

## AGREEMENT TO FURNISH DESIGN ENGINEERING SERVICES FOR THE HIGHLINE WATER TRANSMISSION MAIN RELOCATION PROJECT

This agreement for design engineering services ("Agreement") is made and entered into this 6<sup>th</sup> day of June, 2006 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Dudek and Associates Inc. ("Consultant") who are sometimes individually referred to herein as a "Party" and together, as the "Parties."

In consideration of the mutual promises contained herein, City and Consultant agree as follows:

### ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to perform design engineering services in connection with City's Highline Water Transmission Main Relocation Project (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

### ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The Services which Consultant shall perform are more particularly described in Exhibit "A," entitled "Specific Services," which is attached hereto and incorporated herein by this reference.
- 2.2 Consultant shall comply with all applicable Federal, State and local laws and regulations in the performance of this Agreement including, but not limited to, the Americans with Disabilities Act, the Fair Employment and Housing Act and prevailing wage laws commencing at Labor Code section 1770 *et seq.* and non-discrimination laws including the American's with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification, or type of worker associated with the performance of the Services are on file at the City of Redlands office of the Municipal Utilities Department, Civic Center, 35 Cajon Street, Suite 15A (P.O. Box 3005 mailing), Redlands, California 92373.
- 2.3 Consultant acknowledges that if it violates the Labor Code provisions relating to prevailing wage, that City may enforce those provisions by issuing a notice of the withholding of contract payments to Consultant pursuant to Labor Code section 1771.6.

- 2.4 If Consultant executes an agreement with a subcontractor to perform any of the Services, Consultant shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Consultant acknowledges that the statutory provisions imposing penalties for the failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.
- 2.5 Consultant and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records' maintenance, certifications, retention and inspection.
- 2.6 Consultant acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.
- 2.7 If applicable, Consultant shall comply with the provisions of Labor Code section 1777.5 relating to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

### ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City will make reasonable provision for Consultant to enter upon City-owned property, as required by Consultant, to perform the Services.
- 3.3 City designates Lonny Young as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

### ARTICLE 4 - PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform the Services in a prompt and diligent manner and in accordance with the schedule set forth in Exhibit "B," entitled "Performance Schedule."
- 4.2 At any time during the term of this Agreement, City may request that Consultant perform Extra Services. As used herein, "Extra Services" means any work which is determined necessary by City for the proper completion of the project or work for which the Services are being performed, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Provided the Extra Work does not exceed twenty percent (20%) of the compensation to be paid by City to Consultant for the Services, such Extra Work may be agreed to by the Parties, by written amendment to this Agreement,

executed by City's City Manager. Consultant shall not perform, nor be compensated for, Extra Work without such written authorization from City.

#### ARTICLE 5 - PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultants performance of the Services shall not exceed the amount of Two Hundred Four Thousand One Hundred Fifteen Dollars (\$204,115). City shall pay Consultant on a time and materials basis up to the not to exceed amount, in accordance with Exhibit "C" entitled "Payment Schedule," and based upon the hourly rates shown in Exhibit "D," entitled "Rate Schedule." Both Exhibits "C" and "D" are attached hereto and incorporated herein by this reference.
- 5.2 Consultant shall submit monthly invoices to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses, if any. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultants invoice, provided the Services reflected in the invoice were performed to the reasonable satisfaction of City in accordance with the terms of this Agreement, provided that the number of hours of Services set forth in the invoice reflect the amount of time ordinarily expended for such Services by members of the profession currently practicing in the same locality under similar conditions, and provided further that all expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of the Agreement.
- 5.3 All notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

##### City

Lonny L. Young  
Municipal Utilities Department  
City of Redlands  
35 Cajon Street, Suite 15A  
PO Box 3005 (mailing)  
Redlands, CA 92373

##### Consultant

Kenneth King  
Dudek and Associates, Inc.  
605 Third Street  
Encinitas, CA 92024

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to who notices and payments are to be given by giving notice pursuant to this section 5.3.

## ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 All insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until all required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. All insurance policies shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to City.
- 6.2 Workers's Compensation and Employer's Liability.
- A. Consultant shall secure and maintain Workers's Compensation and Employer's Liability insurance throughout the duration of this Agreement in accordance with the laws of the State of California, with an insurance carrier acceptable to City.
- B. Consultant expressly waives all rights to subrogation against City, its elected officials, officers and employees for losses arising from work performed by Consultant for City by expressly waiving Consultant's immunity for injuries to Consultant's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by or on behalf of any employee of Consultant. This waiver is mutually negotiated by the Parties. This waiver shall not apply to any damage resulting from the sole negligence of City, its employees or agents. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of Consultant, its officers, agents and employees.
- 6.3 Hold Harmless and Indemnification. Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by Consultant's and its officers', employees' and agents' sole negligent acts or omissions in performing the Services.
- 6.4 Assignment. Consultant is expressly prohibited from assigning any of the Services without the express prior written consent of City. In the event of agreement by the Parties to assign a portion of the Services, Consultant shall add the assignee as an additional insured and provide City with the insurance endorsements required by this Agreement prior to the

performance of any Services by the assignee. Assignment does not include printing or other customary reimbursable expenses that may be provided for in this Agreement.

- 6.5 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the term of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.6 Professional Liability Insurance. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars (\$1,000,000) per claim made.
- 6.7 Business Auto Liability Insurance. Consultant shall have business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. Such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City. City shall be named as an additional insured.

#### ARTICLE 7 - CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the geographical area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
  - A. Does not make or participate in:
    - (i) the making or any governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;

- (ii) the issuance, denial, suspension or revocation of permits, licenses, applications, certifications, approvals, orders or similar authorizations or entitlements;
- (iii) authorizing City to enter into, modify or renew a contract;
- (iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
- (v) granting City approval to a plan, design, report, study or similar item;
- (vi) Adopting, or granting City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity participate in making a governmental decision or otherwise perform the same or substantially all the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

- 7.3 In the event City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file the subject Form 700 with the City Clerk's office pursuant to the written instructions provided by the Office of the City Clerk.

#### ARTICLE 8 - GENERAL CONSIDERATIONS

- 8.1 **Attorneys' Fees.** In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel of the Parties at rates prevailing in San Bernardino County, California.
- 8.2 **Prohibition Against Assignment.** Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.
- 8.3 **Documents and Records.** All documents, records, drawings, designs, cost estimates, electronic data files, databases and other documents developed by Consultant in connection with its performance of the Services, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.

- 8.4 Independent Contractor Status. Consultant is for all purposes under this Agreement an independent contractor and should perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Consultant shall supply all tools and instrumentalities required to perform the Services. All personnel employed by Consultant are for its account only, and in no event shall Consultant or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 8.5 Termination.
- A. Unless earlier terminated, as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.
- B. This Agreement may be terminated by City, in its sole discretion, by providing five (5) business days prior written notice to Consultant (delivered by certified mail, return receipt requested) of City's intent to terminate.
- C. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant.
- D. Upon receipt of a termination notice, Consultant shall immediately discontinue its provisions of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of any data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.6 Books and Records. Consultant shall maintain any and all books, ledgers, invoices, accounts and all other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at all reasonable times for examination by City at the office of Consultant.
- 8.7 Entire Agreement/Amendment. This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements

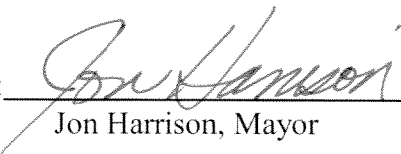
relating to such matters are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

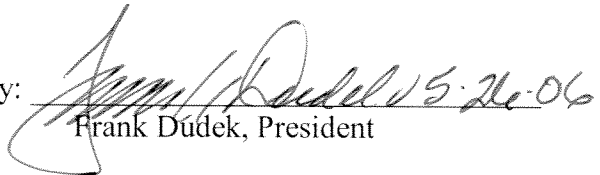
- 8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.9 Severability. If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

DUDEK & ASSOCIATES, INC.

By:   
Jon Harrison, Mayor

By:   
Frank Dudek, President

Attest:

  
City Clerk



**AGREEMENT TO FURNISH SERVICES FOR  
THE ENGINEERING DESIGN OF THE HIGHLINE WATER TRANSMISSION MAIN  
RELOCATION PROJECT  
EXHIBIT "A"  
SPECIFIC SERVICES**

## **EXHIBIT "A"**

### **SPECIFIC SERVICES**

The City of Redlands plans to construct a replacement for the Highline pipeline. The new pipeline will be 24 inch diameter, will be located in Highland Avenue, Opal Street, Sixth Avenue, and Wabash Avenue, and will be approximately 10,000 feet long.

Dudek and Associates will provide the following services:

1. Meet with City Staff to establish the design criteria.
2. Research Right-of-Way.
3. Research utilities. Utilities are scarce in most of the streets.
4. Conduct field surveys and aerial mapping. Mapping and field surveys will be provided by Hillwig-Goodrow.
5. Draft base maps with rights-of-way and utility locations.
6. Study alignment and depth of cover. Part of the length of work will be in narrow country roads with only one lane of paved access. Citrus trees encroach into the public right-of-way and offer another layer of restriction. The occasional residences will need access during construction. The preferred alignment may be established by physical constraints other than existing utilities.
7. Study the type of pipe material to be used. If steel pipe is selected, a corrosion expert will be needed. The cost of a corrosion study and the design of cathodic protection is not included in this scope of work, but these services can be provided under a separate agreement if it becomes necessary.
8. Study existing storm drain facilities. Many intersections are burdened with shallow culverts. These problems will need to be resolved.
9. Identify locations requiring potholing for location and depth of existing facilities. This scope does not include the costs of potholing. The extent of potholing required will not be known until further study is completed. It is assumed that the cost of potholing will be a direct cost to the City.
10. Prepare study for valves on the existing pipeline system. The purpose of this study is to establish locations for valves to control water flow in the event of a rupture. The study will provide guidelines for the design of automatic valves, related sensors, and SCADA/

telemetry systems. Contract drawings for the valve systems are not included in this scope.

11. Prepare Plans and Specifications for the bidding process. Documents to be provided will include the following:
  - a. Site Plan to establish location of work.
  - b. Plan of pipeline alignment shown on strip topographic mapping, including connection points.
  - c. Profile showing the vertical relationship of the pipeline to any physical features including intersection stormwater culverts.
  - d. Details of all components of the plan as needed.
  - e. Technical Specifications in the CSI format to cover all items of work. The City will provide their standard General Conditions for inclusion in the Bid Documents.
  - f. An engineer's estimate of probable costs.
12. Provide consulting services during the bid process.
13. Provide consulting services during the construction process by responding to Requests for Information and the review of shop drawings. The fee is based on twelve RFI submittals and three shop drawing submittals. Additional reviews will be billed at the hourly rate as shown in the Dudek 2006 Standard Schedule of Charges.

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**AGREEMENT TO FURNISH SERVICES FOR  
THE ENGINEERING DESIGN OF THE HIGHLINE WATER TRANSMISSION MAIN  
RELOCATION PROJECT  
EXHIBIT B  
PERFORMANCE SCHEDULE**

## **EXHIBIT "B"**

### **PERFORMANCE SCHEDULE**

June 7, 2006	Kick-off Meeting
June 7, 2006	Data Acquisition; Utility Research
June 7, 2006	Field Survey and Aerial Mapping (1"=40', one foot contours)
June 21, 2006	Set up Base Maps
July 3, 2006	Prepare Plans and Specifications
August 7, 2006	Submit 50% Drawings
August 21, 2006	Submit 90% Drawings
September 1, 2006	Submit Final Plans and Specifications

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**AGREEMENT TO FURNISH SERVICES FOR  
THE ENGINEERING DESIGN OF THE HIGHLINE WATER TRANSMISSION MAIN  
RELOCATION PROJECT  
EXHIBIT C  
PAYMENT SCHEDULE**

**EXHIBIT "C"**

**PAYMENT SCHEDULE**

TASK	Prin. Eng	SrPMgr	Engr	CADD	Sub. Cons.
	\$150/hr	\$140/hr	\$105/hr	\$90/hr	\$ L.S.
1. Kick-Off	8		8		
2. Right-of-Way	4		8		
3. Utilities	2		24		
4. Survey	4		8	8	15,650
5. Base Maps	8		8	160	
6. Alignment	40		40	24	
7. Material	12		12		
8. Storm Drain	24		24	16	
9. Pothole	8		16		
10. Valve Study	24	24			6,325
11. Plans & Specs	180	80	180	640	
12. Bid Support	24		12		
13. RFI during construction	24		12		
<b>TOTAL HOURS</b>	<b>362</b>	<b>104</b>	<b>352</b>	<b>848</b>	
<b>FEE SUB-TOTALS</b>	<b>54,300</b>	<b>14,560</b>	<b>36,960</b>	<b>76,320</b>	<b>21,975</b>

**TOTAL FEE = \$ 204,115**

**AGREEMENT TO FURNISH SERVICES FOR  
THE ENGINEERING DESIGN OF THE HIGHLINE WATER TRANSMISSION MAIN  
RELOCATION PROJECT  
EXHIBIT D  
RATE SCHEDULE**



**DUDEK & ASSOCIATES, INC.**  
**2006 STANDARD SCHEDULE OF CHARGES**

**Engineering Services**

Project Director.....	\$175.00/hr
Program Manager .....	\$170.00/hr
Principal Engineer II .....	\$160.00/hr
Principal Engineer I .....	\$150.00/hr
Engineering Senior Project Manager.....	\$140.00/hr
Project Manager .....	\$130.00/hr
Resident Engineer.....	\$120.00/hr
Senior Engineer II.....	\$120.00/hr
Senior Engineer I .....	\$105.00/hr
Project Engineer II.....	\$95.00/hr
Project Engineer I.....	\$90.00/hr
Field Engineer II .....	\$95.00/hr
Field Engineer I .....	\$85.00/hr
Engineering Assistant.....	\$70.00/hr

**Environmental Services**

Principal.....	\$175.00/hr
Senior Project Manager/Specialist .....	\$160.00/hr
Environmental Specialist/Planner VI .....	\$150.00/hr
Environmental Specialist/Planner V .....	\$135.00/hr
Environmental Specialist/Planner IV .....	\$125.00/hr
Environmental Specialist/Planner III.....	\$110.00/hr
Environmental Specialist/Planner II.....	\$100.00/hr
Environmental Specialist/Planner I.....	\$90.00/hr
Analyst.....	\$75.00/hr

**Urban and Community Forestry**

Principal/Senior Consulting Arborist .....	\$175.00/hr
Senior Project Manager .....	\$150.00/hr
Urban Forestry Specialist V.....	\$135.00/hr
Urban Forestry Specialist IV.....	\$125.00/hr
Urban Forestry Specialist III.....	\$110.00/hr
Urban Forestry Specialist II .....	\$100.00/hr
Urban Forestry Specialist I .....	\$90.00/hr
Research Analyst .....	\$65.00/hr

**Construction Management Services**

Principal/Manager .....	\$175.00/hr
Senior Construction Manager .....	\$150.00/hr
Construction Manager.....	\$135.00/hr
Senior Project Manager.....	\$135.00/hr
Project Manager .....	\$130.00/hr
Resident Engineer.....	\$120.00/hr
Construction Engineer.....	\$105.00/hr
On-site Owner's Representative.....	\$95.00/hr
Construction Inspector III.....	\$100.00/hr
Construction Inspector II.....	\$95.00/hr
Construction Inspector I.....	\$90.00/hr

**Right-of-Way Management Services**

Principal ROW Manager.....	\$160.00/hr
ROW Project Manager .....	\$130.00/hr
Senior ROW Engineer.....	\$115.00/hr
ROW Engineer .....	\$105.00/hr
ROW Technician .....	\$95.00/hr
ROW Research Analyst.....	\$65.00/hr

**Hydrogeological Services**

Principal.....	\$180.00/hr
Sr. Hydrogeologist/Sr. Project Manager .....	\$150.00/hr
Associate Hydrogeologist/Engineer.....	\$115.00/hr
Hydrogeologist IV/Engineer IV .....	\$105.00/hr
Hydrogeologist III/Engineer III .....	\$95.00/hr
Hydrogeologist II/Engineer II .....	\$85.00/hr
Hydrogeologist I/Engineer I .....	\$75.00/hr
Technician.....	\$65.00/hr

**District Management & Operations**

District General Manager.....	\$155.00/hr
District Engineer .....	\$135.00/hr
District Manager .....	\$130.00/hr
District Secretary/Account .....	\$80.00/hr
Collections System Manager.....	\$80.00/hr
Grade V Operator.....	\$95.00/hr
Grade IV Operator.....	\$80.00/hr
Grade III Operator .....	\$70.00/hr
Grade II Operator .....	\$60.00/hr
Grade I Operator .....	\$57.00/hr
Operator in Training .....	\$47.00/hr
Collection Maintenance Worker II.....	\$45.00/hr
Collection Maintenance Worker I.....	\$34.00/hr

**Office Services**

*Technical/Drafting/CADD Services*

3D Graphic Artist.....	\$125.00/hr
Senior Designer.....	\$98.00/hr
Designer .....	\$90.00/hr
GIS Specialist IV .....	\$100.00/hr
GIS Specialist III .....	\$95.00/hr
GIS Specialist II.....	\$85.00/hr
GIS Specialist I.....	\$80.00/hr
CADD Operator II .....	\$80.00/hr
CADD Operator I .....	\$70.00/hr

**Support Services**

Computer Processing.....	\$65.00/hr
Clerical Administration.....	\$65.00/hr

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**Forensic Engineering** – Court appearances, depositions, and interrogatories as expert witness will be billed at 1.75 times normal rates.

**Emergency and Holidays** – Minimum charge of two hours will be billed at 1.5 times the normal rate.

**Material and Outside Services** – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

**Travel Expenses** – Mileage at 44.5 cents per mile. Per Diem where overnight stay is involved is charged at cost

**Invoices, Late Charges.** - All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full.