

Agenda Item No. J-6

CITY ENGINEER CONTRACT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ("Agreement") is effective as of _____ 2013 and is between the CITY OF SANGER, a California municipal corporation ("City"), and YAMABE AND HORN ENGINEERING, INC., a California professional corporation ("Consultant") City and Consultant each are a "Party," and collectively, the "Parties," to this Agreement..

City requires the services of a qualified engineering firm to provide design and construction administration services for various public facilities owned by the City, and some of the facilities will be funded by federal programs, including, but not limited to, Community Development Block Grants.

Consultant warrants that it is specifically trained, experienced, expert and competent to perform such services.

The City and the Consultant therefore agree as follows:

1. **Scope of Work.** City retains Consultant to provide all the services, equipment and materials necessary to complete the work described in the attached Exhibit "A."
2. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent to perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
3. **City Engineer.** City designates Consultant's employee Josh Rogers to serve under this Agreement as City Engineer of the City of Sanger. As the designated City Engineer, Mr. Rogers shall be responsible for personally providing or supervising all of Consultant's work under this Agreement and otherwise functioning as the City Engineer.
4. **Term.** Subject to termination under section 9 below, the initial term of this Agreement shall be for the period beginning with the effective date of this Agreement and ending with June 30, 2014; thereafter, the term of this Agreement shall be on a fiscal year basis from July 1 through June 30 of the following calendar year.
5. **Ownership, Delivery, Release, and Reproduction of Information.** All documents, information and materials of any type prepared by the Consultant under this Agreement shall be the

property of the City, whether completed or in process. Consultant shall not permit the reproduction, release, or use of such documents, information, and materials by any other person except as permitted by this Agreement.

- a. City shall upon request provide Consultant with access to all information and data in its possession which are required in connection with the consulting services, including, but not limited to, pertinent environmental reports and supporting technical documents.
 - b. City shall upon request provide Consultant with access to, and make all provisions necessary to enter upon, public or private lands as required for Consultant to perform work under this Agreement.
 - c. Consultant, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the Sanger City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" if Consultant gives City prior notice of such court order or subpoena.
 - d. Consultant shall promptly notify City Manager or designee if Consultant, its officers, employees, agents or subcontractors are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any proposed responses to discovery requests to be provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.
 - e. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.
6. **Subcontractors.** Consultant is authorized to subcontract any specialized work, provided that the City Manager or designee has given its written approval of each subcontractor in advance of the engagement of the subcontractor. Consultant shall be responsible for payment of subcontractor and shall require subcontractor to comply with this Agreement.

7. **Compensation.** City shall pay to Consultant in arrears as compensation in full for all work required by this Agreement a sum which shall be based on actual services performed and costs incurred at the rates set forth for each task in the Consultant's Fee Schedule appearing in Exhibit B. The Consultant's Fee Schedule shown in Exhibit B shall remain in effect for the initial term of this Agreement and may be changed annually thereafter upon approval of the City Manager or designee. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this Agreement. Consultant shall submit to City monthly itemized invoices for the services rendered. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. If City disputes any portion of any invoice, then City shall pay the undisputed portion within the thirty day period, and at the same time advise Consultant in writing of the disputed portion.

8. **Indemnification.** Consultant shall defend, indemnify and hold harmless the City and its officials, directors, officers and employees from and against claims, loss, liability, suits and damages ("Claims"), including attorney fees to the extent caused by the Consultant's negligent acts, errors or omission or willful misconduct.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release either Party from its obligations to indemnify as to any Claims so long as the event upon which such Claims is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by either Party, its employees, agents or consultants, or the employee, agent or consultant of any one of them.

Submission of insurance certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. The obligation of this indemnity provision shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. **Insurance.** Consultant shall procure the following required insurance coverages at its sole cost and expense and shall maintain in full force and effect for the period covered by this Agreement such insurance against claims for injuries to persons or damages to property which may arise from or in connection with negligent acts, errors or omissions in performance of work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

Minimum Scope

Coverage shall be at least as broad:

Errors and Omissions Insurance. Not less than \$1,000,000 per claim and \$1,000,000 in the aggregate during the performance of this Agreement. The consultant agrees to purchase and maintain claims made, errors and omissions coverage providing coverage for a minimum of two years after completion of this Agreement.

General Liability Insurance. Insurance Service Office from number GL0002 (Ed. 1/73) or its equivalent, covering Commercial Liability and Insurance Services Office from GL 0404 or its equivalent, covering Broad Form Commercial General Liability coverage ("occurrence" from CG 0001) not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

Automobile Liability Insurance. Insurance Service Office form number CA0001 (Ed 1/78), or its equivalent covering Automobile Liability, code 1 "any auto" and endorsement CA 0025, or its equivalent, not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

Worker's Compensation and Employer's Liability Insurance. Worker Compensation Insurance limits as required by Labor Code of the State of California; Employers' Liability Insurance limits of \$1,000,000.

Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved in writing by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

a. General Liability and Automobile Liability Coverages.

1. The City, its officers, officials and employees are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant; premises owned, occupied or used by the Consultant or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials or employees.

2. The Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials and employees. Any insurance or self-insurance maintained by the City, its officers, officials or employees shall be excess of the Consultants insurance and shall not contribute with it.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials or employees.
 4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. Worker's Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials and employees for losses arising from work performed by the Consultant for the City.
 - c. All Coverages. Coverage shall not be suspended, voided, canceled by either Party, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

Acceptability of Insurers

- a. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. However, the minimum Best's rating required of the professional liability insurer is A:V.
- b. Any changes in insurance required herein must be approved in writing by the City Attorney's Office.
- c. The Consultant shall provide certificates of said insurance within fifteen (15) calendar days of the effective date of this Agreement.

10. Termination of Agreement. This Agreement may be terminated by mutual agreement or it may be terminated by the City upon giving thirty (30) day's advanced written notice of intent to terminate the contract. In the event of such termination, Consultant shall be paid for work completed to the date of termination, and any such work completed shall become property of the City and the amount of final fee due and payable by City to Consultant will be subject to negotiation and shall be based primarily on the estimated percentage of work completed .

11. **Compliance with Federal, State and Local Laws.** Consultant shall be responsible for and shall comply with all applicable laws, rules and regulation that are now in effect or may be promulgated or amended from time to time by the Government of the United States, the State of California, the County of Fresno, the City and any other agency now authorized or which may be authorized in the future to regulate the services to be performed pursuant to this Agreement. Consultant represents that it currently has, and will maintain in effect all proper licensing and permits necessary to providing the described services, including, but not limited to, Mr. Rogers' licensure as a California registered professional civil engineer. Where the services provided pursuant to the Agreement are funded by a federal program, including but not limited to, Community Block Grant funds, Consultant's performance will be in:

- a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees.)
- b. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub grants or construction or repair).
- c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub grantees required by Federal grant program legislation.)
- d. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)
- e. Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to reporting.
- f. Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- g. Compliance with any awarding agency requirements and regulations pertaining to copyrights and rights in data.

- h. Compliance with access requirements imposed by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
- i. Compliance with applicable requirements for the retention of all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed.
- j. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts and sub grants of amounts in excess of \$100,000.)
- k. Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871.) [53 FR 8068, 8067, Mar 11, 1988 as amended at 60 FR 19639, 19642, Apr. 19 1995]

12. **City of Sanger Business License.** Consultant and each of its subcontractors will obtain and maintain a valid business license from the City of Sanger during the term of this Agreement.

13. **Attorney's Fees.** If either Party institutes an action or proceeding for a declaration of rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or if either Party is in default of its obligations hereunder, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to reasonable attorney's fees and to any court costs incurred, in addition to any other damages or relief awarded.

14. **Law to Govern; Venue.** The law of the State of California shall govern this Agreement. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Fresno.

15. **Amendment or Modification.** This Agreement may be amended or modified only by written agreement for the Parties hereto. The Parties agree to meet and confer in good faith if amendments or modifications are proposed.

16. **Savings Clause and Entirety.** If any material provision of this Agreement shall for any reason to be held invalid or unenforceable, the invalidity or unenforceability shall not affect any of the remaining provisions of this Agreement.

17. **Records of Consultant.** Records of Consultant's direct personnel and reimbursable expenses pertaining to services under this Agreement shall be kept on a generally recognized accounting basis, and shall be available for inspection by City or its designees at reasonable times.

18. **Assignment.** Consultant shall not assign this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of City.

19. **No Third-Party Beneficiary Rights.** The Parties agree that no provision of this Agreement shall in any way inure to the benefit of any third-person or entity, including applicants for City development permits, so as to constitute any such person or entity as a third-person beneficiary of this Agreement or of any of its terms or otherwise give rise to any cause of action in any person or entity not a party to this Agreement.

20. **Waiver.** Waiver by either Party of any term of this Agreement shall not constitute a waiver of any other term. Waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

21. **Non-discrimination.** In connection with the performance of Consultant pursuant to this Agreement, Consultant will not willfully discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, ancestry or national origin. Such action shall include, but not limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The City is an equal opportunity employer and requires that all consultants comply with policies and regulations concerning equal employment opportunity. The designated City Engineer and other personnel working on City projects will be required to comply with City policies and practices. Prior to the commencement of work, the designated City Engineer must show evidence of having completed the two hour AB 1234 Ethics in Public Service training as well as the two hour supervisory Prevention of Sexual Harassment training. The designated City Engineer will be required to complete subsequent ethics and sexual harassment training in the same manner as City's Department heads are required to complete such training.

22. **Notices.** The City department responsible for administering this Agreement is the Finance Department and all written communications hereunder with the City shall be addressed to the Finance Director. All notices, statements, reports, approvals, or requests or other communica-

tions, that are required either expressly, or by implication, to be given by either Party to the other under this Agreement shall be in writing and signed for each Party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the U.S. Post Office for delivery. Unless, and until formally notified otherwise, all notices shall be addressed to the Parties at their address shown below:

CITY:

CITY OF SANGER
1700 7th Street
Sanger, CA 93657

CONSULTANT:

YAMABE & HORN ENGINEERING, INC.
2985 North Burl Avenue, #101
Fresno, CA 93727

23. **Agent Of City.** In performing the services required under this Agreement, Consultant is acting as an agent, but not an employee, of City, subject to the general supervision and control of its governing body and City Manager or designee. As such, Consultant shall be entitled to the same immunities and protections as any other City employee exercising discretion under all applicable statutes, regulations, and judicial and administrative precedent, subject to City's rights of action against Consultant for any professional errors or omissions of Consultant. Consultant shall have no right to any or all employment rights and benefits available to City employees. Consultant shall be solely liable and responsible for providing to or on behalf of its employees, all legally-required employee benefits. In addition, Consultant shall be solely responsible and save City harmless from all matters relating to payment of the Consultant's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement Consultant may be providing services to others unrelated to City or to this Agreement.

24. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

25. **Conflicts of Interest.** Consultant covenants that neither the designated City Engineer nor any officer or principal of Consultant has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which in any way would hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. At all times, Consultant shall avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of City in the performance of this Agreement. The

designated City Engineer is a "designated employee" under City's Conflict-of-Interest Code and so shall file all required statements of economic interest.

26. **New and Entire Agreement.** Upon the effective date of this Agreement, all other agreements between the Parties for the provisions of the services described herein are superseded. This Agreement represents the full and entire agreement between the Parties hereto with respect to the matters covered herein.

27. **Signature in Counterparts.** This Agreement may be signed in any number of counterparts, including facsimile copies which shall be treated as originals, all of which, taken together shall constitute the same instrument.

28. **Guarantee of Authority.** The persons signing this Agreement guarantee they are legally authorized to sign the Agreement on behalf of the designated Party and that such execution binds the designated Party to the terms of this Agreement.

CITY OF SANGER

YAMABE AND HORN ENGINEERING, INC.

By _____
Charles Brian Haddix
City Manager

By _____
Brandon Broussard, P.E.
Vice President

Approved as to form:

Jenell Van Bindsbergen, City Attorney

EXHIBIT "A"

SCOPE OF WORK

General and Project Management

- Serves as the City's Engineer.
- Manages all aspects of civil engineering, plan checking, development conditioning and capital project management for the City.
- Review all matters pertaining to engineering to insure that undertakings proposed and implemented by the City and others are done in a manner that protects the City's interests, and are in keeping with City goals, specifications and practices as well as with local, state and federal laws.
- Assist in planning, coordinating, supervising and evaluating programs, plans, services, equipment and infrastructure.
- Develops and recommends policies and procedures for effective operation of the City consistent with City policies and relevant laws, rules and regulations and ensures Councils actions are implemented.
- Evaluates the City's needs and formulates short and long range plans to meet needs in all areas of Public Works improvements, including streets, water, sewer, storm drainage, street lights, parks and facilities.
- Provides engineering services on projects and oversees project management for the construction of municipal public works projects.
- Reviews land use applications and construction plans for private developments for consistency with City adopted engineering specifications, City policies and relevant laws, rules and regulations and ensures council actions are implemented.
- Ensures that costs and fees are charged back to development projects; works with the Public Works Director to monitor charges and revenues associated with development projects.
- Makes presentations to the public, City Council and commissions.
- Be available to the public and private developers to handle matters dealing with the engineering functions of City government.
- Maintain, at City Hall, municipal engineering records and maps required to insure accurate information is available to the City and public.
- Prepare reports, investigations, studies and evaluations as, from time to time, may be required and directed by the City Manager or his designee.
- Perform other engineering related functions as directed by the City Manager or his designee
- Advise the City as to engineering and construction financing available from other government agencies, and when so directed, prepare and initiate applications for funding. Also serve as Resident Engineer when required pursuant to Caltrans/Federal requirements.

- Assist clerical staff in management of records relating to engineering. Serve as liaison to the Public Works Director for engineering related matters. Provide public information regarding municipal engineering matters.
- Preparation of capital improvement projects, improvement plans, specifications, bid documents and public improvement project management.
- Solicit proposals for capital improvement project design work.
- Review and evaluation of bid submittals.
- Provide construction observation and management during the course of City projects. Act as Resident Engineer. Assist with inspection, approval of payments, cost estimating, filing of notices and other related tasks.
- Coordinates activities with other departments and outside agencies to obtain various approvals and agreements such as environmental clearances, permits, land acquisitions and rights-of-way for assigned engineering projects.
- Under general direction, plans, organizes and administers a real property program for the acquisition and disposition of City owned property as it relates to engineering projects.
- Negotiates land acquisition, disposition, easements, agreements, leases and other assorted property rights as it relates to engineering projects.
- Coordinates appraisal of residential, commercial, industrial and agricultural properties for acquisition, disposition, lease etc, as it relates to engineering projects.

Development Review Function

- Review proposed improvements and land developments and provide recommendations as to engineering matters to insure conformance with City ordinances and State law.
- Perform statutory functions of the City Engineer pertaining to the review and checking of lot line adjustments, parcel and tract maps, including tentative, final and vesting maps. Ensure map conformance with State Subdivision Map Act and City ordinances.
- Provide a "turn around" checking time for maps and improvement plans generally not to exceed two weeks for the first plan check and the application has been determined complete. The Engineer shall be responsible for notifying the applicant in writing of any final plan or final map deficiencies with (30) days, specifying those items needed to complete the application.
- Establish performance, labor and material bond amounts when required and insure the posting of such bonds with the proper time sequence of such development control.
- Provide necessary and related functions as are the normal practice of the City Engineer in control of private development.

Federally Funded Capital Projects Engineering Services

- City is required as a recipient of federal funds utilizing contract engineering services to solicit and contract for those services in three year increment.

- Design including CEQA and NEPA compliance, bidding, construction review/inspection and federal aid administration services required to complete the federally funded projects during this three (3) year period in conformance with requirements and subject to State and Federal regulations and law.
- Secure all necessary permits including CEQA and NEPA compliance, surveying, testing, preparation of plans and specifications, description of construction phasing plan, estimate of probable construction costs, preparation of bid documents, review of construction contract bids, recommendation for award, construction inspection and review and construction administration.
- All services shall be in accordance with Caltrans standards, FHWA standards, and the City's standards.
- The selected firm must comply with California Government Code Section 8355 in matters relating to providing a drug-free work place.
- The Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et. Seq., are the governing factors regarding allowable elements of cost.
- The Agreement will include the administrative requirements set for in 49 CFR Part 18, Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments.
- Comply with CFR Title 49, Part 29, Debarment and Suspension Certificate, refer to Exhibit 12-E "Debarment and Suspension Certificate" in Chapter 12 of the Caltrans Local Assistance Manual.

Exhibit "B"

YAMABE & HORN ENGINEERING, INC.
CIVIL ENGINEERS – LAND SURVEYORS
2985 N Burl Avenue, Suite 101, Fresno, CA 93727
(559) 244-3123, FAX (559) 244-3120

FEE SCHEDULE

POSITION	GENERAL FUND	OUTSIDE FUNDS
City Engineer	\$ 90.00/hour	\$120.00/hour
Senior Engineer	\$ 80.00/ hour	\$105.00/hour
Engineer	\$70.00/hour	\$90.00/hour
Assistant Engineer	\$60.00/hour	\$80.00/hour
Inspector	\$60.00/hour	\$75.00/hour
Drafter	\$50.00/hour	\$65.00/hour
Clerical	\$35.00/hour	\$45.00/hour
Survey Crew	\$100.00/hour	\$140.00/hour

Note: The minimum increment of time billed will be 0.25 hour. Services provided totaling less than 0.25 hour will not be billed.

Reimbursement for Expenses:

- Copies and printing shall be charged at cost
- Mileage will be charged at \$0.50/mile for out-of-town travel only which is other than to or from Sanger
- There will be no additional charges for faxed documents or word processing

Specialized services – Cost + 10%

The following list of outside services can be anticipated to be needed on occasion:

- Geotechnical, Environmental, Structural or Electrical Engineering
- Architectural Design
- Landscape Architecture
- Aerial Photography/Photogrammetry
- Right-of-Way Acquisition Services (i.e.: Relocation Assistance, Property Appraisals, etc)