOLUTION

18.1 If a dispute arises out of or relates this Agreement (**Dispute**), the parties agree to submit the Dispute to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (**AAA**). The mediator will be an independent person agreed to by the parties from a panel suggested by the Institute or, failing agreement, a mediator appointed by AAA. A party shall not call for mediation of any Dispute after such period of time as would bar the initiation of legal proceedings to litigate such Dispute under the laws of the state in which the Work Assignment is located.

18.2 Client and Kleinfelder agree that, in the event of a Dispute, they will not seek recourse against individual officers, employees, directors, trustees, or shareholders of the other party.

18.3 A party shall not start court proceedings in relation to a Dispute until it has exhausted the procedures in this clause, unless the party seeks injunctive or other interlocutory relief.

18.4 If the Dispute cannot be resolved through mediation, either party may file suit in an appropriate court in the state where the Services are performed.

18.5 This clause survives termination or expiration of this Agreement.

19. MISCELLANEOUS

19.1 This Agreement is to be governed and construed in accordance with the laws of the state where the Services are performed. The parties hereby submit to the jurisdiction of the courts of the state where the Services are performed and waive any right to object to any proceedings being brought in those courts.

- 19.2 Waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition or breach. A waiver is not valid or binding unless made in writing.
- 19.3 If any provision of this Agreement is found by a duly constituted authority to be invalid, void, or unenforceable, all remaining provisions shall continue in force.
- 19.4 This Agreement does not create, nor will it be construed to create, any benefit or right in any third party or any special relationship or fiduciary duty to third parties.
- 19.5 Subject to clause 1.1, this Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter. It supersedes all earlier conduct, prior agreements and understandings between the parties in connection with its subject matter.
- 19.6 All notices, requests or instructions hereunder must be in writing and either hand delivered to the recipient, or delivered by registered mail or express mail to the addresses given in this Agreement.
- 19.7 This Agreement cannot be assigned by either party without the prior written approval of the other party. Kleinfelder may subcontract performance of portions of the Services to a qualified subcontractor.
- 19.8 Any amendment or revision to this Agreement, including for the avoidance of any doubt, to any Work Order, must be in writing and signed by both parties. Any oral modification or revision of this Agreement shall not operate to modify this Agreement.
- 19.9 Client and Kleinfelder shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

ANTI-BOYCOTT

Consultant certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott, as defined in Utah Code Ann. § 63G-27-102 and prohibited by Utah Code Ann. § 63G-27-201(1); and agrees not to engage in a boycott of the State of Israel for the duration of this Agreement. Furthermore, Consultant agrees to notify the District in writing if Consultant begins engaging in a prohibited economic boycott during the term of this Agreement. Activities which are not to be boycotted, absent an ordinary business purpose or unless the boycott is intended to comply with applicable state or federal law, include a boycott of companies that are engaged in fossil fuel-based energy, timber, mining, agriculture, or firearms; companies that do not meet or commit to meet environmental standards beyond applicable state and federal law requirements; or companies that do not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. Notwithstanding anything to the contrary stated in this contract, pursuant to Utah Code Ann. § 63G-27-201(3), this provision does not apply to a contract

with a total value of less than \$100,000 or to a contract with an entity that has fewer than 10 full-time employees, nor prohibit Client from entering into a contract with an entity that engages in an otherwise prohibited economic boycott if there is no economically practicable alternative available “to (A) acquire or dispose of a good or service; or (B) meet...Client’s legal duties to issue, incur, or manage debt obligations, or deposit, keep custody of, manage, borrow, or invest funds” or if the purpose of the economic boycott is to “comply with federal law.”

20. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT

Consultant recognizes that, as a governmental entity, Client is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”), and cannot guarantee that information or any document or record provided to the District will not be subject to disclosure unless it is properly classified as a “protected record” under GRAMA based upon a written claim of business confidentiality under Utah Code Ann §§ 63G-2-305 and -309 and other provisions of GRAMA. For any record to be classified as a “protected record”, Consultant must provide a written claim of business confidentiality and a concise statement of reasons and justifications supporting the claim of business confidentiality with the record when it is first submitted by Consultant to Client and, if not so provided, any claim to protected record status may be deemed to have been waived and relinquished by Consultant.

This Agreement may be executed in counterparts, including photo or electronic copies, which taken together, shall constitute one original document.

IN WITNESS WHEREOF, Client and Kleinfelder have caused this Agreement to be executed on the date first written above.

CLIENT:

Greater Salt Lake Municipal Services District

KLEINFELDER:

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: Tracy Parkinson

Title: DSW Area Manager

ATTACHMENTS: Exhibit A, Fee Schedule



KLEINFELDER
Bright People. Right Solutions.

Attachments

KLEINFELDER, INC.
2024 Professional Service Rates
Great Salt Lake Municipal Services
District

PROFESSIONAL STAFF RATES

Project Manager.....	\$220.00	/hour
Project Engineer	\$150.00	/hour
Staff Engineer/Geologist.....	\$133.00	/hour
Field Engineer/Geologist.....	\$120.00	/hour
Draftsman	\$110.00	/hour
Clerical.....	\$82.00	/hour
Drill Rig & Crew	\$235.00	/hour
Drilling and Sampling (Field Engineer/Geologist).....	\$120.00	/hour
Mobilization, Demobilization, Standby (Drill Rig & Crew).....	\$190.00	/hour
Traffic Control Devices or Services.....	\$275.00	each

Kleinfelder reserves the right to adjust the fee schedule on the anniversary date of this contract upon approval of Salt Lake City.

Public works projects or projects receiving public funds may be subject to Prevailing Wage laws. The above rates do not apply to projects subject to prevailing wages. Hourly rates for those projects will be supplied separately.

Drill Rig and Crew rates, including Mobilization and Standby rates apply to conventional truck-mounted auger drill rigs only. Where specialized drilling rigs/methods are required (ie, mud rotary, ODEX, rock coring, CPT), rates for these services will be provided separately.

Traffic Control rates are for a typical one-day set up for a public road in accordance with MUTCD requirements. More extensive, specialized set up may require additional costs which will be provided separately.

* Applies to all professional rates including but not limited to civil, mechanical, chemical, electrical, geotechnical and environmental engineers; industrial hygienists; geologists; hydrogeologists; hydrologists; and computer specialists.