

CITY OF FLAGSTAFF

CONSULTING CONTRACT SUPPLEMENTAL AGREEMENT NO. 2

PROJECT NO. 270-3776-783 PROJECT NAME: Westplex Taxilane Reconstruction Project

FILE NO. 01-12003 Project Manager: Daniel Holmes

TO: Kimley-Horn and Associates, Inc.

You are hereby directed to make the herein described changes to the Agreement for Consulting Services or do the following described work. Description of work to be done:

Provide comprehensive construction administration, inspection and materials testing services for the WestplexTaxilane Reconstruction Project. Provide complete construction phase services in accordance with the attached Scope of Work and Fee Proposal for the project. Payment for this work shall be made on a time and materials basis in an amount not to exceed \$ 421,369.00

Supplemental Agreement originated by: [X] CITY OF FLAGSTAFF [] CONTRACTOR [] CONSULTANT [] OTHER

Consulting Engineer(if applicable) N/A Approval Recommended
Project Engineer/Manager Approval Recommended
Public Works Director Approval Recommended
City Attorney Approval Date Approval Recommended
City Manager Approval Recommended

Table with 4 columns: Contract Period, Days, Date, and Value. Rows include Original Contract Period, Prior Time Changes, This Time Change, and New Contract Period.

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices and time extensions shown above.

FIRM NAME: Kimley-Horn and Associates, Inc.

Accepted Date By

Scope of Services

Flagstaff, Arizona, Pulliam Airport

Taxilane Reconstruction (Construction Administration)

A. PROJECT DESCRIPTION: City of Flagstaff (COF), Pulliam Airport requires construction administrative services for construction administration of the existing taxilanes between and around hangars and shades in the west-plex area (see attached exhibit). Construction administration/observation services will be provided during construction of the project. Anticipated construction cost for this project is approximately \$6.0 Million. Construction of this project may be funded in two seasons and may be constructed under a Hard Bid process or by a Construction Manager at Risk (CMAR).

B. PROJECT SCOPE: The specific scope of service for this project is identified as follows:

1. Construction Administration Services

Project Description - COF requires engineering, construction administrative and quality assurance testing services for the construction of taxilane asphalt pavement and shade hangar concrete pad as shown on the attached exhibit. The project includes paving, grading, and minor drainage improvements. The ENGINEER will provide construction administration services for the project. KHA staff will act as full-time project representative and provide construction observation and material testing services during daytime work shifts.

Construction Administration services will consist of the following:

General Administration of Construction Contract - Engineer shall consult with COF, and act as COF's representative as provided in the Contract Documents. Provide pre-award assistance including recommendation for award. Conduct the Pre-Construction Conference. Meet with the City's Project Manager (or his representative) on a weekly basis during the critical portions of the work to update progress of the construction; and provide construction quality assurance services, including on-site surveillance during construction. The ENGINEER shall have no responsibility for any Contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices. The ENGINEER'S visits will be for the purpose of endeavoring to provide the COF a greater degree of confidence that the completed work of its Contractor's will generally conform to the construction documents. ENGINEER neither guarantees the performance of the Contractor(s), nor assumes responsibility for any Contractor's failure to perform its work in accordance with the Contract Documents.

Resident Project Representative (RPR) - ENGINEER shall provide services of an RPR for the taxilane project and provide construction observation of Contractor's work.

The RPR shall provide construction administrative services as required including the following: establish and maintain correspondence and project files, document Contractor's conformance to the contract documents, review and document Contractor's compliance for Davis Bacon wage standard requirements, review quantities and monthly payment request, conduct weekly progress meetings and prepare meeting minutes, provide field support, review Contractor shop drawing submittals, review change order request, assist with negotiations, review Contractor's quality control plan, review Contractor's on going quality control material testing program, provide weekly construction reports to the Federal Aviation Administration and ADOT Aeronautics Division, and submit any observed noncompliance or deficiency reports.

More specifically the duties of the RPR include the following:

- Submit weekly construction observation reports and attend weekly construction meetings.
- Review acceptance tests at the frequency stated in the specifications. If not stated in the specifications, make sure an adequate number of tests are taken to document an acceptable level.
- Inform the Contractor of deficiencies so that corrections can be made and retests performed prior to covering any substandard work with additional material.
- Maintain record of quality of materials used on the project.
- Maintain copies of acceptance test reports on site.
- Maintain set of working drawings which can be used to prepare "as-constructed" drawings.
- Maintain a diary, and the contents of a diary should include:
 - Weather conditions and temperature.
 - Work in progress and location.
 - Equipment in use - types and numbers.
 - Size of work force including supervision.
 - Hours worked per day for Contractor and subcontractors.
 - Materials delivered.
 - Any instructions to the Contractor.
 - Principal visitors.

Independent Testing Laboratory - The ENGINEER shall employ an independent materials testing laboratory to perform quality acceptance testing. All testing and analytical procedures shall conform to documented Federal Aviation Administration (FAA) requirements and criteria. FAA, ADOT and MAG standards shall be used as applicable and in the respective order of priority, unless otherwise stated in the Contract Documents. The RPR will review the reports and other information provided by the testing firm for conformance to the construction documents. The RPR will coordinate the testing schedule and transmittal of their reports and findings. KHA will not be responsible for the accuracy or completeness of the work and reports of the independent testing firm.

Pre-Construction Conference - The RPR shall conduct a Pre-Construction Conference prior to commencement of work at the site.

Construction Surveys - The construction Contractor shall perform construction staking as provided by the contract documents that provide baselines and benchmarks for locating work and provide limited construction control as identified in the Contract Documents. The ENGINEER will provide verification of the survey and staking as necessary to review the accuracy of the construction.

Visits to Site and Observation of Construction - The RPR will provide on-site construction observation services (RPR) during the construction phase of the subject project. Observations will vary depending on the type of work being performed by the Contractors, the location, and the Contractors' schedules. The design ENGINEER will make visits to the site at intervals as directed by the COF in order to observe the progress of the work. Based on information obtained during such visits and such observations, the RPR will determine if the Contractor's work is generally proceeding in accordance with the Contract Documents, and the RPR shall keep the COF informed of the general progress of the work. RPR shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct or have control over the Contractor's work, nor shall the RPR have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the Contractor's work, or for any failure of the Contractor to comply with laws and regulations applicable to the Contractor's finishing and performing the work. Accordingly, the RPR neither guarantees the performance of any Contractor nor assumes responsibility of any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work - The RPR will recommend to the COF that the Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, the RPR believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Clarifications and Interpretations - The RPR and design ENGINEER will issue necessary clarifications and interpretations of the Contract Documents to the COF as appropriate to the orderly completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be authorized by COF.

Change Orders and Field Orders - The RPR will recommend Change Orders to the COF, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples - The ENGINEER will review and approve or take other appropriated action in respect to Shop Drawings, Submittals and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Substitutes and "or-equal" - The RPR will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, but subject to the provisions of applicable standards of the Federal Aviation Administration and ADOT Aeronautics Division.

Disagreements between COF and Contractor - The RPR will, as necessary, render written decision on all claims of the COF and the Contractor relating to the acceptability of the Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, the RPR shall be fair and not show partiality to COF or the Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment - Based on the observations and on review of applications for payment and accompanying supporting documentation, the RPR will: determine the amounts that the RPR recommends Contractor be paid.

Substantial Completion - Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with the COF and the Contractor, conduct a final punch list inspection to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items identified on the final punch list. If after considering any objections of the COF, RPR considers the Work substantially complete; RPR shall notify COF and the Contractor.

Final Notice of Acceptability of the Work - The RPR will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents so that RPR may recommend, in writing, final payment to the Contractor. Accompanying the recommendation for final payment, RPR shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the RPR'S knowledge, information, and belief and based on the extent of the services provided by the RPR under this Authorization of Services.

Limitation of Responsibilities - The RPR shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. RPR shall not have the authority or responsibility to stop the work of any Contractor. The RPR may advise COF to suspend operations, wholly or in part, when safety violations or persistent nonconformance to the Contract Documents are noted.

Post Construction Phase - The RPR will provide assistance and consultation to COF for up a month following the Project final completion. This will include site visits to observe any Contractor deficiencies in their work and assist COF in recommendations in correcting such Contractor deficiencies. Any additional assistance beyond the one month period will be on a time and material basis for fee.

Final Engineer's Report - The ENGINEER will provide a Final Engineer's Report that includes Project Description, and copies of:

- **Pre-Construction Documents:** Contract schedule, agenda, minutes, Contractor's quality control plan, storm water pollution prevention plan;
- **Construction Documents:** Weekly Federal Aviation Administration inspection reports, monthly applications for payments, submittals and the submittal control log;
- **Final Documents:** Final quantity computations and quantities, and final change order;
- **Appendix Materials:** Contractor's certified payrolls, field test results and scale tickets.

C. Contractor Coordination

Upon election of the City to construct or complete construction of the Project pursuant to a Bid or the use of the CM@Risk delivery method, Engineer agrees to perform the duties and services set forth in this Agreement and duties and services reasonably inferable there from.

1. Engineer shall coordinate with the City and CM@Risk during the design of the Project. Coordinate within the context of this Contract means to fully cooperate with other relevant parties.
2. Engineer shall be responsible for responding to questions regarding the plans, specifications, shop drawing and material selections used in the preparation of the GMP.

D. SCHEDULE:

A project design schedule will be developed together with the Airport as a part of Project Administration, but it is anticipated that design will begin during the fall of 2012 and construction will begin in late spring of 2013 and may be completed in two construction seasons.

E. DELIVERABLES: Kimley-Horn shall provide the following deliverables:

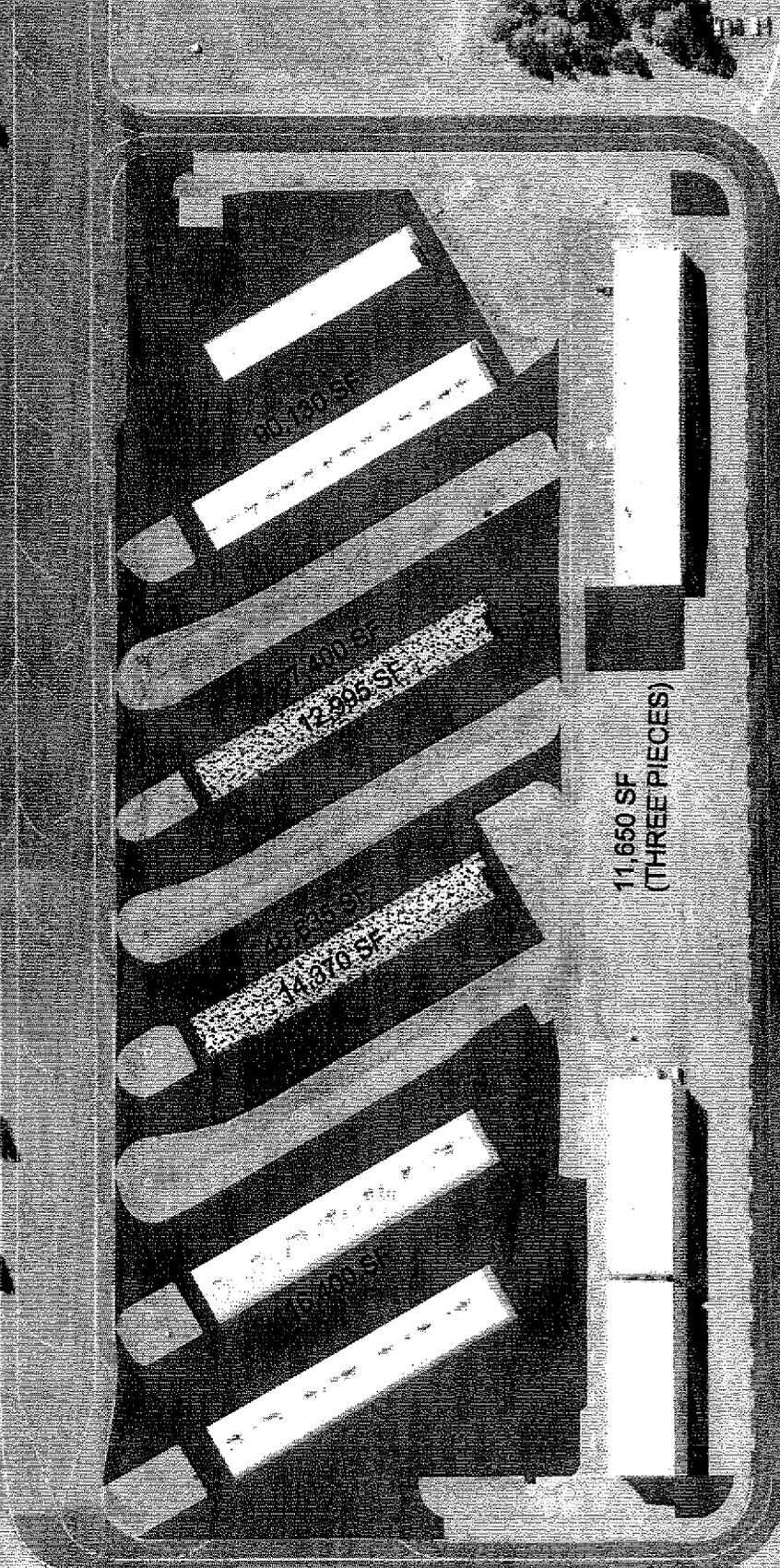
- Daily Field Reports.
- Weekly FAA Construction Progress Reports
- General Review and archive of contractor's certified payroll.
- Final Construction Report – two (2) copies to the City and a total of five (5) electronic copies for the COF's use and distribution.
- Record Drawings.

F. FEE AND BILLING:

KHA's team will perform the services described in this Scope of Services for the **Not To Exceed** sum of:

\$421,369 as a Construction Administration Fee

Fees and expenses will be invoiced monthly based, as applicable, upon the actual services performed and expenses incurred as of the invoice date. Payment will be due within 30 days of the date of the invoice. We will not perform any Additional Services without prior approval.



14,735 SF

14,735 SF

14,735 SF

14,735 SF

10,730 SF

12,995 SF

14,370 SF

14,370 SF

10,730 SF

10,730 SF

11,650 SF
(THREE PIECES)

TAXILANE RECONSTRUCTION
 FLAGSTAFF PULLIAM AIRPORT
 CITY OF FLAGSTAFF
 DATE: SEPTEMBER 24, 2012

KIMLEY-HORN ASSOCIATES
 Phoenix, Arizona

EXHIBIT I - CONSTRUCTION ADMINISTRATION - ENGINEERING FEE
 TAXILANE RECONSTRUCTION

DERIVATION OF COST OF PROPOSAL FEE

1. DIRECT LABOR

| <u>TASK</u> | <u>DESCRIPTION</u> | <u>MANHOURS</u> | <u>TOTAL</u> | <u>EXTENDED TOTAL</u> |
|---------------------------|---|-----------------|--------------|-----------------------|
| 001 | Project Administration | 78 | 3,752.10 | |
| 002 | Construction Administration Services | 1,940 | 80,679.30 | |
| 003 | Post Construction Administration Services | 355 | 14,701.38 | |
| TOTAL DIRECT LABOR | | | | \$99,132.78 |

2. EXPENSES:

| | | |
|---|-----------|--------------------|
| EXPENSE ALLOCATION (4.6%) | 14,448.61 | |
| CONSTRUCTION ADMINISTRATION AND INSPECTION EXPENSES | 48,720.00 | |
| TOTAL EXPENSES: | | \$63,168.61 |

3. CONSULTANTS:

| | | |
|-----------------------------------|-----------|--------------------|
| SURVEY - VALIDATION/AS REQUIRED | 4,500.00 | |
| QUALITY ASSURANCE TESTING - TBD | 37,500.00 | |
| SUBCONSULTANT ADMINISTRATION - 5% | 2,100.00 | |
| TOTAL CONSULTANTS | | \$44,100.00 |

4. ENGINEERING FEE

| | | | |
|------------------------------|---------|------------|---------------------|
| TOTAL LABOR | | 99,132.78 | |
| OVERHEAD (%) | 182.90% | 181,313.85 | |
| FEE (% OF NET) | 12% | 33,653.60 | |
| DIRECT EXPENSES | | 63,168.61 | |
| CONSULTANTS | | 44,100.00 | |
| TOTAL ENGINEERING FEE | | | \$421,368.84 |

EXHIBIT II - CONSTRUCTION ADMINISTRATION - ENGINEERING FEE
 TAXILANE RECONSTRUCTION

DERIVATION OF COST OF PROPOSAL FEE

1. Direct Salary Costs

| <u>Title</u> | <u>HOURS</u> | <u>Rate</u> | <u>Total Labor</u> | <u>EXTENDED TOTAL</u> |
|----------------------------------|--------------|-------------|--------------------|-----------------------|
| Project Manager | 170 | 53.10 | 9,027.00 | |
| Principal Engineer | 24 | 73.29 | 1,758.96 | |
| Professional Engineer | 4 | 41.10 | 164.40 | |
| CADD | 48 | 32.92 | 1,580.16 | |
| Lead Inspector | 2043 | 41.22 | 84,212.46 | |
| Clerical/Accounting Admin | 84 | 28.45 | 2,389.80 | |
| Total Direct Salary Costs | 2,373 | | | \$99,132.78 |

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs By 182.9% \$181,313.85

3. Subtotal of Items 1 and 2 \$280,446.63

4. Fixed Payment

12 % of Item No. 3: \$33,653.60

5. Direct Non-Salary Expenses

| | |
|---|--------------------|
| EXPENSE ALLOCATION (4.6%) | 14,448.61 |
| CONSTRUCTION ADMINISTRATION AND INSPECTION EXPENSES | 48,720.00 |
| Total Direct Non-Salary Expenses | \$63,168.61 |

6. Subcontract Costs

| | |
|--------------------------------------|--------------------|
| SURVEY - VALIDATION/AS REQUIRED | 4,500.00 |
| QUALITY ASSURANCE TESTING - TBC | 37,500.00 |
| SUBCONSULTANT ADMINISTRATION - 5% | 2,100.00 |
| Subtotal of subcontract Costs | \$44,100.00 |

7. TOTAL ENGINEERING FEE

\$421,368.84

TAXILANE RECONSTRUCTION
 FLAGSTAFF PULLIAM AIRPORT
 CITY OF FLAGSTAFF
 DATE: SEPTEMBER 24, 2012

TAXILANE RECONSTRUCTION

| | | Project Manager | Principal Engineer | Prof Engineer | Engineer in Train | CADD Tech | Lead Inspector | Admin/ Account | TOTAL MAN-HRS | TOTAL LABOR COST | |
|---|---|--------------------|-----------------------|------------------|----------------------|--------------|-------------------|-------------------|------------------|------------------------|-------------|
| 001 Project Administration | | | | | | | | | | | |
| 1 | Prepare Project Scope of Work and Contract | | 8 | | | | | | 8 | \$424.80 | |
| 2 | Develop and Monitor Project Budgets | | 24 | 2 | | | | 24 | 50 | \$2,103.78 | |
| 3 | Meetings (FAA, ADOT, Client, etc) | | 12 | 8 | | | | | 20 | \$1,223.52 | |
| Subtotal Task 001 | | | 44 | 10 | | | | 24 | 78 | \$3,752.10 | |
| 002 Construction Administration Services | | | | | | | | | | | |
| Preconstruction Activities | | | | | | | | | | | |
| 1 | Awarding of Contract and Notice to Proceed Coordination | | 4 | 2 | | | | 8 | 4 | 18 | \$802.54 |
| 2 | Pre-Construction Conference - Resident Inspector/Project Engineer - Electrical Engineer | | 8 | | | | | 24 | 4 | 36 | \$1,527.88 |
| 3 | Pre-Construction Activities - Review Contractor's Quality Control Program - RFI Response - Review Submittals, Mix Designs and Shop Drawings - Mobilize to Project and Field Office Set-up | | 2 | 2 | 4 | | | 24 | 4 | 30 | \$1,249.66 |
| | | | 12 | | | | | | 2 | 16 | \$106.20 |
| | | | 12 | | | | | | 12 | 12 | \$637.20 |
| | | | 4 | | | | | | 4 | 4 | \$212.40 |
| Construction Activities - 2 (4 months seasons) | | | | | | | | | | | |
| 1 | Construction Observation - On-Site Observation - 5 days per week. - On-Site Observation - remobilize | | 12 | | | | | 1720 | | 1,732 | \$70,898.40 |
| | | | 24 | 2 | | 12 | | 40 | 12 | 52 | \$2,286.00 |
| 2 | Construction Administration - Establish and Maintain Correspondence and Project Files - Daily Field Reports, Weekly FAA Reports - Verify and Review Contractor's Quality Control Program - Review Project Submittals and Shop Drawings - Document Contractor Work for Conformance - Review QA and QC Materials Testing Reports - Noncompliance and Deficiency Reports - Quantities Review and Monthly Progress Payments | | 24 | 2 | | 12 | | | 12 | 50 | \$2,157.42 |
| Subtotal Task 002 | | | 78 | 6 | 4 | 12 | 1816 | 24 | 1,940 | \$80,679.30 | |
| 003 Post Construction Administration Services | | | | | | | | | | | |
| Post Construction - 1 Month | | | | | | | | | | | |
| 1 | Final Close-out - Final Change Order for Final Quantities - Contract Close-out - Final Payment | | 12 | 4 | | | | 215 | 12 | 243 | \$10,134.06 |
| 4 | Post Construction Assistance - Answer Questions and Provide Assistance on Warranty, Work and Operations | | 12 | 2 | | | | 12 | | 26 | \$1,278.42 |
| 8 | Final Construction Report - As-built drawings, assemble documentation, - Bind/scan report | | 24 | 2 | | 36 | | | 24 | 62 | \$2,606.10 |
| | | | | | | | | | | 24 | \$682.80 |
| Subtotal Task 003 | | | 48 | 8 | | 36 | 227 | 36 | 355 | \$14,701.38 | |
| SUBTOTAL DESIGN | | | 170 | 24 | 4 | 48 | 2,043 | 84 | 2,373 | \$99,132.78 | |

CONSTRUCTION ADMINISTRATION AND INSPECTION EXPENSES

| | | | | | | |
|---|----------------------|-----|--|----------|-----------|------------------|
| <u>1. POSTAGE:</u> on Site | \$50.00 / mo. X | 5 | mos. = | | 250.00 | 250.00 |
| <u>2. COMMUNICATIONS:</u> | | | | | | |
| Cell Phones | \$100.00 / mo. X | 8 | months | 1 | 800.00 | |
| Router | \$50.00 / mo. X | 8 | months | 1 | 400.00 | 1,200.00 |
| <u>3. PER DIEM/MEALS:</u> | | | | | | |
| Per Diem (office) | \$60.00 / day X | 3 | people = | 1 | 180.00 | |
| Per Diem (Field Insp) | \$60.00 / day X | 200 | people = | 1 | 12,000.00 | |
| Meals /other | / day X | | people = | | 600.00 | 12,780.00 |
| <u>4. LODGING:</u> | | | | | | |
| | \$60.00 /night X | 10 | nights = | 1 | 600.00 | |
| | \$1,900.00 / month X | 9 | months = | 1 | 17,100.00 | 17,700.00 |
| | | | (2-Four Month Periods and Re-Mobilization) | | | |
| <u>5. TRANSPORTATION:</u> | | | | | | |
| Vehicle Rental and Fuel (RE) | \$900.00 / mon X | 9 | months X | 1 | 8,100.00 | |
| Airfare | \$550.00 / ticket X | | trips for | 1 | 0.00 | |
| Vehicle Mileage (Office) | 6 trips X | 300 | miles X | 0.450 | 810.00 | 8,910.00 |
| <u>6. PRINTING:</u> | | | | | | |
| Reports | 0 xerox @ \$0.50 | | per copy | 10 | 0.00 | |
| Record Drawings, Black Lines | 1 plan sheets \$3.00 | | per copy | 40 | 120.00 | |
| Specifications | 0 spec docume \$0.08 | | per copy | 10 | 0.00 | |
| Final Engineer's Report | 3 docs \$500.00 | | per copy | 3 | 4,500.00 | |
| Construction Photographs | set \$1,000.00 | | per copy | 2 | 0.00 | 4,620.00 |
| <u>7. COMPUTER (Software/Hardware)</u> | | | | | | |
| Drafter | - CADD Stations | 24 | hours X | \$15.00 | 360.00 | |
| Admin | - Word Process | 0 | hours X | \$15.00 | 0.00 | |
| Field Team, 1 Computers | - Field Computer | 8 | months X | \$300.00 | 2,400.00 | 2,760.00 |
| <u>8. FIELD SUPPLIES</u> | | | | | | |
| Field Office | 1 L.S. | 1 | = | 1 | 500.00 | |
| Furniture Rental | 0 / Mon | 5 | = | 1 | 0.00 | |
| Utilities | 0 / Mon | 5 | = | 1 | 0.00 | 500.00 |
| <u>10. LICENSES & PERMITS:</u> | | | | | | |
| | 0 @ | | = | | 0.00 | 0.00 |
| <u>11. ADVERTISING</u> | | | | | | |
| | 0 X | 0 | days = | 1 | 0.00 | 0.00 |
| TOTAL EXPENSES = | | | | | \$ | 48,720.00 |



**ENGINEERING SERVICES
2012 Fee and Rate Schedule**

Fees for services will be based upon the time worked on the project at the following rates:

| Title | Rate Per Hour |
|---------------------------------|---------------|
| Principal | \$ 130.00 |
| Project Manager | 100.00 |
| Sr. Geologist/Engineer | 100.00 |
| Project Engineer/Geologist | 90.00 |
| Environmental Specialist | 85.00 |
| Architectural Special Inspector | 85.00 |
| Structural Special Inspector | 75.00 |
| Staff Engineer/Geologist | 70.00 |
| Sr. Engineering Technician | 55.00 |
| Draftsman | 50.00 |
| Materials Testing Technician | 45.00 |
| Clerical/Administrative | 40.00 |

REIMBURSABLE EXPENSES

Light Truck Mileage Rate: \$0.50 per mile

The following items are reimbursable to the extent of actual expenses plus 25%:

1. Transportation, lodging and subsistence for out of town travel
2. Special mailings and shipping charges
3. Special materials and equipment unique to the project
4. Duplication or reprinting/copying reports

TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

SUBCONTRACTORS/SUBCONSULTANTS CHARGES

Any charges for subcontractors/subconsultants are subject to a 25% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

SPECIAL RATES

The following rates may be subject to a 35% increase:

- Overtime – time over 8 hours per weekday and on Saturday
- Sunday and Holidays
- Rush orders

EXPERT WITNESS

Deposition and testimony; 4-hour minimum, \$250.00 per hour.

The following Terms and Conditions are included and hereto made a part of this agreement.