

# Village of Villa Park

No. 87198

20 South Ardmore Avenue Phone 630/834-8500  
VILLA PARK, ILLINOIS 60181-2696

## PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, SHIPPING PAPERS AND PACKAGES.

TO: Living Waters Consultants  
16 W 455 S Frontage Road Suite 119  
Burr Ridge IL 60527

SHIP TO:

Tax Exempt Municipality State Tax ID # E 9997-4355-06

DATE REQUISITIONED	REQUISITIONER	DEPT. HEAD			
6/10/14	Vassili Voskresenski <i>V.V.</i>	Vydas Juskelis <i>Vydas Juskelis</i>			
QTY. ORD.	QTY. REC.	ACCOUNT NO.	DESCRIPTION OF MATERIAL / SERVICES	UNIT PRICE	AMOUNT
1		68.502.10.299	Monterey Ave Bio-retention Project QC/QA Engineering Services		\$4900.00

BY \_\_\_\_\_ VILLAGE MANAGER

BY *[Signature]* FINANCE DIRECTOR

ORIGINAL TO VENDOR

NOT VALID UNLESS SIGNED BY AUTHORIZED PERSONNEL



**MAKING A DIFFERENCE FOR STREAMS, WETLANDS & LAKES**  
Stream Restoration Engineering • Water Resources Management  
Stormwater Engineering • Wastewater Purification and Reuse

May 23, 2014

Vydas Juskelis  
Director Public Works  
Village of Villa Park  
20 S. Ardmore Avenue  
Villa Park, IL 60181

RE: Monterey Avenue Bioretention Project –QA/QC Engineering Services

Dear Mr. Juskelis:

Please find enclosed a proposal to assist with Bioretention Project Engineering Services for Monterey Avenue, Village of Villa Park.

### **Project Understanding**

The Village of Villa Park has completed draft Engineering Plans, Landscape Plans, and Bid Documents for the Monterey Avenue Project, Villa Park, Illinois. It is our understanding that the Village of Villa Park will provide lead Engineering Services (Design, Bidding, and Construction Observation Services) for the Bioretention Project (Bioretention Project Engineering Services). Living Waters Consultants (LWC) proposes to provide QA/QC Design and Construction Observation Engineering Services for the Village of Villa Park Bioretention Project.

### **Project Approach**

LWC shall complete the Bioretention Project Engineering Services according to the Scope of Services attached. We understand that this is a pilot project for the Village of Villa Park. Engineering Plans are being provided by the Village of Villa Park. Proposed information to be provided by LWC shall be incorporated into the Engineering Plans.

### **Project Team Experience & Awards**

Living Waters Consultants, Inc. provides services for the management and restoration of streams, wetlands and lakes. Living Waters Consultants has completed Design Engineering Plans, Specifications, Bid Documents, Permitting, Construction

Management, Construction Observation, Maintenance Observation, Monitoring, and Funding Acquisition services. We have completed projects for bioengineering stabilization, wetland and riparian enhancement, stormwater best management practices, water quality improvement, aquatic plant and algae management, dredging, habitat enhancement, native landscaping, and sediment control techniques. Example hydrologic and hydraulic modeling experience includes HEC-RAS, HEC-HMS, FEQ, TR-20, and others. Our experience enables us to provide cost-effective, environmentally sound, and long-term solutions.

Awards received include APWA Project of the Year, U.S. EPA Native Landscaping Award, APWA Technical Innovation Award, and others. We offer the following example projects:

- A. Jelkes Quarry Reclamation Project, Algonquin. (Stormwater BMP Engineering Plans, Details, Specifications, Cost Estimates, Permitting, Bid Document Preparation, Contractor Coordination, Construction Observation, Maintenance Observation, and Grant Assistance.)
- B. Champaign County East Campus Plan – Stormwater BMP Engineering Services, Urbana. (Bioswale, Wetland and Naturalized Detention Engineering Plans, Details, Specifications, Hydrology & Hydraulic Calculations, and Construction Cost Estimates.)
- C. Scottswood Regional Stormwater Wetland Detention Basin, Urbana Park District / Berns Clancy Associates. (Wetland Grading and Engineering Plans, Planting Design, Details, Cost Estimates, Specifications, Bid Document Assistance, Construction Observation, Maintenance Observation.)
- D. Monroe Avenue Bioswale Project, Village of Brookfield. (Bioswale Engineering Plan Details, Specifications, Planting Plan, Cost Estimates, Bid Document Assistance, Planting Plan Contractor Coordination, Construction Observation, Maintenance Observations, Ongoing Native Plant Maintenance Field Work.)
- E. Indian Creek Channel Re-Meandering and Wetland Design and Construction Observation, Chelsea Group / V3 Consultants, North Aurora. (Fluvial Geomorphic Evaluation, Stream Re-Meandering and Stabilization Design, Permitting Assistance, and Construction Observation services.)

Outreach skills exhibited at conferences and workshops such as American Public Works Association, Chicago Wilderness Stream Restoration Workshops, and the Lake County SMC Watershed Enforcement Officer Workshop.

### **Certifications**

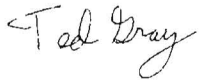
Ted Gray has a graduate degree in Aquatic Ecology (M.S.), licensure in Professional Engineering (P.E.), and is a Certified Floodplain Manager (CFM). His abilities in Ecology, Hydrology, Engineering and Fluvial Geomorphology provide your project with the ecological and technical skills needed for successful environmental management. LWC works with leading Ecologists, Engineers, Surveyors, and Fluvial Geomorphologists.

- M.S. in Aquatic Ecology (Univ. of Michigan - Water Quality, Fisheries)
- Professional Engineer (P.E. #062-055335; Civil: Hydrology and Hydraulics)
- Certified Floodplain Manager (CFM; #IL-08-00379; IAFSM)
- Certified Professional in Erosion and Sediment Control (CPESC #1654 IECA)

## **Correspondence**

Thank you for reviewing this proposal. Please contact me at 630-321-1133 to proceed.

Best Regards,

A handwritten signature in cursive script that reads "Ted Gray".

Ted Gray, PE, CFM, CPESC  
Engineer / Eco-Hydrologist  
Living Waters Consultants, Inc.

## **A. Scope Of Services**

### 1.0. Design Engineering Services

- a. Review, comment, and redline markup of draft Engineering Plans including grading plan and site layout.
- b. Review, comment, and redline markup of draft Detail of typical cross section of Bioretention Project (subgrade, dimensions, depth of amended soil, geosynthetics, etc.)
- c. Review, comment, and redline markup of draft Planting Plan for Bioretention Project
- d. Review, comment, and redline markup of draft Specifications for Bioretention Project (maintenance recommendations, plant list, subgrade, soils, etc.).
- e. Review estimates of construction cost and provide suggestions for revisions, if needed.
- f. We assume that no agencies will require a hydrologic or hydraulic model evaluation for permit approval.

### 2.0 Stormwater Calculations

- a. To facilitate subgrade design, erosion control, and to facilitate public education regarding potential benefits for stormwater improvement, we proposed the following. We propose to provide existing and proposed conditions stormwater calculations for Monterey Avenue for various frequency storm events. This information will also provide peak flow rates for various frequency storms for sizing driveway culverts.
- b. We also propose to utilize proposed stormwater calculations to estimate the amount of runoff storage that may occur in the proposed Bioretention area. This information can be used for project signage or other public education benefits.
- c. Note: Detailed modeling and/or stormwater calculations are not expected to be tabulated or submitted per typical permit submittal requirements. Rather, simple result output shall be utilized for site design calculations.

### 3.0 Permitting

- a. Permitting Services are not included and would be provided by Others.

### 4.0 Construction Observation

- a. Consultant's Construction Observation services shall include one (1) Pre-Construction Meeting, one (1) construction observation review of field locations of proposed swale improvements per plans and specifications, and one (1) post-construction final observation.
- b. LWC proposes to review discrepancies which we observe between field construction and the approved Plans and Specifications with one (1) point of contact with the Village of Villa Park (point of contact to be determined).
- c. The Village of Villa Park shall provide review and enumeration of quantities completed by Contractor, and final approval and payment of Pay Requests to Contractor and/or subcontractors as appropriate
- d. Additional Construction Observation and/or meetings as requested shall be completed at time and materials.

#### 5.0. Project Communication

- a. Correspondence shall be provided to one (1) point of contact.
- b. One (1) Design Review meeting shall be provided with the Village of Villa Park if needed.
- c. Three (3) Construction Observation meetings are proposed as described in 4.0 above.
- d. Other meetings if needed are not included and if needed would be charged time and materials.

#### 6.0. Items Not Included:

- a. Permitting, CADD drafting other than described above, and/or Engineering Services other than described above are not included and will be provided by Others or under separate contract.
- b. We assume that no agencies will require a hydrologic or hydraulic model evaluation for permit approval.
- c. Topographic maps or surveys, if required, are not included.
- d. Changes in engineering services by LWC resulting from changes to proposed site civil design by others are not included. Site civil design changes by others that would result in substantive changes to engineering services provided by LWC shall be billed on a time and materials basis.
- e. Design, correspondence, or other assistance related to Change Order services are not included and will be billed time and materials if directed by the Village of Villa Park.
- f. Wetland delineations are not included and if needed would be provided by others, or under separate contract.
- g. Meetings and/or Presentations other than described above are not included.
- h. We strongly recommend that Native Plant Maintenance & Monitoring Observation be provided for control of invasive species and evaluation of the establishment of native plantings relative to permitted Vegetative Performance Standards. Based on our experience, bioswales or other sites without effective native plant maintenance are subject to failure (excessive weed coverage, nuisance aesthetics, etc.). Maintenance & Monitoring Observation Services are not included and would be provided under separate contract.
- i. LWC has no supervisory responsibility in the proposed project. LWC shall notify one (1) point of contact with the Village of Villa Park to review discrepancies which we observe between field construction and the approved Plans and Specifications.
- j. The Contractor shall be responsible to ensure that proposed bioswale installation practices conform to Engineering Plans and Specifications, and permit agency requirements. For example, it is possible that site surveys may be needed by the Contractor to provide verification that proposed stabilization improvements conform to Cross Sections on the Engineering Plans. The Contractor shall be responsible for the guarantee all workmanship, materials, and satisfactory installation of improvements.
- k. Responsibility for avoidance of damage to facilities, utilities, roadways, or equipment shall be the responsibility of the Contractor and is not included.

Any other items which are included in the Contractor's signed contract designated to be the responsibility of the Contractor are not included.

- l. Design, supervision, or other assistance related to Change Order services are not included and will be billed time and materials if directed by the Village of Villa Park.
- m. LWC has no control of or responsibility for the means, methods, techniques, procedures or sequences of construction.
- n. LWC has no responsibility for the failure of any Contractor to perform the work in accordance with the contract documents
- o. LWC has no responsibility to devise, implement or enforce any safety precautions or programs for the project.
- p. LWC is not required to make exhaustive or continuous inspections of the work and LWC is not required to ensure proper construction methods or safety precautions or to see that construction documents are followed.
- q. LWC assumes no responsibility whatsoever for the capability of the proposed bioswale / bioretention project to improve or resolve any existing or future potential residential or municipal flooding issues within the project site, or in upstream or downstream areas. It is our understanding this is primarily a water quality improvement project, with minimal expected benefits during flood events.

#### 7.0 Items to be Provided by Village of Villa Park

- a. Engineering Plans and topographic survey in pdf and CADD and permit correspondence shall be provided by the Village of Villa Park.
- b. Available stormwater data including but not limited to storm sewer maps, topographic maps, catchment / sub-watershed drainage area draining to various parts of the bioswale (upstream end, downstream end) shall be provided by the Village of Villa Park, if needed.
- c. Construction Observation for implementation of the Planting Plan is not included but could be provided as described under 9.0 Costs below.
- d. Construction observation of erosion and sediment control practices.
- e. Review and/or processing Contractor Pay Requests.
- f. Site Access, and any other items which may be helpful to our completion of this work.
- g. CADD drafting based on our redline markup of CADD document shall be provided by the Village of Villa Park.
- h. We request that our company logo, name, and address for Living Waters Consultants be inserted into the CADD drawing engineering plans for partial credit on work assisted by LWC.
- i. Primary Site Engineering Construction Observation responsibility shall be provided by the Village of Villa Park.

#### 8.0. Schedule

We understand that options for construction may range from fall 2014 through spring 2015. Tradeoffs for these options can be discussed in more detail.

9.0. Costs:

The Scope of Services for as described above shall be completed for \$4,850 not to be exceeded without consent of Client. See Items Not Included Above.

Option 1:

- Provide markup revisions directly in AutoCAD, and/or other available digital files = \$ 1,750

Option 2:

- We recommend consideration of resident meetings and/or public presentations to educate and inform residents regarding aesthetic changes associated with native plants = Billed at time and materials (\$123 / hr).

Option 3:

- Planting Plan Construction Observation = \$ 1,950

Option 4:

- Year 1 Native Plant Maintenance Observation = \$1,500 / yr

Engineering Plans and Specifications would describe the types, quantities, and locations of proposed native plant species to be installed. Moreover, Specifications describe the Vegetative Performance Standards for the Contractor. LWC proposes to assist with field review and coordination with the Contractor and the Village of Villa Park, for three (3) site observations during the growing season (April through October) in calendar Year 1 following substantial completion of construction. (If required, native plant monitoring reports are not included and would be provided under separate contract.)

Option 5:

- Native Plant Maintenance Contracting Services by LWC= to be determined.

Option 6:

- If needed, we will provide correspondence with DuPage County regarding recommended revisions to the Planting Plan = Billed at time and materials (\$123 / hr).

Invoices are due within 45 days. Any services rendered in excess of the specified Scope of Services shall be performed with consent of Client and billed according to the Professional Fee Schedule. Prices quoted assume that an acceptable contract is placed with Living Waters Consultants, Inc. within forty-five (45) days from the date of this proposal. Late fees of 1.5% shall be applied to invoices unpaid after 30 days.

B. Related Services

Related services which may be provided under separate contract include:

Permitting Assistance

Long-Term Monitoring for Water Quality, Vegetation, and Wildlife

## LIVING WATERS CONSULTANTS, INC. PROFESSIONAL SERVICES AGREEMENT

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This Agreement is entered into this 23th day of May, 2014 by and between The Village of Villa Park hereinafter referred to as "CLIENT" and LIVING WATERS CONSULTANTS, INC. (LWC).

**Upon approval, please sign pages 4 and 6.**

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In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Services.** The specific scope of services (the "Services") to be performed by LIVING WATERS CONSULTANTS, INC. ("LWC") for the CLIENT shall be as described and authorized in the fully executed service order ("Service Order") attached hereto as Exhibit A which defines the scope of services for the project (the "Project"). If additional services are requested by Client for the Project, a serially-numbered Service Order to this Agreement shall be prepared by LWC and submitted to the CLIENT's designated representative for review and written approval prior to initiation of additional services on the Project. All Services authorized by Service Order(s) pursuant to this Agreement shall be subject to the terms of this Agreement unless further modified in writing by mutual consent of the parties in said Service Order. LWC shall not be responsible for directing or controlling the activities of the contractors, subcontractors or any other parties not engaged by LWC. LWC shall have no responsibility for means, methods, techniques or sequences of construction or for safety precautions or programs in connection with the work at the project site.
2. **Compensation for Services.** (a) Services shall be invoiced in accordance with the provisions of the Service Order(s) and Professional Fee Schedule herein. Unless otherwise stated in writing, any cost estimate for Services is for budgeting purposes only and is not a fixed price. If it becomes apparent that the budgetary estimate is not sufficient to complete the Project in a satisfactory manner, the CLIENT shall be so advised by LWC. Once so advised, unless prior written notification is received to stop services, all costs incurred in connection with the Project, regardless of whether they are less or greater than the respective cost estimates shall be paid by CLIENT. Any additional services not specifically identified Exhibit A are additional services and shall be provided upon authorization by CLIENT and agreement by LWC. Compensation for additional services shall be at LWC's standard hourly rates unless otherwise agreed to in writing by CLIENT and LWC.
3. **Invoices and Payments.** Invoices shall be submitted monthly or upon completion of Services, whichever occurs first, and payment is due upon receipt of the invoice. A one and one-half percent (1.5%) per month service charge shall be added to all accounts which are not paid by CLIENT within thirty (30) calendar days of date of receipt of invoice by CLIENT. All payments should be remitted to: Living Waters Consultants, Inc. 16 W. 455 South Frontage Road, Suite 119, Burr Ridge, IL 60527.

4. **Confidentiality.**

(a) Each Party shall retain as confidential all information so designated on its face as "Confidential" delivered to it by the other party, which (i) relate to technologies, formulae, procedures, processes, methods, trade secrets, ideas, improvements, computer programs, and similar information not previously known to the receiving party or in the public domain.. Confidential information shall not be disclosed to any third party, unless required by law or unless necessary to perform the Services described in the Service Order.

5. **Representations, Warranties and Covenants of LWC.** LWC shall perform its Services consistent with the standard of professional practice reasonably expected from professional performing similar services under similar conditions at the locale of the Project. LWC MAKES NO WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY LWC TO CLIENT PURSUANT TO THIS AGREEMENT.

6. **Ownership of Deliverables.**

(a) All Project deliverables (the "Deliverables") including, but not limited to, any and all reports, drawings, plans, designs and specifications prepared by LWC pursuant to this Agreement are part of the Services contracted for by CLIENT and are the property of LWC. including all intellectual property rights therein. Provided CLIENT performs its obligations pursuant to this Agreement, including prompt payment of all sums when due, LWC grants to CLIENT a non-exclusive, nontransferable license to use the Deliverables in connection with the completion of the Project and for no other purpose.

Deliverables shall not be used by CLIENT, its employees, agents or contractors on any additions or extension of the Project or on any other project without the prior written authorization of LWC. CLIENT releases LWC from all claims, loss or liability resulting from CLIENT's unauthorized use of Deliverables and shall indemnify LWC against all claims, loss or liability arising from such use.

LWC's Deliverables comprise the printed hard copy of final reports, drawings, plans, specifications and other documents required by this Agreement. Any use of electronic deliverables is at user's sole risk and responsibility.

7. **Insurance.** LWC maintains the following insurance coverages:

<u>Type</u>	<u>Limits</u>
Workers' Compensation/Employer's Liability	Statutory/\$1,000,000
Professional Liability	\$1,000,000 per claim/agg.

8. **Limitation of LWC's Liability to CLIENT.**

CLIENT agrees, to the fullest extent permitted by law, to limit the liability of LWC to the CLIENT or anyone claiming through the CLIENT for any and all claims, suits, losses, costs, expenses, or damages of any nature whatsoever, including attorney's fees and costs, so that the total aggregate liability of LWC to the Client for any claim or claims arising from LWC's Services or this Agreement shall not exceed the available proceeds of insurance coverage for such claim. It is specifically agreed by and between CLIENT and LWC that no employee of

LWC shall be named individually in any suit, claim or have any personal liability arising out of performance of this Agreement or any services provided by LWC.

(a) In no event shall LWC be responsible for any incidental, indirect, or consequential damages (including loss of profits), incurred by CLIENT as a result of LWC's performance or nonperformance of any Services.

(b) All claims, whether based on contract, tort, statute, or otherwise shall be deemed waived unless made by CLIENT in writing and received by LWC within one (1) year after CLIENT knew or should have known of its existence but, in no event, shall any claim be asserted by CLIENT later than three (3) years after LWC's completion of the Services with respect to which the claim is made.

(c) LWC is not responsible for any changes, modifications or alterations made to its work product, including plans and specifications without the express written consent of LWC to such changes, modifications or alterations. CLIENT agrees to release LWC from any liability arising out of such changes, modifications or alterations and to indemnify and hold LWC harmless from any claims, demands or damages by third parties, including attorneys fees, costs and expenses, arising from such changes.

9. **Right of Entry.** CLIENT shall provide for LWC's right to enter from time to time property owned by CLIENT and/or others in order for LWC to perform the agreed work. CLIENT understands that use of equipment may cause some damage to such property, which LWC will use best efforts to minimize. CLIENT waives any claim against LWC, and agrees to indemnify, defend, and hold LWC harmless from any claim or liability for injury or loss allegedly arising from procedures associated with the work, unless caused by a negligent or willful act or omission by LWC.

10. **Opinions of Costs.** Any estimates or opinions of probable cost of construction or evaluations of CLIENT's budget for the Project represent LWC's judgment as a design professional. It is recognized, however, that neither LWC nor CLIENT has control over the cost of labor, materials or equipment, the contractor's methods of determining bid prices or competitive bidding, market or negotiating conditions. Accordingly, LWC cannot and does not warrant or represent that bids or negotiated prices will not vary from the CLIENT'S budget for the Project or from an estimate or opinion or evaluation prepared by LWC.

11. **Termination, Suspension or Abandonment.**

(a) This Agreement may be terminated by either party upon seven (7) days written notice, should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the terminating party.

(b) If CLIENT fails to pay LWC for Services when due, LWC may, upon seven (7) days written notice to CLIENT, suspend performance of Services under this Agreement. In the event of suspension of Services, LWC shall have no liability to CLIENT for delay or damage caused CLIENT because of such suspension of Services.

(c) Irrespective of which party shall effect termination or the cause therefore, CLIENT shall, within thirty (30) calendar days of such termination of this Agreement, pay LWC for the Services rendered and costs incurred, in accordance with LWC's Professional Fee Schedule. Services and the associated costs shall include those rendered up to the time of termination, as well as those associated with any such termination including, but not limited to, demobilization costs.

12. **Force Majeure.** Neither party to this Agreement shall be liable to the other for any loss, cost, or damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this Agreement where the causes of such failure shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

13. **Entire Agreement.** This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent it expressly incorporates, or is incorporated into, this Agreement. This Agreement may be amended only by written instrument executed by both parties hereto.

14. **Governing Law.** It is agreed that this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

15. **Interpretation and Enforcement.** This Agreement shall not be modified except by written agreement signed by both CLIENT and consultant. This agreement shall be binding upon the CLIENT and consultant, their heirs, successors, and assignees.

16. **Assignment of Rights.** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

17. **Relationship of Parties.** The relationship between CLIENT and LWC is one of independent contractor. The duties, responsibilities and work product, including, but not limited to, reports, plans, specifications and other documents of LWC are for the use and benefit of CLIENT only and no other person or party may use or rely on such work product without the express written consent of LWC.

16. **Disputes.** All disputes between the parties arising under this Agreement shall be submitted to binding arbitration before a single arbitrator pursuant to the then applicable commercial arbitration rules of the American Arbitration Association. The hearing of any such arbitrated dispute shall be in Chicago, Illinois or such other place as the parties may mutually agree. In any such proceeding, the prevailing or substantially prevailing party shall be entitled to recover, as part of its damages, its reasonable attorneys' fees, experts' fees, and expenses.

CLIENT

LIVING WATERS CONSULTANTS, INC.

By: *Vydas Juskelis* (v.v.)

By: *Ted Gray*  
Ted R. Gray

Its: PUBLIC WORKS DIRECTOR  
7/3/2014

Its: Engineer & Eco-Hydrologist

**LIVING WATERS CONSULTANTS, INC.**

## 2014 Professional Fee Schedule

ENGINEER & ECO-HYDROLOGIST	_____	\$123/HR
WATER RESOURCES ENGINEER	_____	\$120/HR
PROJECT MANAGER	_____	\$110/HR
LANDSCAPE ARCHITECT	_____	\$110/HR
ECOLOGIST	_____	\$95/HR
WETLAND SCIENTIST	_____	\$95/HR
WATER QUALITY TECH.	_____	\$95/HR
LAKE SCIENTIST	_____	\$95/HR
SURVEYOR FOREMAN	_____	\$95/HR
SURVEYOR TECHNICIAN	_____	\$55/HR
EXPERT WITNESS	_____	\$275/HR
GIS TECHNICIAN	_____	\$85/HR
CADD TECHNICIAN II	_____	\$85/HR
CADD TECHNICIAN I	_____	\$40/HR
MAINTENANCE FOREMAN	_____	\$90/HR
MAINTENANCE LABOR	_____	\$45/HR
OFFICE MANAGER	_____	\$35/HR
MILEAGE	_____	\$0.55/MILE

**EXHIBIT "A"  
WORK ORDER**

LIVING WATERS CONSULTANTS, INC. ("LWC") agrees to perform for CLIENT, on this specific Project, the Services described below. The Services shall be performed subject to and upon the terms and conditions set forth in the Professional Services Agreement (the "Agreement") dated 05/23/2014, by and between LWC and CLIENT, which Agreement is hereby incorporated into this Work Order.

PROJECT TITLE: \_\_\_\_\_ PER PROPOSAL DATED: 05/23/2014

**MONTEREY AVENUE BIORETENTION PROJECT – QA/QC  
ENGINEERING SERVICES**

SERVICES: \_\_\_\_\_ PER PROPOSAL DATED: 05/23/2014

TOTAL COST/TERMS: \_\_\_\_\_ PER PROPOSAL DATED: \_\_\_\_\_

EFFECTIVE DATE: 05/23/2014

PERIOD OF ACCEPTANCE: THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE VALID FOR A PERIOD NOT TO EXCEED 45 DAYS FOLLOWING MAILING OF THIS AGREEMENT TO CLIENT.

SPECIAL TERMS AND CONDITIONS: \_\_\_\_\_ PER PROPOSAL DATED: 05/23/2014

**AUTHORIZATION**

This Work Order and the scope of services (the "Services") defined herein are approved and LWC is hereby directed and authorized to proceed with the Services for the designated Project in accordance with the terms and conditions of the above-referenced Agreement.

Requested By:

Accepted By:

**CLIENT**

**LIVING WATERS CONSULTANTS, INC.**

By: *Vydas Juskelis (v.v.)*

By: *Ted Gray*  
Ted R. Gray

Title: PUBLIC WORKS DIRECTOR

Title: Engineer & Eco-Hydrologist

Date: 7/3/2014

Date: 05/23/2014