

This is an **Agreement** effective as of April 19, 2019 [“**Effective Date**”] between City of Glens Falls [“**Client**”], a municipal corporation, having its principal place of business at 42 Ridge Street, Glens Falls, New York 12801, and Arcadis of New York, Inc., [“**ARCADIS**”] a corporation chartered under the laws of the State of Delaware, having its principal place of business at 630 Plaza Drive, Highlands Ranch, Colorado 80129 and an office at 855 Route 146, Suite 210, Clifton Park, New York 12065.

The Client intends to perform an engineering study to improve the operation of the Henry Street Pump Station [“**Project**”].

Client engages ARCADIS to provide professional engineering services in support of its Project [“**Services**”].

The location of the Project is Glens Falls [“**Site**”], New York [“**State**”].

ARCADIS’s Services for the Project are described generally as follows: Perform an inflow and infiltration study of the Henry Street Pump Station and its tributary sewers as well as evaluate the force main from the Henry Street Pump Station and the force main from the Finch Paper sanitary sewer pump station.

In consideration of the mutual promises herein, Client and ARCADIS agree that the terms and conditions of this Agreement are the following:

1 BASIC SERVICES

- 1.1 **Scope.** ARCADIS shall provide the Basic Services described in Schedule A. ARCADIS intends to perform the scope of services/work contemplated herein and in the contract documents through a combination of its own employees and employees of its affiliates, and the use of such affiliate labor shall not be deemed a subcontract for purposes of this Agreement. ARCADIS' obligations under this Agreement are solely for the benefit of Client and no other party is intended to benefit or have rights hereunder.
- 1.2 **Standard of Care.** ARCADIS shall perform the Services under this Agreement at the level customary for competent and prudent engineers performing such services at the time and place where the Services are provided [“**Standard of Care**”]. These Services will be provided by licensed engineers and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.3 **Instruments of Service.** ARCADIS is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of its Services including designs, drawings, specifications, reports [“**Service Instruments**”] and other services provided under this Agreement.
- 1.4 **Indemnification.** ARCADIS agrees to indemnify and hold Client harmless from all losses and damages resulting from ARCADIS's failure to meet the Standard of Care.
- 1.5 **Subcontractors.** Any subcontractors and outside associates or consultants to be engaged by ARCADIS under this Agreement are limited to those identified in Schedules A and B, or as Client specifically approves during the performance of this Agreement.

2 ADDITIONAL SERVICES

- 2.1 **Scope.** ARCADIS will provide the **Additional Services** described in Schedule B when authorized in writing by Client.
- 2.2 **Excluded Services.** Client acknowledges the Services provided by Arcadis hereunder do not and shall not include: (1) serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) the practice of law or other legal services; (4) nor any form of professional accounting or insurance advisory services.

3 SECTION 3 -- CLIENT'S RESPONSIBILITIES

Unless stated otherwise in Section 8, Client shall do the following in a timely manner:

- 3.1 **Client's Representative.** Designate a representative having authority to give instructions, receive information, define Client's policies, and make decisions with respect to the Services.
- 3.2 **Services Criteria.** Provide all criteria and information as to Client's requirements for the Services, including objectives, concepts, constraints, and performance requirements, and any budgetary limitations.
- 3.3 **Data.** Give ARCADIS all available information, including previous reports and any other data in the possession of Client relative to the Services. These data may include (1) data prepared by others, including borings, subsurface explorations, hydrographic surveys, and laboratory tests and inspections of samples, materials and equipment, (2) appropriate professional interpretations of such data, (3) environmental assessments and impact statements, (4) property, boundary, easement, right-of-way, topographic and utility surveys, (5) property descriptions, zoning, deed and other land use restrictions, and (6) other necessary special data or consultations. ARCADIS may rely on the accuracy and completeness of the supplied data.
- 3.4 **Access.** Arrange for ARCADIS to enter upon public and private property as necessary.
- 3.5 **Review.** Examine the Service Instruments and obtain the advice of attorneys, insurance counselors or other consultants as Client thinks appropriate. Render written decisions concerning the Service Instruments within a reasonable time. Client expressly acknowledges and agrees that the Services provided do not and shall not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) the practice of law or other legal services, nor any form of insurance advisory services.
- 3.6 **Expert Advice.** Provide legal, accounting, insurance or other necessary advisory services for the Services. Client expressly acknowledges and agrees that the Services provided do not and shall not include the practice of law or other legal services, nor any form of professional accounting or insurance advisory services.
- 3.7 **Permits.** Furnish approvals and permits from governmental authorities or other entities having jurisdiction over the Services and approvals from others as may be necessary for the timely completion of the Services.
- 3.8 **Services Developments.** Give prompt written notice to ARCADIS whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of ARCADIS's services.

4 PERIODS OF SERVICE

- 4.1 **Time of Performance.** Sections 4 and 5 anticipate the orderly and continuous progress of the Services. The time of performance contemplated is the period which should reasonably be required for the completion of the Services.
- 4.2 **Delays.** If Schedule A specifies periods of time for performance of services or specific dates by which services are to be completed and if such periods or dates are exceeded through no fault of ARCADIS, the compensation specified under Section 5 shall be subject to equitable adjustment.
- 4.3 **Start of Performance.** ARCADIS will start the Basic Services upon authorization by Client. Unless otherwise stated in this Agreement, signing of this Agreement by both Client and ARCADIS will constitute such authorization. If Client elects to authorize ARCADIS to proceed before signing this Agreement, ARCADIS shall be paid as if the services had been performed after both parties signed the Agreement.
- 4.4 **Completion of Performance.** For the purposes of final payment under Section 5, completion of ARCADIS's services will occur upon delivery of the final report as specified in Schedule A or B, as appropriate.
- 4.5 **Force Majeure.** If a force, event, or circumstance beyond ARCADIS's control interrupts or delays ARCADIS's performance, the time of performance of the Basic or Additional Services shall be equitably adjusted.

5 COMPENSATION

- 5.1 **Basic Services.** Client shall pay ARCADIS the Amount stated in invoices issued in accordance with Schedule C [**Pricing Schedule**] for actual work performed and Reimbursable Expenses incurred during the period covered by the invoice. ARCADIS shall be entitled to invoice for affiliate labor in the same manner as it invoices its own employees. Invoices are due and payable within 30 days after receipt by Client. Client's payments shall be in the form and shall be sent to the ARCADIS address as described in the invoices.

5.2 Additional Services. Client shall pay ARCADIS for Additional Services actually performed pursuant to Client's authorization and invoiced in accordance with the Pricing Schedule.

5.3 Litigation Services. If Client requires ARCADIS' services either as a witness in, or support of, litigation or other dispute resolution procedures between Client and a third party, ARCADIS will provide such services in accordance with a Pricing Schedule for litigation services. In addition Client will promptly reimburse ARCADIS for its reasonable fees and expenses (including without limitation attorney's fees and other legal costs incurred by ARCADIS in response to a subpoena, or request for the production of documents, for any appearance at a deposition, trial or other legal proceeding) – provided ARCADIS is not a named party to such legal proceeding.

5.4 Delay or Termination.

5.4.1 If Client delays the performance of, or payment for, services under this Agreement for more than 3 months for a reason(s) other than ARCADIS's fault, ARCADIS may suspend performance until it receives payment in full for services rendered and expenses incurred to the date of suspension.

5.4.2 If Client terminates this Agreement prior to completion of the Basic Services, ARCADIS shall be paid in full for services rendered and expenses incurred to the date of termination, including reasonable demobilization and termination expenses.

5.5 Disputed Amounts. Notwithstanding the provisions of Section 7, if Client disputes an item(s) or amount(s) contained in an invoice, Client agrees to pay the balance of the undisputed invoiced amounts to ARCADIS in accordance with Schedule C.

5.6 Collection. Any reasonable attorneys' fees or other reasonable costs incurred by ARCADIS in collection of delinquent amounts shall be paid by Client.

6 OPINIONS OF CONSTRUCTION COST

6.1 Construction Cost. If the Service Instruments includes an estimate of the cost of constructing a facility [**Construction Cost**], that cost includes the total cost to Client of those portions of the Project described in the Service Instruments. Construction Cost will not include ARCADIS's compensation and expenses, the cost of land, rights of way, or compensation for properties. Construction Cost will also not include Client's legal, accounting, or insurance counseling services, or interest and financing charges incurred in connection with the Project, or the cost of services to be provided by others under paragraph 3.6 unless otherwise specified in Schedule A.

6.2 Opinions of Cost. ARCADIS's opinion of probable Construction Cost is made on the basis of ARCADIS's experience and qualifications and represents ARCADIS's judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. ARCADIS does not guarantee that proposals, bids or actual Project cost will not vary from ARCADIS's opinions of probable Construction Cost.

7 GENERAL CONSIDERATIONS

7.1 Changes. By written notice at any time, Client may change the Basic Services, provided such changes are within the general scope of the services contemplated by this Agreement. In such event, an equitable adjustment both in the compensation for and time of performance of the Agreement shall be made in writing prior to ARCADIS's performing the changed services.

7.2 Confidentiality. ARCADIS will hold secret and confidential all information designated by Client as confidential [**Confidential Information**]. ARCADIS will not reveal Confidential Information to a third party unless:

7.2.1 Client consents in writing;

7.2.2 the information is or becomes part of the public domain;

7.2.3 ARCADIS lawfully possessed the information before receipt from Client;

7.2.4 applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or

7.2.5 failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

7.3 Professional Service. The Service Instruments furnished under this Agreement are the tangible results of ARCADIS's professional services for the Services and ARCADIS shall have the right to use or reuse and retain the copyright of the Service Instruments for its purposes and at its sole risk, without liability to Client

7.3.1 **Reuse.** ARCADIS does not represent the Service Instruments to be suitable for reuse by Client or others for extensions of the Services or on any other project. Any reuse without written verification or adaptation by ARCADIS for the specific purpose intended is at Client's sole risk, without liability to ARCADIS. Any such verification or adaptation will entitle ARCADIS to compensation at rates to be agreed on by Client and ARCADIS.

- 7.3.2 **CADD.** ARCADIS may provide information related to the Service Instruments in computer-assisted design and drafting format [CADD] to Client. CADD is derived in part from computer software for which ARCADIS is licensed. These licenses are not transferable. Any unlicensed reuse of CADD may subject the user to liabilities to the software licensor.
- 7.3.3 **Electronic Media.** Either party to this Agreement may rely on the data or information set forth on paper (also known as “hard copies”) that the party receives from the sending party by mail, hand delivery, or facsimile as items the sending party intended to send. Data or information sent in electronic media format by one party to the other party are furnished only for the convenience of the receiving party and shall not be relied upon by the receiving party. If there is a discrepancy between the data received in electronic media format and the hard copies, the hard copies govern. Any conclusion or information obtained or derived from the data in electronic media format shall be at the user’s sole risk. When transferring documents in electronic media format, the sending party makes no representations as to the long term compatibility, usability, or readability of such documents resulting from the use of software, application packages, operating systems or computer hardware differing from those used by the document’s creator.
- 7.4 **Insurance.** ARCADIS will maintain **insurance** against the following risks during the term of the Agreement:
- 7.4.1 workers compensation in statutory amounts and employer's liability for ARCADIS's employees' Services-related injuries or disease;
- 7.4.2 general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from ARCADIS's performance under this Agreement; and
- 7.4.3 professional liability in the amount of \$1,000,000 for legal obligations arising out of ARCADIS's failure to meet the Standard of Care.
- 7.5 **Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State.
- 7.6 **Successors.** This Agreement is binding on the successors and assigns of Client and ARCADIS. The Agreement may not be assigned in whole or in part to any third parties without the written consent of both Client and ARCADIS.
- 7.7 **Independent Contractor.** ARCADIS represents that it is an independent contractor and is not an employee of Client.
- 7.8 **Disputes.** If any dispute arises out of or relates to this Agreement, or the breach thereof, then in the first instance, representatives of both parties shall endeavor in good faith to negotiate a settlement of the dispute. If such dispute cannot be settled through direct discussions by such representatives of the parties, then higher level representatives of both parties shall endeavor in good faith to negotiate a settlement of such dispute. If such dispute cannot be settled through direct discussion by such higher level representatives of the parties, then the parties agree to submit the matter to mediation before having recourse to a judicial forum. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission.
- 7.9 **Notices.** Written notices may be delivered in person or by certified mail, by facsimile, or by courier. Such notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the cover page of this Agreement. An address may only be changed by written notice.
- 7.10 **Applicable Law.** ARCADIS and Client shall comply with all applicable federal, state and local laws, regulations or orders issued under such laws prohibiting any form of kickback, bribery or corrupt practices as defined in the Anti-Kickback Act of 1986, the Foreign Corrupt Practices Act and all other applicable federal, state, local laws, regulations or orders issued under such laws regarding kickbacks, bribery or corrupt practices. If applicable to this Agreement, ARCADIS will comply with the requirements of:
- 7.10.1 the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended,
- 7.10.2 Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and
- 7.10.3 all other federal, state and local laws and regulations or orders issued under such laws.
- 7.11 **Entire Agreement.** This Agreement, including any schedules, attachments and referenced documents, is the entire agreement between Client and the ARCADIS. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by Client and ARCADIS.
- 7.12 **Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.
- 7.13 **Effective Date.** Unless stated otherwise in Schedule A, this Agreement is effective on the date shown on the cover page.

8 SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

8.1 Special Provisions. This Agreement is subject to the following special provisions:

8.1.1 None

8.2 Schedules. The following **Schedules** are attached to and made a part of this Agreement:

8.2.1 **Schedule A** "Scope of Basic Engineering Services and Related Matters"

8.2.2 **Schedule B** "Additional or Optional Engineering Services"

8.2.3 **Schedule C** "Pricing Schedule"

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

Water/Wastewater Study Phase Services

Between City of Glens Falls and Arcadis of New York, Inc.

Project Number: 06405008.0000

Execution Authority. This Agreement is a valid and authorized undertaking of Client and ARCADIS. The representatives of Client and ARCADIS who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

CITY OF GLENS FALLS

ARCADIS OF NEW YORK, INC.

Date 4/23/19

Date April 18, 2019

By Daniel Hill

By Daniel Lewinter

Title MAYOR

Title Senior Vice President

Witness Bernadette No. Gray

Witness [Signature]

Address for Giving Notices:

City of Glens Falls, Attn: Mayor's Office
42 Ridge St. 2nd Floor
Glens Falls, NY. 12801

Address for Giving Notices:

ARCADIS U.S., Inc.
44 South Broadway, 15th Floor
White Plains, New York, 10601
Attn: Legal Department

Schedule A

Scope of Basic Engineering Services and Related Matters

Task 1 Project Management and Coordination

- 1.1 Arcadis will meet with the Client to discuss metering locations and installation methods.
- 1.2 Arcadis will meet with the Client after sixty (60) days of flow metering or earlier if a sufficient number of precipitation events occurred.
- 1.3 Arcadis will coordinate activities to be performed by Arcadis, Client, and subcontractors.
- 1.4 Arcadis will prepare a figure indicating extent of investigative field activities including CCTV inspection, manhole inspections, and smoke testing, and will review this figure with Client during a project kick-off meeting.
- 1.5 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, in no event shall either Client or Arcadis be liable to the other party for any incidental, indirect, punitive or consequential damages including, but not limited to, loss of revenues or profits, cost of capital, loss of use or opportunity, cost of substitute facilities, good or services arising out of, resulting from, or in any way related to the Project, Services, or this Agreement.

Task 2 Henry Street Pump Station Force Main Evaluation

- 2.1 Arcadis will evaluate available options for the replacement or rehabilitation of the existing force main from the Henry Street Pump Station. Options to be considered will be alternatives for routing a new force main, pipe material, and the impact these will have on the existing pump station operations.
- 2.2 Arcadis will prepare technical memorandum detailing the alternative evaluation and provide recommendation for the force main replacement along with a capacity improvement analysis and an Association for the Advancement of Cost Estimating International (AACEI) Class 4 cost estimate. The technical memorandum will be formatted in general conformance with NYS EFC EPG requirements.

Task 3 Sewer Evaluation – Sanitary and Storm Sewers

- 3.1 Arcadis will provide coordination and administrative services to facilitate closed circuit television (CCTV) inspection of the sanitary sewers and storm sewer to be performed by a subcontractor.
- 3.2 Arcadis will identify locations for CCTV and will review these locations with Client prior to engaging a subcontractor. Arcadis will complete a mapping grade GPS survey with sub-foot horizontal accuracy of the sanitary manholes tributary to the Henry Street Pump Station. The subcontractor performing the CCTV inspections will provide Arcadis video footage and Pipeline Assessment Certification Program (PACP) reports of the inspections for detailed review.
- 3.3 Arcadis will coordinate with a subcontractor to perform cleaning and CCTV inspection for a daily rate. Total subcontracted CCTV and cleaning services is limited to six (6) 8-hour days. Arcadis encourages Client to start cleaning the sewers believed to have the most debris prior to subcontractor engagement to maximize the length of sewer that can be inspected and to prevent delays associated with sewers requiring heavy cleaning.
- 3.4 Arcadis will request a minimum of three quotes for CCTV and cleaning services from subcontractors with the goal of utilizing a M/WBE subcontractor to adhere to the NYS EFC EPG requirement of 30 percent M/WBE utilization.
- 3.5 Arcadis will update the Client's GIS with the GPS survey of the sanitary manholes collected.
- 3.6 Arcadis will perform manhole inspections for three (3) 8-hour days with the assistance of Client. At least one person must be provided by Client for each day of Arcadis manhole inspections.
- 3.7 Arcadis will record manhole inspections digitally on a tablet using Fulcrum software. These inspections will include photos and a condition assessment of the manholes.
- 3.8 The Fulcrum form will be provided to the Client for future use. Client will need to pay a monthly access fee for Fulcrum for usage. Currently the monthly fee for Fulcrum is \$35. Data from Fulcrum may be downloaded to a database by Arcadis upon Client request.
- 3.9 Arcadis will prepare a technical memorandum providing recommendations for sewer and manhole rehabilitation and cross connections, as well as identifying illicit connections and unused or abandoned sewers. The technical memorandum will include an AACE Class 4 cost estimate. The technical memorandum will be formatted in general conformance with NYS EFC EPG requirements.

Task 4 Finch Paper Force Main

- 4.1 Arcadis will use a combination of four methods to locate the Finch Paper force main and identify where it discharges to the gravity sewer on Oakland Avenue, namely, induction, metal detection, use of a push camera, as well as test pitting performed by the Client.
- 4.2 Arcadis will request pump information from Finch Paper for their sanitary pump station.
- 4.3 Arcadis will evaluate available options for the replacement of the existing force main from the Finch Paper sanitary pump station. Options to be considered will include routing a new force main, pipe material, locating a permanent flow meter, and the impact these will have on the existing pump station operations.
- 4.4 Arcadis will prepare technical memorandum detailing the alternative evaluation and provide recommendation for the force main replacement along with a capacity improvement analysis and an AACEI Class 4 cost estimate. The technical memorandum will be formatted in general conformance with NYS EFC EPG requirements.

Task 5 Flow Metering

- 5.1 Up to five temporary flow meters will be installed in the Henry Street Pump Station sewershed to monitor the flows during dry and wet weather conditions for sixty (60) days or less.
- 5.2 The Client will provide Arcadis with one-minute flow data in excel format from the Henry Street Pump Station and from the Client's two rain gauges.
- 5.3 To capture wet weather conditions, precipitation events of at least 1-inch during a 24-hour period are required. If a precipitation event of 1-inch during a 24-hour period is not captured during the sixty (60) day period, the flow meters may remain installed for additional time, pursuant to Schedule C, Pricing Schedule with a written authorization from the Client.
- 5.4 Arcadis will compile data from wet weather events and compare it to typical dry weather patterns to quantify rainfall derived infiltration and inflow (RDII).
- 5.5 Flow and rainfall data for each site will be reviewed to assess the completeness by utilizing a set of guidelines and tools. This will help identify suspect data and increase overall data confidence.
- 5.6 A flow meter's accuracy may vary plus or minus 10 to 20 percent. The following statistical analyses will be performed:
 - Statistical summaries (average, peak, etc.)
 - Base flow patterns
 - Quantify the magnitude of RDII
 - Capture ratios
- 5.7 Flow data and a technical memorandum summarizing the results of the metering and recommendations for follow-up investigations will be submitted to the Client. The technical memorandum will be formatted in general conformance with NYS EFC EPG requirements.

Task 6 Storm Sewers

- 6.1 Arcadis will coordinate smoke testing to be performed by a subcontractor. A subcontractor will blow smoke into the sewers and Arcadis staff will document the locations of the smoke emissions.
- 6.2 Residents will be notified of smoke testing by the Client. Arcadis will print and furnish door hangers to Client.
- 6.3 Arcadis will request a minimum of three quotes for smoke testing services from subcontractors with the goal of utilizing a M/WBE subcontractor to meet the NYS EFC EPG requirement of 30 percent M/WBE utilization.
- 6.4 Total subcontracted smoke testing services is limited to two (2) 8-hour days.
- 6.5 Arcadis will provide a technical memorandum summarizing the results of smoke testing and provide recommendations to eliminate illicit connections. The technical memorandum will be formatted in general conformance with NYS EFC EPG requirements.

Schedule B
Additional or Optional Engineering Services

- B.1 The Scope of Additional or Optional Engineering Services consists this of page plus the following documents, attached and made part of this Agreement:
- a. In the event that Additional or Optional Engineering Services are identified and required under this Agreement at a later time, Client will provide ARCADIS written authorization to perform such Services.

**Schedule C
Pricing Schedule**

C.1 The Pricing Schedule consists of this page plus the following documents, attached and made part of this Agreement:

C.2 Terms of Payment

C.2.1

Multiplier. For Basic Services under Section 1, Client shall pay Arcadis on the basis of direct hourly rates for work actually performed, times a multiplier of 3.0.

The estimated cost of the Consultant's services under Section 1 is \$100,000.00.

C.3 Reimbursable Expenses. Except for certain in-house services, project expenses incurred with subcontractors and outside vendors will be invoiced at cost plus 10% to cover handling. These project expenses may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; and subcontracted services.

In-house services not subject to handling costs are:

Transportation:	Current IRS mileage reimbursement rate;
Specialty Equipment:	In accordance with a usage rate schedule
CCTV Inspection and Sewer Cleaning:	\$3,675.00 per day and Overtime (>8 hours/day) at \$525 per hour
Flow Monitoring Equipment:	\$483.00 per meter week
Smoke Testing:	\$3,150.00 per day

C.4 Invoices. ARCADIS will submit invoices to Client for each month during which services were performed. Invoices may include carrying charges at 1.5% per month for delinquent payments outstanding over 30 days and applicable sales or value-added taxes.