



FINANCE COMMITTEE AGENDA

June 5, 2023 – 4:00 pm | Council Chambers, City Hall

1. **Call meeting to order.**
 2. **Approval of Minutes.**
 - a. Regular Meeting: April 3, 2023 – May meeting, No quorum
 3. **Public Comment** - Limit to three minutes per person.
 4. **Continued Business.**
 - a. None
 5. **New Business**
 - a. Univision Service Contract – Jordan
 - b. Water Rights Consulting Services Approval – Trent
 - c. Appreciation for Skatepark Cleaning Volunteer- Jordan/Cyndi
 - d. Arrowstone Park Billboard - Jordan
 - e. Review and Sign May Claims – Stan/Jordan
 6. **Committee Comments or Concerns:**
 7. **Announcement of next meeting.**
 - a. Regular Meeting: July 3, 2023, at 4:00PM
 8. **Adjournment.**
-

Finance Committee

Members

Dick Bauman (Chair) | Joseph Callahan | Gordon Pierson

CITY OF DEER LODGE

FINANCE COMMITTEE MEETING MINUTES

April 3, 2023 – 4:00pm | Council Chambers, City Hall

Members Present:	Dick Bauman, Joseph Callahan, Gordon Pierson
Members Absent:	None
Mayor:	None
CAO:	Jordan Green
Staff:	Trent Freeman, Stan Glovan
Guests:	See sign in sheet

1. Call Meeting to Order:

- a. Chairperson Bauman called the meeting to order at 4:00PM.

2. Approval of Minutes:

- a. Regular Meeting: March 6, 2023

Member Callahan motioned to approve as presented. Member Pierson seconded the motion.
3 Ayes, 0 Nos. Motion passed.

3. Public Comment:

- a. None

4. Continued Business:

- a. None

5. New Business:

- a. 2023 Street Maintenance Project Approval – Trent
Recommendation of approval from Stahly Engineering and the bids for the 2023 Street Maintenance project. Base bid that came in from Helena Sand and Gravel of \$314,209.50. Additive Alternate #1 on Larabie Street and the Additive Alternate # on California. Recommendation from Public Works is to accept the base bid from Helena Sand and Gravel of \$314,209.50 and Alternate #1 at \$54,498.75 for total \$368,708.25.

Member Callahan motioned to approve as presented with recommendation to City Council. Member Pierson seconded the motion. 3 Ayes, 0 Nos. Motion passed.

b. Cottonwood Avenue Drainage Project Approval – Trent

This is the project in front of City Hall from Main Street to 2nd due to ponding. The contractor will be working in conjunction with Northwest Energy. Recommendation of approval from Stahly Engineering to H&H Contracting bid at \$253,777.00. This was approval to Finance from Public Works.

Member Pierson motioned to approve as presented with recommendation to City Council.
Member Callahan seconded the motion. 3 Ayes, 0 Nos. Motion passed.

c. Wastewater Inflow and Infiltration Project Approval – Trent

Relining the lift station to prevent ground water seeping in and to help alleviate some of the clean water we are treating at the plant, \$625,000 grant funded plus additional \$350,000 for funding allocated for this project. Recommendation of award from Stahly Engineering to MJC Contracting for \$879,845.00. One bid was received and within the requirements stated in the bid documents.

Member Pierson motioned to approve as presented with recommendation to City Council.
Member Callahan seconded the motion. 3 Ayes, 0 Nos. Motion passed.

d. Water Tank Inspection Cost Approval – Trent

Proposal from Liquid Engineering for \$9,560.00. Every 5 years it's required to clean our water tank reservoir and concrete reservoir. They send in scuba divers to clean and inspect all areas of the tanks. Last water tank inspection was in 2019. This is a recommendation to Finance from Public Works.

Member Callahan motioned to approve as presented with recommendation to City Council.
Member Pierson seconded the motion. 3 Ayes, 0 Nos. Motion passed.

e. Sander Purchase Approval – Trent

Quote from Iron Horse Towing for \$10,690.00 for a new sander purchase. Current sander is about 13 years old with a lot of wear and tear from the winters. This is budgeted item at \$13,000, came in under budget. Asking for approval of the full \$13,000.00 as the additional funds will be used for freight and any additional equipment.

Member Callahan motioned to approve as presented with recommendation to City Council.
Member Pierson seconded the motion. 3 Ayes, 0 Nos. Motion passed.

f. Resolution 2023-R-2 Police Department Reserve Fund Signature Authority – Jordan

Bank signature Authority update as previous signature authority members were no longer staff of the City.

Member Callahan motioned to approve as presented with recommendation to City Council.
Member Pierson seconded the motion. 3 Ayes, 0 Nos. Motion passed.

- g. Resolution 2023-R-3 Short Term Investments Pool Authorization – Jordan
This is for an update to our Short Term Investments Pool Authorization, as this is a yearly update. This provides current information to them of our Representation and our Authorized Delegates.

Member Callahan motioned to approve as presented with recommendation to City Council.
Member Pierson seconded the motion. 3 Ayes, 0 Nos. Motion passed.

- h. MSU Extension Community Development Agent – Jordan
In your packet you will see the Extension Service Agreement between MSU Extension and Powell County that shows the overall budget, the contribution from the County as well as County funding for the admin support, Bo Walker, and other budgetary items. County pays \$35,085.00 for Bo Walkers position and Admin Support at \$41,200.00 and other items that are required (travel, fuel, etc.). County pays total of \$148,021.00 for MSU Extension Services.

Requesting to pay the salary to hire a new agent and work with MSU to either have Bo switch his appointment types or to hire someone who is specialized in the community development. Outline document of a new agent's cost was presented. The cost per annum of a new agent would be \$42,945.00. Use the Economic Growth & Development next fiscal year's budget of \$21,000 to supplement the new position for 5 years. Favorable recommendation from Economic Growth & Development to Finance.

Member Pierson motioned to approve as presented with recommendation to City Council.
Member Callahan seconded the motion. 3 Ayes, 0 Nos. Motion passed.

- i. Painting Main Street Project – Jordan
This budgets fiscal year to use funds from the Economic Growth & Development budget to buy paint for business property owners on Main Street that want to paint their store front. Favorable recommendation to Finance from Economic Growth & Development was \$3,000.00.

If it's in the historic district or a historic building on the registrar, they need to stay in line with the historic colors and this will be reviewed with the Commissioners.

Member Callahan motioned to approve as presented with recommendation to City Council.
Member Pierson seconded the motion. 3 Ayes, 0 Nos. Motion passed.

- j. Museum Foundation Support – Council President Bauman
I am asking Finance to add a line item in the 2023/2024 budget of \$10,000 annually to contribute funds in support to the Museum Foundation. Favorable recommendation from Economic Growth & Development to Finance. Discussion of having a contract with Museum Foundation, Jordan will discuss this with City Attorney.

Member Callahan motioned to approve as presented with recommendation to City Council.
Member Pierson seconded the motion. 3 Ayes, 0 Nos. Motion passed.

k. Rate Increase – Jordan/Trent

This line item was tabled at the March 6, 2023 meeting.

Member Pierson motioned to remove Rate Increase off the table. Member Callahan seconded the motion. 3 Ayes, 0 Nos. Motion passed.

Jordan provided little history on this line item as it was referred back to the Public Works Committee to look at the need of a rate increase.

Per Trent, with potential rate increases we would be able to replace, update, and/or upgrade sewer lines. The rate increase will also help purchase a garbage truck in the future. The last rate increase was 2 years ago. The potential increase would be \$0.32 water, \$0.32 solid waste, and \$1.75 garbage for a total of \$2.39. This would need to go to a public hearing and a Resolution would need to be prepared.

Member Pierson motioned to approve as presented with recommendation to City Council at the May 1, 2023 Meeting. Member Callahan seconded the motion. 3 Ayes, 0 Nos. Motion passed.

l. Review and Sign March Claims – Stan/Jordan

Claims reviewed and signed by committee with recommendation to Council.

6. Committee Comments or Concerns:

a. Discussed our cell phone providers.

7. Announcement of Next Meeting:

a. Regular Meeting: Monday, May 1, 2023, at 4:00PM

8. Adjournment:

The meeting was adjourned at 5:38pm.

Prepared by: Cyndi Thompson, City Clerk

Dick Bauman, Chairperson

Date

Finance Committee Members

Dick Bauman (Chair) | Joseph Callahan | Gordon Pierson

Cyndi Thompson

From: Owen Goble <oweng@univisioncomputers.com>
Sent: Tuesday, May 23, 2023 10:49 PM
To: Jordan Green
Subject: Univision Managed Services Contract
Attachments: Velocity Advanced Security.pdf; Velocity Complete Basic MP.pdf

You don't often get email from oweng@univisioncomputers.com. [Learn why this is important](#)

Good afternoon, Jordan.

I am reaching out to you regarding your managed services with Univision computers and some upcoming changes.

Over the last year, we have enhanced our Managed Services Plans by incorporating additional services, security measures, and monitoring for all our clients. We are calling this plan Velocity Complete. The main factors behind these changes are the amplified security risks in the IT industry and striving to deliver the IT management, strategy, and services that our customers need. Due to increasing threats in the cyber landscape, and a drastic change in IT there is urgency to adjust your contract. **We will need to convert your managed services contract to one of the plans quoted below before the end of month of July, 2023.**

One of the key additions in our new Plan is a product called Huntress - Managed Endpoint Detection & Response with 24/7 Threat Hunting and human analysis. Huntress monitors your computers and servers for malicious/suspicious activity 24/7 and will act accordingly depending on the level of threat they detect. We have also changed our service model to 'Unlimited IT Support', we no longer differentiate what is or is not covered in your existing IT environment. The Matrices that I have attached will provide a general overview the changes included.

Additionally, we have created a separate service, called Velocity Basic, that is geared towards smaller organizations that may require less on-demand or break fix support, but still require assistance from Univision. This plan includes all the security features in Velocity Complete, but no additional IT services. i.e. any support work is billable at our standard hourly rates.

Moreover, we have introduced an Advanced Security Package for clients such as the City of Deer Lodge. This was created in response to many of the compliance requirements surrounding Cyber Security insurance and industry regulations (HIPAA, PCI, FTC, FDIC, CJIN, etc.). We highly recommend this package for you given the compliance required from law enforcement and government.

All the improvements of the Velocity Complete and Basic Plans, and heightened labor expenses have required us to increase our prices. As your IT provider we feel these plans will provide the best value for providing what customers need with IT Management, Support, and Security.

Here is a cost breakdown of your current plan Vs Velocity Complete:

- **Your current price on our legacy services is - \$628/Month**
- **Your New price on Velocity Complete Remote is - \$1787/Month**
- **Your New price on Velocity Basic is \$794/Month – Please note, this would not include any labor for support.**
- **(Optional) The advanced Security Package is an additional - \$560/month**

Please open the quote below, select the options you want, and accept/sign when you have a moment.

<https://www.quotevalet.com/concierge.aspx?DocumentId=94a89070-9247-4379-b8c1-7de3f041789d&TenantId=786d17bb-f659-4b1b-a689-b635eb9480ad>

If you would like to talk about this further, I have included links to my calendar below. Feel free to schedule something with me when you are free.

[Quick 15-minute meeting](#)
[IT review and Strategy Session](#)

Please do not hesitate to use them to schedule some time to speak.

Thanks for your time, I look forward to hearing from you.

Owen Goble | *Customer Success Manager*
[Email](#) |  | [\(406\) 721-8876](tel:4067218876) ext. 106
445 S. Main St. Suite 203 | Kalispell, MT 59901
www.univisioncomputers.com

How am I doing?
Click on one of the faces below:

GREAT GOOD BAD



Core Values

- Get Stuff Done - Right
- Trustworthy & Accountable
- Team First
- Playing The Long Game

Gold Microsoft Partner

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IT Managed Services

What do you get?

UNIVISION



Managed Services Plans & Packages	Velocity Basic	Velocity Complete Onsite	Velocity Complete Remote	Advanced Security Package
Workstations & Servers				
24/7 Proactive Workstation Monitoring				
Automated OS Patching				
User Onboarding & Offboarding	Hourly			
Hardware Warranty Management	Hourly			
Flat Rate Workstation Prep & Deployment				
Unlimited IT Remote Support *	Hourly			
Unlimited Onsite IT Support *	Hourly		Hourly	
Enterprise Grade AV/EDR				
Malware/Virus Removal	Hourly			
24/7 Security Information & Event Log Monitor				
24/7 Advanced Ransomware Detection				
Zero Trust Protection				
Microsoft 365				
Exchange Online Email Support	Hourly			
Teams Support	Hourly			
OneDrive Support	Hourly			
SharePoint as a File Server Support	Hourly			
Baseline M365 Security Practices				
Office 365 Secure Score Management				
24/7 Office 365 Log Monitoring				
24/7 Office 365 Risk Detection				
Application Management				
Microsoft Desktop Applications	Hourly			
Standard Business Applications **	Hourly			
Line of Business Applications **	Hourly			
Application Patch Management **				
Application Control				

Network Infrastructure				
Network Hardware Config Backups				
Internet Service Provider Vendor Management	Hourly			
Firewall Management	Hourly			
Network Switch Management	Hourly			
Wireless Network Management	Hourly			
Remote Network Infrastructure Support	Hourly			
Onsite Network Infrastructure Support	Hourly		Hourly	
24/7 Firewall Information & Event Log Monitor				
IT Security				
Zero Day Exploit Monitoring & Patching	Hourly			
External Vulnerability Scanning				
IT Security Risk Analysis & Guidance				
24/7 Threat Hunting				
Dark Web Monitoring				
Internal Vulnerability Scanning				
24/7 Security Operations Center				
24/7 Advanced Breach Detection				
24/7 Cyber Terrorist Connection Monitoring				
24/7 Suspicious Network Services Monitoring				
Security Awareness Training & Simulated Phishing		\$22.50/User/Year		
IT Management				
Asset Lifecycle Planning & Management				
Dedicated Management Team				
Technology Reviews				
Proactive Engineer Services	Hourly			
Hardware Vendor Management	Hourly			
Emergency IT Services		After 5:30PM – Before 7:30AM		
Emergency After Hours Support		Hourly	Hourly	
Emergency After Hours Support Add-On		Optional	Optional	

*Unlimited IT Support hours are between 7:30am-5:30pm
























**Applications must have valid support and licensing from the applicable vendor(s).
































This document is a summary ONLY and is not intended to be a legal agreement. The Statement of Work (SOW) for Velocity Managed Services, which is a legal agreement can be found at <https://legal.univisioncomputers.com/sows>.

IT Managed Services

What do you get?



Managed Services Plans	Velocity Basic	Monitoring & Protection	Velocity Complete Onsite
Workstation Support Services			
24/7 Proactive Workstation Monitoring			
Automated OS Patching			
Unlimited IT Remote Support *	Hourly	Hourly	
User Onboarding & Offboarding	Hourly	Hourly	
Hardware Warranty Management	Hourly	Hourly	
Flat Rate Workstation Prep & Deployment		Hourly	
Unlimited Onsite IT Support *	Hourly	Hourly	
Microsoft 365 Cloud Management & Support			
Exchange Online Email	Hourly	Hourly	
Teams	Hourly	Hourly	
OneDrive	Hourly	Hourly	
SharePoint as a File Server	Hourly	Hourly	
Baseline M365 Security Practices		Hourly	
Automated Email Signatures	\$1.50/user/month	\$1.50/user/month	
Application Management & Support			
Microsoft Desktop Applications	Hourly	Hourly	
Standard Business Applications **	Hourly	Hourly	
Line of Business Applications **	Hourly	Hourly	
Network Infrastructure Support			
Network Hardware Config Backups		N/A	

Internet Service Provider Vendor Management	Hourly	Hourly	
Firewall Management	Hourly	Hourly	
Network Switch Management	Hourly	Hourly	
Wireless Network Management	Hourly	Hourly	
Remote Network Infrastructure Support	Hourly	Hourly	
Onsite Network Infrastructure Support	Hourly	Hourly	
Server Support			
24/7 Proactive Server Monitoring			
Automated OS Patching			
Unlimited IT Remote Support *	Hourly	Hourly	
Hardware Warranty Management	Hourly	Hourly	
Unlimited Onsite IT Support *	Hourly	Hourly	
IT Security			
Zero Day Exploit Monitoring		N/A	
Zero Day Patch Deployment	Hourly	N/A	
Application Patch Management **	Hourly	Hourly	
External Vulnerability Scanning	N/A	N/A	
IT Security Risk Analysis & Guidance	N/A	N/A	
Dark Web Scanning & Guidance	N/A	N/A	
Enterprise Grade AV/EDR	AV + EDR	AV	AV + EDR
Malware/Virus Removal	Hourly	Hourly	
KnowBe4 Security Awareness Training & Simulated Phishing	\$22.50/User/Year		
IT Management			
Asset Lifecycle Planning & Management		N/A	
Dedicated Management Team		N/A	
Technology Reviews		N/A	
Proactive Engineer Services		N/A	
Hardware Vendor Management	Hourly	Hourly	
Emergency IT Services	After 5:30PM – Before 7:30AM		

Emergency After Hours Support	Hourly		
Emergency After Hours Support Add-On	N/A	N/A	Optional

*Unlimited IT Support hours are between 7:30am-5:30pm

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April 5, 2023

Trent Freeman
City of Deer Lodge - Public Works Superintendent
300 Main Street
Deer Lodge, MT 59722



Subject: Confirmation of Authorization for Water Rights Consulting Services, City of Deer Lodge, Powell County, MT

Trent:

HydroSolutions Inc (HydroSolutions) is pleased to provide you with this *Confirmation of Authorization (COA)* to provide water right services associated with Montana Department of Natural Resources and Conservation (DNRC) Water Right Re-examination and Water Court Adjudication. Upon your authorization, this proposal will become a contract for professional services.

BACKGROUND

HydroSolutions understands the City of Deer Lodge (City) has recently received correspondence from the DNRC regarding its re-examination of water rights in the Upper Clark Fork River Basin.

During re-examination, the DNRC adds issue remarks if it finds factual errors or legal matters that require resolution. The City has one issue remark that was added to water right 76G 10395-00 because it appears the City and the State of Montana Department of Corrections claimed the same historical water right. This matter will likely require the City to participate in a Water Court case to determine which entity is correctly associated with the historical water right.

After re-examination concludes, the DNRC sends a report to the Water Court and then it will issue a Preliminary Decree that will contain all water rights with pre-1973 priority dates within the Upper Clark Fork River Basin (76G). The DNRC will likely send its report to the Court in the next 1-2 months and the Preliminary Decree will be issued sometime this Summer.

After the Preliminary Decree is issued, the objection period opens which provides opportunity for others to object to water rights or for water right owners to "self-object" to correct errors. Subsequent to the objection period is the counter objection period which allows water right owners that received objections to file objections to water rights owned by those that filed the objection. Lastly, a Notice of Intent to Appear period occurs which gives parties the opportunity to participate and monitor case proceedings. Generally, this objection, counter objection and notice of intent to appear periods take about 1 year to transpire.

After these public notice periods are over, we estimate the Water Court will contact water right owners and consolidate cases starting in mid-2024 to early 2025.

SCOPE OF SERVICES

From our preliminary review, the DNRC correctly added the issue remark to 76G 10395-00. Thus, this remark cannot be removed before the 76G Preliminary Decree is issued. However, we suggest that research be performed to determine which entity is correctly associated with this water right and to prepare to provide this information to the Water Court.

Since this is likely the last opportunity to correct historical water rights before a Final Decree is issued, we suggest a review of the City of Deer Lodge historical water rights. If errors are identified, then it is likely that a “self-objection” could be filed to later correct it with the Water Court.

Our preliminary review found six (6) historical water rights that fall under the Montana Water Court jurisdiction. These water rights are listed in the table below.

City of Deer Lodge Historical (pre-1973) Water Rights

WATER RIGHT NUMBER	PRIORITY DATE	SOURCE	DIVERSION	PURPOSE	FLOW RATE	VOLUME (af)	ACRES IRRIGATED
76G 10392 00	7/1/1934	GROUNDWATER	WELL	MUNICIPAL	700 GPM	1128.93	
76G 10393 00	10/24/1946	GROUNDWATER	WELL	MUNICIPAL	1500 GPM	2419.14	
76G 10394 00	10/5/1946	GROUNDWATER	WELL	MUNICIPAL	1750 GPM	2515.49	
76G 10395 00	3/19/1864	TIN CUP JOE CREEK	HEADGATE	MUNICIPAL	2 CFS	1448	
76G 10396 00	9/19/1931	GROUNDWATER	WELL	MUNICIPAL	500 GPM	807.26	
76G 30122584	5/31/1879	TIN CUP JOE CREEK	HEADGATE	IRRIGATION	224.4 GPM	96	160

TASKS

- Research historical documentation (District Court decrees, deeds etc) and water right files to determine correct party associated with historical water right.
- Review all City of Deer Lodge historical water rights to identify errors that could be corrected with the Water Court.
- Compile research material and summarize in a memo with recommendations.

COST ESTIMATE

To provide the suggested services, we estimate it will take us approximately 32 hours to perform the research and review and another 16 hours to compile the memo. My billing rate is \$138 per hour, so the estimated cost is around \$6600.

To assist with research, it may be necessary to have someone obtain documents from the County Courthouse. If possible, a City employee could visit the Courthouse and obtain those documents. Otherwise, one of our technicians could obtain the documents at \$63/hour.

Additional work outside of this scope of services can be completed on a time and material basis with your prior approval.

TERMS OF PAYMENT

HydroSolutions will provide the services described herein on a time and materials basis in accordance with our prevailing Schedule of Charges (4/1/23-3/31/2024). You will be provided with monthly itemized invoices for our work on this project. Invoices show the dates of work, who worked on the project, their rates and hours, and a brief description of the work performed. Terms for payment are net 30 days, with interest added to unpaid balances at one percent (1%) per month in accordance with the attached General Conditions (6/14/18), which are part of this agreement.

ACCEPTANCE AND SCHEDULE

We appreciate the opportunity to present this proposal to you. If our proposal is acceptable to you, please sign and return the attached Signature Page. Our work on this project will begin at the soonest mutually agreeable time following receipt of your written authorization.

HydroSolutions looks forward to the opportunity to work with you on this project. Please contact me at (406) 443-6169, extension 101, or via email at russr@hydrosi.com.

Respectfully Submitted,

HydroSolutions Inc



Russ Radliff
Water Rights Specialist

Attachments: Signature Page
General Conditions

SIGNATURE PAGE

Subject: Confirmation of Authorization for Water Rights Consulting Services, City of Deer Lodge, Powell County, MT

Please proceed with the services described herein in accordance the terms of this Confirmation of Authorization and attached General Conditions.

Authorized Party (Name -- Please Print)

Title

Representing (Company or Organization)

Signature

Date

General Conditions



HydroSolutions Inc General Conditions

Our agreement with you consists of these General Conditions and the accompanying written proposal or confirmation of authorization, and any attachments noted.

Section 1: Our Responsibilities

1.1 We will provide the professional services described in our written agreement with you, unless otherwise specified. We may provide you with a written report containing our professional evaluation and opinions, and if specified, our recommendations. In performing our services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.

1.2 Before entering into this Agreement, we will make a good faith effort to determine if any conflicts of interest (COIs) exist. However, if it is later determined that there is a COI, the contract can be terminated by either party (per Section 8.3), without penalty.

1.3 Our work will be conducted using appropriate procedures and protocols. We will comply with all existing applicable laws and regulations relating to our scope of services. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from all claims, damages, and expenses arising out of your direction.

1.4 There is an inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that conditions may change over time. We will reference our field observations and sampling to available reference points. We will not survey, set, or check the accuracy of those points unless we accept that duty in writing.

1.5 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept those duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

1.6 We cannot be held responsible for errors and omissions or the outcome of any services associated with work you have asked us to oversee but is out of our control.

1.7 We will be responsible only for our own health and safety on the job site.

1.8 We agree to treat as confidential and maintain in confidence all information relating to your business. Disclosure of information to others will be limited to that which is required or incidental to performance of our work for you, or as required by law.

Section 2: Your Responsibilities

2.1 You will provide access to the site or other private property required for us to complete our work. We will use reasonable care to minimize damage to the site. In the course of our work some site damage is normal even when due care is exercised. We have not included the cost of restoration of normal damage in the estimated charges. At your option and expense, we will correct normal damage. We agree to be responsible for damage that is caused by our negligence.

2.2 You will provide us with information in your possession or control relating to subsurface conditions and contamination at the site.

2.3 You agree to provide us, in a timely manner, with the information that you have regarding buried objects located at the site. Prior to beginning our fieldwork, you agree to provide us with all your plans, changes in plans, and new information that refer to site conditions. You agree to hold us harmless from all claims, damages, losses, and related expenses involving buried objects of which you had knowledge but did not call to our attention or correctly show on the plans furnished to us.

2.4 You will notify us of any knowledge or suspicion of the presence of hazardous materials in samples provided to us. You will provide us with information in your possession or control relating to contamination at the site. If we observe or suspect the presence of contaminants not anticipated in our agreement, we may terminate our work without liability to you or others, and we will be paid for the services we have provided.

2.5 Neither this agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

2.6 Drilling, well installation, and remediation services may involve risk of cross-contamination of previously uncontaminated air, soil, and water. If you are requesting that we provide services that include this risk, you agree to hold us harmless and indemnify us from cross contamination claims and damages, unless the loss is caused by our negligence.

2.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from all claims related to disclosures made by us that are required by law and from all claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 3: Reports and Records

3.1 We will furnish our report to you in writing unless otherwise mutually agreed. We will retain pertinent records for five years and financial data for three years relating to the services performed.

3.2 All samples remaining after tests are conducted, and field and laboratory equipment that cannot be adequately cleansed of contaminants are your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give written direction to store or transfer the materials, at your expense.

3.3 Our reports, notes, calculations, and other documents are instruments of our service to you. Our reports are for your use only for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval, which will not be unreasonably withheld. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement and only if we are paid a reasonable administrative fee.

3.4 If you do not pay for our services as agreed, we may retain all reports and work not yet delivered to you and all reports and other work in your possession must be returned to us. You may not use reports and other work for any purpose whatsoever until they are paid for in full.

Section 4: Compensation

4.1 You will pay for services as agreed upon or according to our current Schedule of Charges. An estimated cost is not a firm figure (firm fixed price) unless stated as such.

4.2 We will submit invoices to you periodically for portions of work accomplished, and upon completion of the scope of services for the final balance. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and backup data will be provided at your expense.

4.3 You will notify us of billing disputes within 15 days of invoice receipt or you are responsible for full invoiced amount. Invoices are due upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.0% per month, but not to exceed the maximum rate allowed by law.

4.4 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our agreement and we extend credit.

4.5 You agree to compensate us for our reasonable fees and expenses if we are required to respond to legal process arising out of a proceeding as to which we are not a party.

4.6 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation.

Section 5: Disputes, Damage and Risk Allocation

5.1 Disputes will be submitted to Alternative Dispute Resolution (ADR) as a condition precedent to litigation. Each of us will exercise good faith efforts to resolve disputes through a mutually acceptable ADR procedure. Collections will not be submitted to ADR. The law of the state in which our servicing office is located will govern all disputes.

5.2 We will not be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

5.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 10 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.

5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$100,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, you must notify us prior to beginning work.

5.5 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our agreement and, at our option, terminate all of our duties without liability to you or to others.

5.6 If we are involved in legal action to collect our compensation, you agree to pay our collection expenses, including reasonable attorney fees. If you make a claim against us that is resolved in our favor, you will reimburse our

costs of defense, including but not limited to reasonable attorney and expert witness fees.

Section 6: Insurance

6.1 We represent and warrant that we and our agents, staff and consultants employed by us are protected by Workman's Compensation insurance or have appropriate exemptions, and that we have such coverage under public liability and property damage insurance policies that we deem to be adequate. Certificates for all such policies of insurance shall be provided to you upon request in writing. Within the limits and conditions of such insurance, we agree to indemnify and save you harmless from and against any loss, damage or liability arising from any negligent acts by us, our agents, staff and consultants employed by us. We shall not be responsible for any loss, damage or liability arising from any acts by you, your agents, staff and any other consultants employed by you.

6.2 No insurance of whatever kind or type which may be carried by us is to be considered as in any way limiting the responsibility of others for damages resulting from their operations or for furnishing work and materials on any of your facilities.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses caused by our negligent acts and omissions, and breach of contract and those acts, omissions, and breaches of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses caused by your negligent acts and omissions, and breach of contract and those acts, omissions, and breaches of persons for whom you are legally responsible.

7.2 To the extent that may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 This agreement is our entire agreement, and it supersedes all prior agreements. It may be modified only in writing making specific reference to the provision modified.

8.2 Neither of us will assign this agreement without the written approval of the other, but we may subcontract work, as we deem necessary.

8.3 This agreement may be terminated by written notice from either party to the other. We will receive equitable compensation for all work performed, and will provide you with any partial or uncompleted work materials.

8.4 If we provide services in support of your engineering designs and are not retained to provide continuing services during implementation, you agree to hold us harmless from all claims, losses, and expenses arising out of any interpretations, clarifications, substitutions, or modifications of our work provided by you or others.

End

Version: 20180614



HydroSolutions[™]

General Price List

April 1, 2023 - March 31, 2024

Activity Code	Description	Price
1001	Administrative Assistant	\$73.00
1003	Contract Specialist	\$74.00
1011	Technician I	\$63.00
1012	Technician II	\$75.00
1007	GIS/DB Analyst	\$104.00
1020	Assistant Scientist	\$97.00
1021	Scientist I	\$104.00
1022	Scientist II	\$116.00
1023	Scientist III	\$129.00
1024	Scientist IV	\$138.00
1025	Scientist V	\$154.00
1031	Hydrologist I	\$104.00
1032	Hydrologist II	\$116.00
1033	Hydrologist III	\$129.00
1034	Hydrologist IV	\$138.00
1035	Hydrologist V	\$154.00
1036	Hydrologist VI	\$167.00
1042	Hydrogeologist II	\$116.00
1043	Hydrogeologist III	\$129.00
1044	Hydrogeologist IV	\$138.00
1045	Hydrogeologist V	\$154.00
1046	Hydrogeologist VI	\$167.00
1051	Geologist I	\$104.00
1052	Geologist II	\$116.00
1055	Geologist V	\$154.00
1056	Geologist VI	\$167.00
1060	Assistant Engineer	\$97.00
1061	Engineer I	\$104.00
1062	Engineer II	\$116.00
1063	Engineer III	\$129.00
1064	Engineer IV	\$138.00
1065	Engineer V	\$154.00
1066	Engineer VI	\$167.00
1076	Geochemist VI	\$167.00
1080	Principal Hydrologist	\$174.50
1081	Principal Hydrogeologist	\$175.00
1082	Principal Engineer	\$175.00
1090	Expert Hydrology Services	\$208.00
1091	Expert Hydrogeology Services	\$208.00
1092	Expert Engineer Services	\$208.00
1097	Principal Expert Hydrology Services	\$211.00