

**TOWN OF JOHNSTOWN  
PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into this 7<sup>th</sup> day of September 2022 (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”) and Engineering, Inc dba Sanderson Stewart, a Montana Corporation (“Contractor”) (collectively, the “Parties”).

**RECITALS**

**WHEREAS**, the Town desires to engage the services of Contractor and Contractor desires to provide those services more fully described on Exhibit A, attached hereto and incorporated herein by reference (“Services”), to the Town; and

**WHEREAS**, the Parties wish to memorialize their contractual relationship.

**AGREEMENT**

**NOW, THEREFORE**, incorporating the foregoing Recitals herein and in consideration of the mutual promises, agreements, undertakings and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby mutually agree as follows:

**SECTION 1: PARTIES**

1.01 Town. The Town is a home-rule municipal corporation located in Johnstown, Colorado.

1.02 Contractor. Contractor is a private, independent business entity who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement.

**SECTION 2: SERVICES, COMPENSATION AND TERM**

2.01 Services. Contractor agrees to perform the Services for the Town.

2.02 Compensation. In consideration of Contractor’s performance of the Services contemplated herein, the Town agrees to pay Contractor the compensation set forth on Exhibit A. Contractor shall submit detailed invoices reflecting the portion of the Services completed to the date of the invoice. The Town shall provide payment for Services to Contractor within thirty (30) days of receipt of the invoice. In its discretion, the Town may withhold payment for disputed portions of invoices on the condition that the Town provides written notice to Contractor of the dispute. Upon delivery of notice, the Town and Contractor shall promptly endeavor to resolve such dispute.

2.03 Expenses: Contractor shall not incur any expense or debt on behalf of the Town without the Town's prior written authorization.

2.04 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through April 30, 2023, and shall not extend beyond that date absent the written approval of the Town.

### **SECTION 3: OPERATIONS**

3.01 Contractor Status. Contractor avers that it has the background, expertise and education to provide the Services. Contractor shall be responsible for the proper performance of the Services in accordance with the terms hereof. Contractor shall obtain the necessary permits, if any, and maintain all required licenses, including but not limited to a Town business license.

3.02 Schedule. Unless otherwise set forth in Exhibit A, Contractor shall provide the Services in accordance with the timeline requested by the Town

### **SECTION 4: INSURANCE AND INDEMNITY PROVISIONS**

#### 4.01 Insurance.

A. Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future Town comprehensive or personal injury liability insurance policies. As a material term of this Agreement, Contractor agrees to maintain and keep in force during the term of this Agreement one or more policies of insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado in the following amounts:

1. Workers' compensation insurance as required by law;
2. Commercial general or business liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate;
3. Automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) for any one occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. In the event that Contractor's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of Contractor who utilizes an automobile in providing services to Town under this Agreement; and
4. Professional liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) each claim and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.

B. Contractor shall procure and maintain the minimum insurance coverages listed herein. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Town shall have the right to request and receive a certified copy of any policy and any endorsement thereto. Except for workers compensation insurance, the Town shall be listed as an additional insured party on Contractor's insurance policies.

C. A certificate of insurance shall be completed by Contractor's insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and, upon request by the Town, shall be subject to review and approval by the Town. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The completed certificate of insurance shall be provided to the Town.

4.02 Damage and Indemnity. Contractor assumes full responsibility for any and all damages caused by Contractor's exercise of its activities, or failures to act, under this Agreement. Contractor agrees that it will at all times protect, indemnify and hold harmless the Town, its elected officials, employees, agents, and their successors and assigns, from and against all liabilities, losses, claims, demands, actions and costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons arising from or resulting in any manner from the actions or failures to act of Contractor or any invitees, guests, agents, employees or subcontractors of Contractor, whether brought by any of such persons or any other person.

## **SECTION 5: TERMINATION**

5.01 Termination. The Town or Contractor may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to the other Party. Notwithstanding the foregoing, if the Town terminates this Agreement for cause and determines that a notice period is not in the best interests of the Town, the Town may terminate this Agreement by providing written notice to Contractor effective immediately.

## **SECTION 6: INDEPENDENT CONTRACTOR**

6.01 Independent Contractor. Contractor understands and agrees that Contractor is an independent contractor and not an employee of the Town. The Town shall not provide benefits of any kind to Contractor. The Town shall not be responsible for withholding any portion of Contractor's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. **CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID**

PURSUANT TO THIS AGREEMENT. As long as there is not a conflict of interest with the Town, Contractor may engage in any other lawful business activities during the term of this Agreement.

## **SECTION 7: NOTICE**

7.01 Notices. All notices required under this Agreement shall be in writing and shall be: 1) hand-delivered; 2) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth; or 3) sent by electronic mail (“email”) return receipt or written acknowledgment requested and received. All notices by hand-delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. All notices by email shall be effective upon acknowledgment of receipt by the intended recipient. Either party, by notice to be given, may change the address to which future notices shall be sent.

### **TO THE TOWN:**

Town of Johnstown  
Attn: Matt LeCerf  
450 S. Parish Avenue  
P.O. Box 609  
Johnstown, CO 80534  
Email: Mlecerf@johnstownco.gov

### **TO CONTRACTOR:**

John Tufte, P.E.  
Principal/Region Manager  
Sanderson Stewart  
425 W Mulberry Street, Suite 201  
Fort Collins, CO 80521

## **SECTION 8: MISCELLANEOUS**

8.01 Time. Time is of the essence of this Agreement and of each covenant hereof.

8.02 Non-Appropriation of Funds. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being budgeted, appropriated and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not budgeted and appropriated.

8.03 Laws and Regulations. In the conduct of the Services, Contractor shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the Town or its designated representatives.

8.04 Assignment; Third Party Rights. Contractor may not assign, delegate or subcontract any part of its rights, duties or obligations under this Agreement. The Parties do not intend to confer any benefit hereunder on any person or entity other than the Parties hereto.

8.05 Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.

8.06 Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court determines that the relationship between the Town and Contractor is one of employment rather than independent contractor, this Agreement shall become null and void in its entirety.

8.07 Waiver. No consent or waiver, express or implied, by the Town to or of any breach or default by Contractor in the performance by Contractor of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the Town. Failure on the part of the Town to complain of any act or failure to act or to declare Contractor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Town of its rights hereunder.

8.08 Governmental Immunity. The Parties agree that the Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended from time, or otherwise available to the Town, its elected officials, employees or agents.

8.09 Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.

8.10 Mediation. In the event of any dispute arising under this Agreement, except in the case of an action for injunctive relief, the Parties shall submit the matter to mediation prior to commencing legal action and shall share equally in the cost of the mediation.

8.11 Costs and Attorney's Fees. If any judicial proceedings may hereafter be brought to enforce any of the provisions of this Agreement, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

8.12 Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the Town and Contractor and supersede all prior negotiations, representations and agreements, whether written or oral.

8.13 Public Official Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any elected official, employee or agent of the Town.

8.14 No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of

legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

8.15 Controlling Document. In the event of a conflict between the provisions in this Agreement and Exhibit A, the provisions in this Agreement shall control.

8.16 Headings. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

8.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument.

8.18 Data Security. If Contractor has access to personal identifying information during the term of this Agreement, Contractor shall, pursuant to Section 24-73-101, *et seq.*, C.R.S., destroy all paper and electronic documents containing such personal identifying information within six months of termination of this Agreement, unless otherwise required by law. During the term of this Agreement, Contractor shall implement and maintain reasonable security procedures that are appropriate to the nature of the personal identifying information disclosed or maintained and that are reasonably designed to help protect the information from unauthorized access, use, modification, disclosure or destruction. If Contractor discovers or is informed of a security breach, Contractor shall give the Town notice in the most expedient time and without unreasonable delay, no later than ten (10) calendar days after it is determined a security breach occurred. Contractor shall cooperate with the Town in the event of a security breach that compromises computerized data, if misuse of personal information about a Colorado resident occurred or is likely to occur. Cooperation includes sharing with the Town information relevant to the security breach.

8.19 Right to Injunction. The Parties hereto acknowledge that the Services to be rendered by Contractor and the rights and privileges granted to the Town under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which may not be reasonably or adequately compensated by damages in any action at law, and the breach by Contractor of any of the provisions of this Agreement may cause the Town irreparable injury and damage. Contractor agrees that the Town, in addition to other relief at law, shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by Contractor.

[Remainder of page intentionally left blank.]



**EXHIBIT A**  
**SERVICES**



August 17, 2022

Mr. Troy White  
Public Works Director  
Town of Johnstown  
450 S Parish Ave, PO Box 609  
Johnstown, CO 80534  
**Email: [TWhite@JohnstownCO.gov](mailto:TWhite@JohnstownCO.gov)**

Reference: Proposal for Surveying and Engineering Services  
Weld County Rd 13 (Colorado Boulevard) Widening Improvements  
Just North of Hwy 60 (adjacent to Purvis Farm property)  
Weld County, Johnstown, Colorado

Dear Troy:

Thank you for the opportunity to submit this proposal to provide professional services for the referenced project which is described as follows:

Provide survey and civil engineering services associated with the design and plan preparation for approximately 1,900 lineal feet of full width roadway, per the Town of Johnstown's Street Standards, in Johnstown, Colorado. (Refer to site location in Appendix A).

Improvements are anticipated to consist of accel/decel lanes, middle turn lanes, full width sections and road tapers to tie into existing conditions. It is imagined that the west side of Colorado Boulevard, north of Ballentine Boulevard, might look like this image after the widening.

If this proposal is acceptable to you, please execute this agreement. This document and included Terms and Conditions will set forth the terms of the agreement between The Town of Johnstown (hereinafter "Client") and Sanderson Stewart. The included Terms and Conditions are incorporated into and part of the agreement between Client and Sanderson Stewart.



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Initials

## **Overview**

Per the Town of Johnstown's request, we have prepared this proposal to design the west side improvements for Colorado Boulevard (adjacent to the Purvis Farm property). Since the east side improvements associated with the Purvis Farm project are currently at final design, it is assumed that any changes to the east side improvements due to the design of the west side improvements for the Town will also be covered under this proposal. This proposal is based on conversations with the Town and the Purvis Farm Developer and from Town comments received through the Purvis Farm PUD review approval process.

The section of roadway to receive improvements is located along Weld County Road 13 (Colorado Boulevard) adjacent to and on the west side of the Purvis Farm property, in Johnstown, Colorado.

### **There are certain existing condition items that may provide challenges and could affect the project scope both inside and outside of road right-of-way. Such items are the following:**

- Accommodation of existing Home Supply Extension irrigation ditch lateral lines within ROW
- Accommodation of existing Thornton 42-inch raw waterline and future NISP raw waterline
- Accommodation of existing oil and gas pipeline(s) and easement(s)
- Creation and/or vacation of easements
- Existing landscaping remove/replace along west side of existing roadway
- Accommodation and/or relocation of existing utilities (overhead poles, gas, fiber, etc.)
- Stormwater management and where to convey developed runoff due to street widening
- ADA improvements to existing intersections and sidewalks

We assume that the approval process will be administrative only with reviews conducted through the Town (Public Works, IMEG, FHU and applicable referral agencies).

Additional topographic survey and utility locates beyond what was surveyed for the Purvis Farm project will be required.

This proposal assumes that there will be a maximum of three (3) rounds of review by the review agencies listed above. All submittals are assumed to be collated and physically/electronically delivered to the Town by Sanderson Stewart.

We believe the scope of work outlined below provides the necessary services required to achieve approval by the Town of Johnstown. Those services and associated providers as we understand them to be, are listed as follows:

Included:

- Civil Engineering – Sanderson Stewart
- Survey/Utility Locates – Sanderson Stewart (Majestic Surveying/Primo)
- Traffic Engineering, as required – Sanderson Stewart

Excluded:

- Landscape Architecture and Irrigation Design, if required – TB Group
- Lighting and Photometrics – Provided by Others, if required
- Geotechnical engineering/report – Provided by Others, if required
- Utility Relocation – Provided by Others, as required

The following is an outline of our proposed scope of work.

### **Base Scope of Work**

Sanderson Stewart will provide the following phases as part of its basic services:

#### **Phase 1. Topographic Survey – Provided by Majestic Surveying**

Majestic Surveying will perform additional topographic survey of the subject project area for approximately 3.5-acres. This survey will be tied to NAVD 88 Vertical datum and referenced to Colorado State Plane Coordinates, North Zone. The drawing will be provided in Civil 3D 2018 .dwg format. All planimetric features will be located and a surface will be created with a 1-FT contour index. Platted lot lines and easements will be shown based on best available evidence.

This task also includes private utility locates from Primo Locating Services, LLC for \$650.00.

Refer to Appendix for project survey limits exhibit.

#### **Phase 2. Conceptual Planning Assistance and Design**

Sanderson Stewart will assist the Client and project team with the design and preparation of up to three (3) conceptual layouts for the overall roadway improvements from which the approved layout may be selected. These concept designs will consider such elements as Town direction, traffic warrants, required geometries and adjacent improvements/constraints at a conceptual level.

- A. Provide code review for compliance with the Town of Johnstown Standards and other

pertinent requirements to help determine layout and if any variances are required.

- B. Review concept options with the Client and project team and provide comments concerning possible design requirements, constraints, and possible layout issues. Sanderson Stewart will assist in an initial layout and up to two (2) rounds of revisions to the conceptual plan.
- C. Coordination with the Client, project team, Purvis Farm development team, Fire Department, and private utility companies, as required.

### **Phase 3. Site Design and Construction Drawings**

Sanderson Stewart will provide the design and construction plans and other documents needed for development of the roadway improvements for the proposed project as described in the selected concept plan. Design and Construction Drawings will be completed in accordance with the Town of Johnstown Design Criteria & Construction Regulations. The following items are included in this phase:

- Provide review of design standards for compliance per the Town of Johnstown design criteria.
- Provide sufficient design to identify required rerouting, relocating and/or modifications to existing public/private utilities necessary to accommodate improvements.
- Provide sufficient design to identify areas where removal/replacement of existing trees, landscaping and/or irrigation systems would be necessary to accommodate improvements.
- Complete grading design to support roadway requirements and provide for positive drainage to existing or proposed storm systems.
- Prepare required sediment and erosion control plans and documents, as required by the Town.
- Preparation of construction drawings, including:
  - Cover Sheet
  - Construction Notes & Legend
  - Existing Conditions & Removals Plans
  - Site Plan Sheets
  - Overall Grading Plan
  - Overall Drainage Plan (if needed)
  - Sediment and Erosion Control Plan & Details
  - Detailed Grading Sheets (as needed)
  - Overall Utility Plan (if needed)
  - Plan and Profile Sheets (as required for storm, sanitary, water)
  - Streets Plan and Profile Sheets
  - Paving, Signage and Striping Plans
  - Construction Details

- Construction drawing plan sheet count estimated to be 15-20 sheets
- Prepare specification notes to be included on the plans. Town of Johnstown specifications will be referenced.
- This proposal assumes the construction of these Colorado Boulevard improvements will occur in a single phase and will not require phasing plans.

#### **Phase 4. Drainage Report and Analysis**

Sanderson Stewart will perform the necessary analysis to prepare a Preliminary and Final Drainage Report & Plan in accordance with the Storm Drainage Design Criteria by the Johnstown Waste Water Department (JWWD), the Mile High Flood District and Johnstown's Overall Master Drainage Plan, as required. This task will generally include:

- Criteria/standards research
- Existing document and report review
- Modeling and calculations
- Report preparation with necessary spreadsheets, maps, and exhibits
- BMP analysis and selection, as required
- Prepare drainage plans for inclusion in report

#### **Phase 5. Public Improvements Opinion of Costs**

An Engineer's Opinion of Probable Construction Cost for public improvements will be prepared by the site Contactor who will construct the full width roadway improvements of Colorado Boulevard and the Purvis Farm development.

#### **Phase 6. Traffic Engineering Assistance (T&M – Time and Materials)**

Sanderson Stewart's Community Transportation Studio will assist with roadway geometry design and review of plans in relation to the prescribed warrants outlined in the Traffic Impact Study that was prepared by this studio for the Purvis Farm project. We will coordinate with the Town's Public Works Department, and the Town's Engineer and Traffic Engineer, as required, to make sure the improvements are designed per Town requirement and the adjacent developments are accommodated.

**Phase 7. Meetings & Coordination (T&M – Time and Materials)**

Sanderson Stewart will coordinate with the Client, project team (including sub-consultants), Purvis Farm Development team and utility providers, as required, during the phases described above. We have anticipated approximately 50 hours for the following meetings and coordination pertaining to the Scope of Services provided above:

- Perform one (1) site visit with design team to review existing conditions and take site photos
- Attend two (2) meetings with Client and project team to evaluate the opportunities and constraints associated with the project site in accordance with the Client’s goals and objectives to progress the concept layout
- Attend three (3) Town Staff Review Meetings for ongoing project review
- Coordinate with the Town departments, as required
- Coordinate with utility companies regarding utility services for the project, including gas, power, telephone, and cable television
- Additional hours have been assumed for ongoing coordination with the external project team, as needed, over the course of the project

**Base Services - Fees and Billing Arrangements**

For phases 001 through 005, we propose to bill for our services on a lump sum basis plus reimbursable expenses incurred. The Time & Materials (T&M) fees for phases 006 and 007 are suggested amounts for budgeting purposes only.

<u>Phase</u>	<u>Fee</u>
Phase 001 – Topographic Survey with Utility Locates .....	\$2,500.00
Phase 002 – Conceptual Planning Assistance and Design .....	\$7,200.00
Phase 003 – Site Design and Construction Drawings .....	\$45,600.00
Phase 004 – Drainage Report and Analysis.....	\$12,300.00
Phase 005 – Public Improvements Opinion of Cost (provided by Contractor).....	\$0.00
<b>Lump Sum Total</b>	<b>\$67,600.00</b>
 Phase 006 – Traffic Engineering Assistance (T&M, Suggested Budget) .....	 \$10,500.00
Phase 007 - Meetings & Coordination (T&M, Suggested Budget).....	\$9,800.00
 Retainer (Waived) .....	 \$0.00
 Private Utility Locates (T&M, Suggested Budget).....	 \$650.00
Reimbursable Expenses (T&M, Suggested Budget).....	\$850.00

Reimbursable expenses would be billed per Sanderson Stewart's standard rate schedule (see Appendix for rate schedule) on a T&M basis. Due to the unpredictable nature of the design process, our T&M service fees and Reimbursable Expenses could be less than or more than the suggested budget listed above. We would make reasonable attempts to notify you ahead of time should our fees exceed these estimated amounts.

For requested additional services beyond the scope of services outlined above, an adjustment to the fee amounts or additional fees will be negotiated.

### **Optional Services**

#### **Option A. Construction Administration Assistance and Record Drawings**

Sanderson Stewart will provide construction administration assistance upon request. We would anticipate our scope of services to include approximately 40 hours of time during the construction phase to provide responses for a total of five (5) requests for information (RFIs), submittal reviews, provide plan interpretation, attend the initial pre-construction meeting and for three (3) intermediate site visit for the purpose of observing the progress of the grading and/or construction of the site improvements to determine general conformance with the plans. We do not anticipate full-time construction observation for this project. Once the project is completed, Sanderson Stewart will provide one (1) final site visit to verify that the site has been constructed in general conformance with the design plans and will prepare a punch list of items reflecting observed construction defects. Any additional site inspections, additional RFIs, or major plan revisions will be undertaken only at the request of Client and will be performed as additional services.

In addition, Sanderson Stewart will prepare Final Record Drawings and submit the close-out documentation to the Town of Johnstown to include site, grading and/or roadway certification documents and verification letters, as may be required by the Town.

- Coordination with the site general contractor to obtain field notes and field survey provided by contractor.
- Transferring field notes and as-built survey data to design drawings.
- Prepare Record Drawings for the Town of Johnstown to include the affected and pertinent plan sheets for street and storm.

For the optional services listed above, we would propose to bill for our services on a Time & Materials basis plus reimbursable expenses incurred. We suggest you budget for the following estimated fee amount and reimbursable expenses listed below, should you request these services.

**Note:** Coordination of construction and logistics associated with the roadway improvements described herein will be completed by the Purvis Farm development team.

**Optional Services**

**Approximate T&M Fee**

A – Construction Administration Assistance and Record Drawings..... \$14,500.00

Reimbursable expenses would be billed per Sanderson Stewart’s standard rate schedule. Due to the unpredictable nature of the design process, our optional services fees could be less than or more than the hourly suggested budget amounts listed. We would make reasonable attempts to notify you ahead of time should our fees exceed these estimated amounts.

For requested additional services beyond the optional services outlined above, an adjustment to the fee amounts or additional fees will be negotiated.

**Invoice and Billing:** Sanderson Stewart will bill for its services on a phased billing basis as described above. Sanderson Stewart will begin work once this agreement has been executed by both parties.

Sanderson Stewart shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a lump sum basis, the amount of each monthly invoice shall be determined on the “percentage of completion method” whereby Sanderson Stewart will estimate the percentage of the total work (provided on a lump sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for consultants retained by Sanderson Stewart and reimbursable costs. Such invoices shall be submitted by Sanderson Stewart as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon receipt. The Client agrees that the monthly invoice from Sanderson Stewart is correct, conclusive, and binding on the Client; unless the Client, within 20 working days from the date of receipt of such invoice, notifies Sanderson Stewart in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup.

**Project Schedule**

Once Sanderson Stewart receives Client’s authorization to proceed (retainer has been waived), we are prepared to begin work on the project immediately and at that time, Sanderson Stewart shall prepare and submit to the Client a schedule for the performance of Sanderson Stewart’s services. This schedule shall include reasonable allowances for review and approval times required by the Client, performance of services by the Client’s consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character, or size of the project requested by the Client, or for delays or other causes beyond Sanderson Stewart’s reasonable control.

The Client and Sanderson Stewart are aware that many factors outside Sanderson Stewart’s control may affect Sanderson Stewart’s ability to complete the services to be provided under this



agreement. Sanderson Stewart will perform these services with reasonable diligence and expediency consistent with sound professional practices.

### **General Assumptions, Exclusions and Additional Services**

1. The project will be completed in accordance with the scope of services as outlined above and assumes a “one-time design”. Any modifications to the design concept after work has been completed will be considered additional services.
2. Additional submittals beyond those outlined above will be considered additional services.
3. Upon request, Sanderson Stewart can provide construction administration assistance as outlined above in the Optional Services section.
4. Environmental Report/Studies (if required) shall be provided by others.
5. Geotechnical services are not part of the scope of services. If requested, Sanderson Stewart can provide this service for an additional fee.
6. Traffic Impact Study preparation and/or modifications to the existing TIS prepared for Purvis Farm are not included in the scope of services. If requested, we can provide this service for an additional fee.
7. Preparation of separate specifications and/or project manual is not part of this Scope of Services. If requested, we can provide this service for an additional fee.
8. It is assumed there is an adequate stormwater outfall point adjacent to the proposed improvements and that no off-site improvements will be needed. Should off-site improvements to create an outfall point be required, this may be performed as additional services.
9. It is assumed that existing utilities will and can be relocated, modified and/or re-routed by the contractor and/or owner of utility in order to accommodate the proposed improvements.
10. It is assumed the entire development is located outside of the 100-year floodplain/floodway.
11. Irrigation ditch/lateral system design is not included in this scope of services. If requested, Sanderson Stewart can provide this service for an additional fee.
12. Notification to mineral rights owners and providing proof of such is not a part of our scope of services and will be completed by others. If requested by the Client, we can provide this as an additional service at the current hourly rate.
13. Referral mailings to surrounding property owners is not included in this scope of services. If requested, we can provide this as an additional service.
14. Any additional environmental studies and reports such as for special wildlife, natural habitats and/or hazardous materials impact shall be performed by others, if required.
15. Variance requests to the Town of Johnstown are not included in this scope of services. If requested by the Client to pursue variances, we can provide necessary documents and attend meetings as an additional service.
16. The Client will negotiate and complete any agreements pertaining to the improvements and this project.

17. If work within the Colorado Boulevard ROW requires utility locates that are ASCE QL-B or better, a SUE report may be required which is not included in this scope of work. Sanderson Stewart can perform this work as an additional service, upon request.
18. A Public Works permit application is not part of our scope of services and is assumed to be prepared by the Contractor, as required. This service can be provided for an additional fee.
19. Preparation of the Colorado Stormwater Discharge Associated with Construction Activities permit application is not included in the base scope of service and is assumed to be prepared by the Contractor. Sanderson Stewart can perform this work as an additional service, upon request.
20. A local grading permit application is not part of our scope of services and is assumed to be prepared by the Contractor. This service can be provided for an additional fee.
21. Local and/or State dewatering permitting assistance is not part of our scope of service and is assumed to be prepared by the Contractor, if required. Upon request, Sanderson Stewart can assist in preparing said permitting as an additional service.
22. A State Fugitive Dust Control Plan, Air Pollutions Emissions Notice (APEN), and/or an Emissions Permit are not part of our scope of services and is assumed to be prepared by the Contractor, as required. This service can be provided for an additional fee. We are assuming that the General Contractor will be preparing these applications.
23. Retaining wall design is not part of our scope of services. If requested by the Client, we shall contract with a licensed retaining wall designer at the Owner's expense.
24. Bid administration is not part of this Scope of Services. If requested, Sanderson Stewart can provide this service for an additional fee.
25. Sanderson Stewart will have unlimited access to the subject property.
26. Coordination/communication with property owners adjacent to and affected by the roadway improvements shall be conducted by the Client.
27. Preparation of multi-sheet phasing plans is not part of our scope of services. If requested by the Client, Sanderson Stewart can prepare such phasing plans as an additional service.
28. As-built survey is not a part of this scope of services. If requested by the Client, we can provide a proposal for the as-built survey once final construction drawings are complete.
29. Survey of utilities and drainage outside of the proposed survey limits are not included in these scopes of services but can be provided as additional services if requested.
30. Construction staking is not included in this scope of services. Sanderson Stewart can perform this work as an additional service, upon request.
31. Potholing services are not included in this scope of services and shall be provided by others.
32. Fees for any unforeseen applications, filings or permitting, fees required by governing agencies, or any other fees not specifically defined herein are not included in our fees and shall be paid by Client.
33. Any task directive given to Sanderson Stewart from Client by phone, email, or any other means of communication that is not part of the above Scope of Services shall be considered notice to proceed with that particular task and will be performed as additional services.
34. Other requested services beyond those basic services described above may be provided as an additional service.

If the Client and Sanderson Stewart agree in writing, Sanderson Stewart will provide additional services. Additional services are not included in the basic services and shall be paid for by Client, in addition to payment for basic services, in accordance with Sanderson Stewart's prevailing fee schedule. Notwithstanding the foregoing, Sanderson Stewart shall have the right, but not the obligation, to provide, without advance authorization from the Client, other services made necessary by the default of the contractor or Client, or by deficiencies, delays, or defects in the work provided by the contractor. Sanderson Stewart shall provide written notice of the provision of such services as soon as reasonably possible.

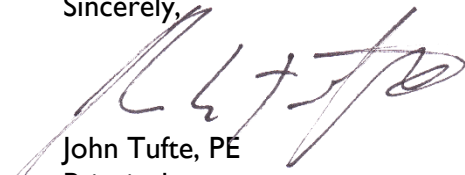
Services not set forth above as basic services are specifically excluded from the scope of Sanderson Stewart's services. Sanderson Stewart assumes no responsibility to perform any services not specifically listed as basic services.

**Entire Agreement:** This agreement, including the attached Terms and Conditions incorporated into and made part of this contract, constitutes the entire agreement between Sanderson Stewart and Client. It supersedes all prior communications, understandings, and agreements, whether oral or written. It shall become effective after being signed and dated by both parties; and, upon each page being initialed by Sanderson Stewart. Any amendment or modification to this contract must be written and executed by both Sanderson Stewart and Client.

### **Conclusion**

We appreciate the opportunity to provide you with this proposal and look forward to being a part of your team. Please feel free to call me at 970-893-2016 (Direct) or 970-893-1688 (Cell) if you have any questions regarding this proposal. Otherwise, if it meets your approval, simply email this signed and dated agreement to me at [jtufte@sandersonstewart.com](mailto:jtufte@sandersonstewart.com).

Sincerely,



John Tufte, PE  
Principal



Charles Sonnier, PE  
Senior Engineer/Project Manager

WCR 13 Widening Improvements  
August 17, 2022  
Page 12

I hereby authorize SANDERSON STEWART to proceed as described above and, by my signature, acknowledge and agree to the Terms and Conditions attached to (**Appendix**) and made part of this contract. Moreover, an electronic or faxed copy of my signature shall be as effective as any original:

By \_\_\_\_\_  
Client Title Date

By \_\_\_\_\_  
Sanderson Stewart Title Date

CJS/mz  
Enc.

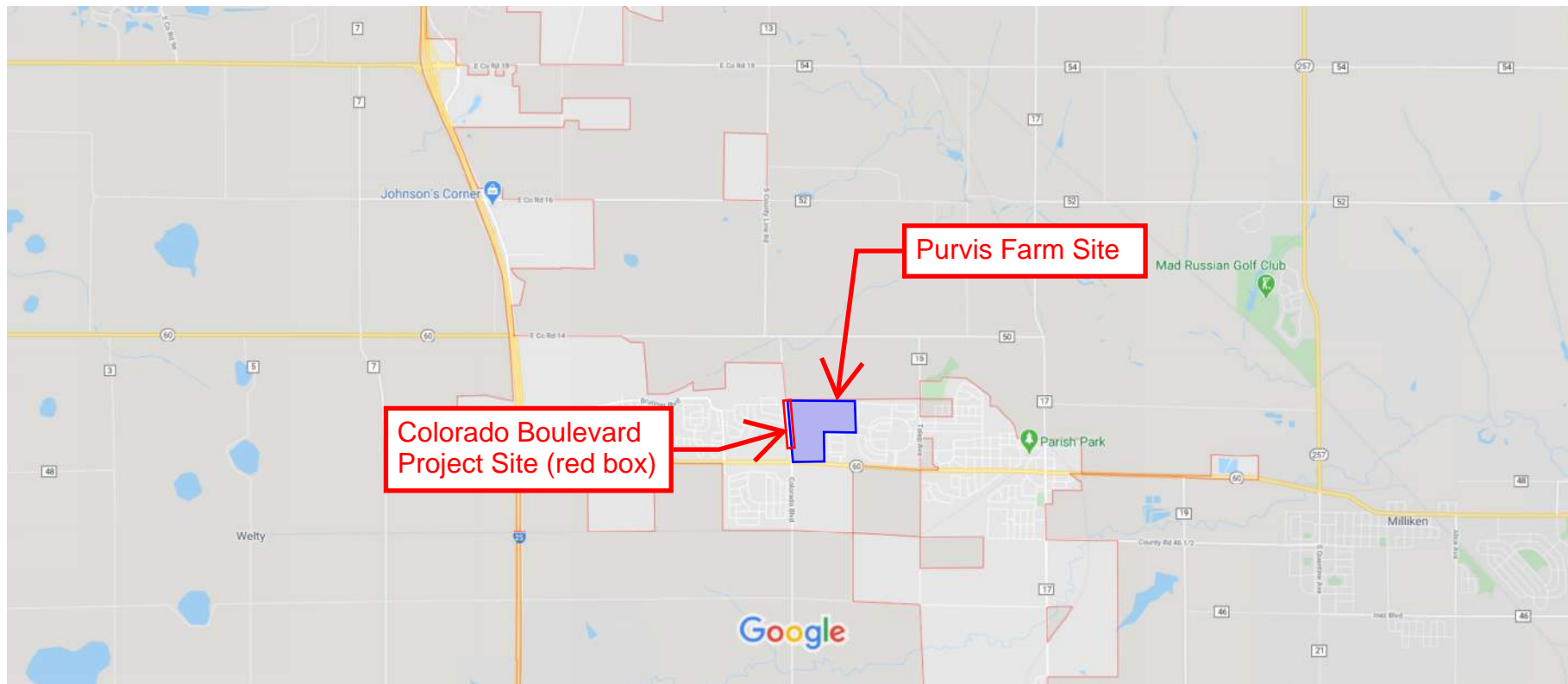
O:\2020\PM - Fee Proposals\-- Colorado\Johnstown - Purvis Farm\Proposal\Purvis Farm - ODP\_Plat & PUD Proposal\_DRAFT\_7-31-20.docx

\_\_\_\_\_  
Initials

Colorado Boulevard Improvements  
Johnstown, Colorado

APPENDIX

Google Maps Johnstown



Colorado Boulevard Project Site (red box)

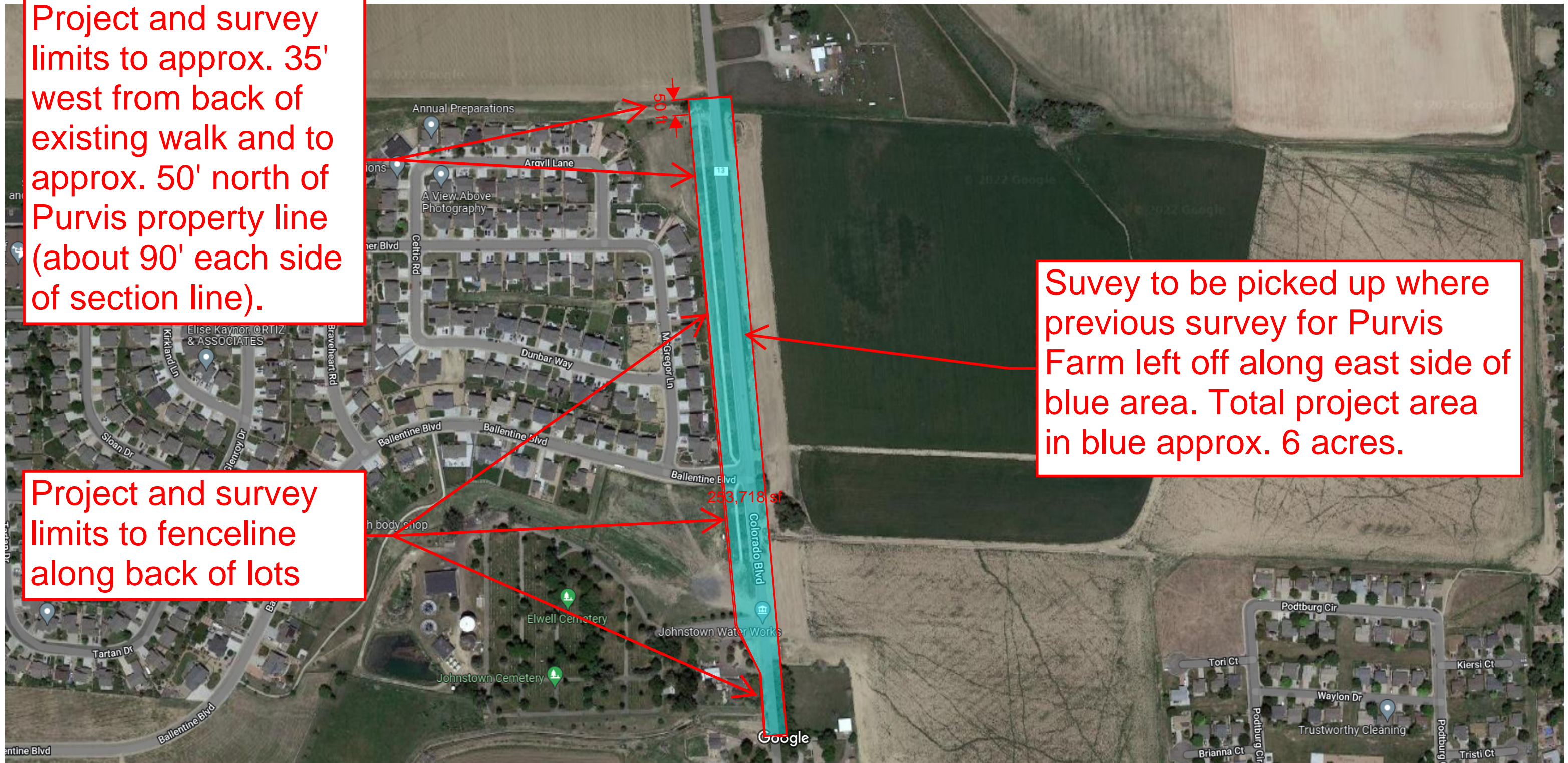
Purvis Farm Site

Map data ©2020 2000 ft

Project and survey limits to approx. 35' west from back of existing walk and to approx. 50' north of Purvis property line (about 90' each side of section line).

Project and survey limits to fenceline along back of lots

Survey to be picked up where previous survey for Purvis Farm left off along east side of blue area. Total project area in blue approx. 6 acres.



## TERMS AND CONDITIONS

**INTEREST, SUSPENSION, AND COLLECTION COSTS:** Any invoice not paid within 30 days of date of invoice shall bear interest at 1.5 percent per month on the unpaid balance. If CLIENT fails to make payment within 45 days of the date of any invoice, SANDERSON STEWART shall have the right, but not the obligation, to suspend work and withhold deliverables until payment in full, including interest, is received. SANDERSON STEWART shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. If SANDERSON STEWART resumes services after payment by CLIENT, the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for SANDERSON STEWART to resume performance.

If an invoice remains unpaid for more than 90 days, SANDERSON STEWART shall have the right, but not the obligation, to initiate collection procedures. If the CLIENT fails to make payment when due and SANDERSON STEWART incurs any costs in order to collect sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to SANDERSON STEWART. Collection costs shall include, but are not limited to, legal fees, collection agency fees and expenses, court costs, collection bonds, and reasonable staff costs for SANDERSON STEWART's staff for time spent in efforts to collect. This obligation of CLIENT to pay SANDERSON STEWART's collection costs shall survive the term of this Agreement or any termination by either party.

It is understood and agreed that SANDERSON STEWART's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a Supplemental Agreement may be negotiated between the CLIENT and SANDERSON STEWART describing the services desired and providing a basis for compensation to SANDERSON STEWART.

**TERMINATION OF SERVICES FOR NON-PAYMENT:** If the CLIENT fails to make payment to SANDERSON STEWART in accordance with this Agreement, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by SANDERSON STEWART.

**SET-OFFS, BACK CHARGES, AND DISCOUNTS:** Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by SANDERSON STEWART. Payment to SANDERSON STEWART for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

**INFORMATION PROVIDED BY CLIENT OR OTHERS:** CLIENT agrees to provide to SANDERSON STEWART all available information necessary to perform duties as outlined in the attached scope of services. The CLIENT shall furnish, at CLIENT'S expense, all information, requirements, reports, data, surveys, and instructions required. SANDERSON STEWART is entitled to rely on the accuracy and completeness of all such information provided.

CLIENT shall furnish right-of-way entry onto the project site for SANDERSON STEWART to perform necessary field measurements or studies.

**OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by SANDERSON STEWART as instruments of service shall remain the property of SANDERSON STEWART. SANDERSON STEWART retains all common law, statutory and other reserved rights, including the copyright to all instruments of service. If any instruments of service must be filed with governmental agencies, SANDERSON STEWART will furnish copies to the CLIENT upon request. The CLIENT will not reuse or modify the instruments of service without SANDERSON STEWART's prior written authorization. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless SANDERSON STEWART, its officers, directors, employees, and agents, from and against any and all damages, claims, liabilities, costs, or suits, including reasonable attorney's fees and defense costs, arising from, allegedly arising from, or in any way connected with, the unauthorized reuse or modification of any instrument of service by any person or entity other than SANDERSON STEWART.

**ELECTRONIC FILES:** SANDERSON STEWART may furnish drawings, reports, or data on electronic media generated and furnished by SANDERSON STEWART. The CLIENT understands and agrees that all such electronic files are instruments of service of SANDERSON STEWART, that SANDERSON STEWART shall be deemed the author, and shall retain all common law, statutory law, and other rights, including copyrights. The CLIENT agrees not to reuse these electronic files, in whole or in part, for any other purpose other than for the project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of SANDERSON STEWART. The CLIENT further agrees to waive all claims against SANDERSON STEWART resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than SANDERSON STEWART.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by SANDERSON STEWART and electronic files, the signed or sealed hard-copy construction documents shall govern.

Additionally, the CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless SANDERSON STEWART, its officers, directors, employees, and agents, against all damages, liabilities, claims, or suits, including reasonable attorney's fees and defense costs, arising from any changes made by anyone other than SANDERSON STEWART, or from any reuse of the electronic files without the prior written consent of SANDERSON STEWART.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by SANDERSON STEWART; and SANDERSON STEWART makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. SANDERSON STEWART shall not be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of electronic files.

**OPINIONS OF PROBABLE COST:** CLIENT hereby acknowledges that SANDERSON STEWART cannot warrant that any opinions of probable cost provided by SANDERSON STEWART will not vary from actual costs incurred by the CLIENT. The CLIENT understands that SANDERSON STEWART has no control over the cost or availability of labor, equipment, materials, or over market conditions or the Contractor's method of pricing. SANDERSON STEWART makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from SANDERSON STEWART's opinion of probable cost.

**LIMIT OF LIABILITY:** In recognition of the relative risks and benefits of the project to both the CLIENT and SANDERSON STEWART, the risks have been allocated such that the CLIENT agrees to limit the liability of SANDERSON STEWART to the CLIENT for any and all claims, cause or



combination of causes, including attorney's fees, costs, and expert witness fees so that the total aggregate liability of SANDERSON STEWART to CLIENT shall not exceed \$50,000.00 or SANDERSON STEWART's total fees for services on this project, whichever is greater. It is intended that this limitation apply to any and all claims, liability or causes of action, however alleged or arising.

**CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, SANDERSON STEWART shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall SANDERSON STEWART be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with the applicable laws, ordinances, rules, or regulations. These rights and responsibilities are solely those of the Contractor.

SANDERSON STEWART shall not be responsible for any acts or omissions of the Contractor, subcontractor, or any person or entity performing any portion of the work. SANDERSON STEWART does not guarantee or warrant the performance of any Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable codes, laws, rules or regulations.

**JOB SITE SAFETY:** Neither the professional activities of SANDERSON STEWART, nor the presence of SANDERSON STEWART at the construction/project site, shall relieve the general contractor and all subcontractors of any of their responsibilities and duties to perform the work in accordance with the contract documents and to comply with any health or safety precautions required by any regulatory agencies. SANDERSON STEWART does not have authority to control any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the contractor and subcontractors are solely responsible for job site safety and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that CLIENT and SANDERSON STEWART shall be indemnified by the general contractor for any such claims, and shall be made additionally insured under the general contractor's insurance policies.

**RECOMMENDATIONS BY SANDERSON STEWART:** Sanderson Stewart may provide advice and/or recommendations to the CLIENT during Sanderson Stewart's provision of services for the CLIENT's project. If the CLIENT declines to follow the advice and/or recommendations provided by Sanderson Stewart, the CLIENT agrees that Sanderson Stewart shall not have any liability for adverse consequences or damages resulting from the CLIENT's failure to follow the advice and/or recommendations of Sanderson Stewart. Additionally, the parties agree that the CLIENT's failure to follow advice and/or recommendations of Sanderson Stewart may be cause for Sanderson Stewart to immediately terminate this Agreement at Sanderson Stewart's sole discretion.

**PERMITTING:** SANDERSON STEWART shall assist the CLIENT in applying for permits and approvals where required by law. In cases where the scope of services requires SANDERSON STEWART to submit, on behalf of the CLIENT, a permit application and/or approval by a third party to this contract, SANDERSON STEWART does not make any warranties, guarantees, or representations as to the success of SANDERSON STEWART's effort on behalf of the CLIENT. Payment for services rendered by SANDERSON STEWART is not contingent upon the successful acquisition of these permits.

**NO ASSIGNMENT WITHOUT CONSENT:** Neither party may assign this Agreement without the written agreement of the other party.

**TERMINATION:** In the event of termination of this Agreement by either party, the CLIENT shall, within 15 days of termination, pay SANDERSON STEWART for all services rendered and reimbursable costs incurred by SANDERSON STEWART up to the date of termination.

The CLIENT may terminate this Agreement for convenience and without cause upon 21 calendar days' written notice.

Either party may terminate this Agreement for cause upon 10 calendar days' written notice for the following reasons:

1. Substantial failure by either party to perform in accordance with this Agreement;
2. Assignment of this agreement without the written consent of the other party;
3. Suspension of the project or SANDERSON STEWART's services for more than 60 calendar days, consecutive or aggregate;
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the project, or the failure of the parties to reach an agreement on compensation and/or schedule adjustments necessitated by such changes.

In the event of a termination not the fault of SANDERSON STEWART, the Client shall pay SANDERSON STEWART, in addition to payment for services rendered and reimbursable expenses incurred, all expenses incurred by SANDERSON STEWART in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

**CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision in this Agreement, neither the CLIENT nor SANDERSON STEWART, their respective officers, directors, shareholders, partners, employees, agents, members, subconsultants, or employees shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or in any way connected to the project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action.

**DISPUTE RESOLUTION, VENUE, AND CHOICE OF LAW:** Any claim arising out of or related to this Agreement (except for Collection Procedures employed by SANDERSON STEWART and those waived or barred as provided elsewhere in this Agreement), shall be subject to mediation as a condition precedent to arbitration or to the institution of legal or equitable proceedings by either party. The parties shall endeavor to resolve their claims by mediation. Either party may file a request for mediation. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Billings, Montana. Any agreements reached in mediation shall be enforceable as settlement agreements by any court having jurisdiction.

Venue for any arbitration or litigation arising out of this Contract shall be in the Thirteenth Judicial District, Yellowstone County, Montana. This Agreement shall be governed by, and interpreted under, the law of the State of Montana.

**ENTIRE AGREEMENT:** This Agreement is the entire agreement between SANDERSON STEWART and CLIENT. It supersedes all prior communications, understandings, and agreements, whether oral or written. Any amendment or modification to this Agreement must be written and executed by both SANDERSON STEWART and CLIENT.

# CHARGE OUT RATES

EFFECTIVE FEBRUARY 16, 2022

## STAFF PERSONNEL SERVICES

Staff Engineer I	\$110.00/hour
Staff Engineer II	\$125.00/hour
Project Engineer I	\$130.00/hour
Project Engineer II	\$140.00/hour
Senior Engineer I	\$175.00/hour
Senior Engineer II	\$210.00/hour
Principal	\$235.00/hour
Engineer Intern	\$70.00/hour
Expert Witness/Special Consultant	\$285.00/hour
Staff Planner I	\$95.00/hour
Staff Planner II	\$105.00/hour
Planner I	\$130.00/hour
Planner II	\$145.00/hour
Senior Planner I	\$155.00/hour
Senior Planner II	\$170.00/hour
Right-of-Way Agent	\$165.00/hour
Staff Landscape Designer I	\$95.00/hour
Staff Landscape Designer II	\$105.00/hour
Landscape Architect I	\$130.00/hour
Landscape Architect II	\$145.00/hour
Senior Landscape Architect I	\$155.00/hour
Senior Landscape Architect II	\$170.00/hour
Field Survey Technician I	\$80.00/hour
Field Survey Technician II	\$85.00/hour
Staff Surveyor I	\$105.00/hour
Staff Surveyor II	\$115.00/hour
Professional Land Surveyor	\$125.00/hour
Senior Professional Land Surveyor	\$175.00/hour
Graphic Artist	\$95.00/hour
Marketing Director	\$155.00/hour
CADD Technician I	\$85.00/hour
CADD Technician II	\$90.00/hour
Designer I	\$100.00/hour
Designer II	\$105.00/hour
Senior Designer I	\$120.00/hour
Senior Designer II	\$130.00/hour
Construction Inspector	\$85.00/hour
Construction Engineering Technician	\$100.00/hour
Senior Construction Engineering Technician	\$135.00/hour
Construction Engineer I	\$130.00/hour
Construction Engineer II	\$140.00/hour
Project Administrator	\$100.00/hour
Administrative/Clerical	\$85.00/hour

## SURVEY CREW SERVICES

1-man Crew/2-man Crew	\$Per Job
Survey Equipment	\$15.00 /fieldwork hour
Survey Vehicle Mileage	\$.75 /mile
Scanner Equipment	\$150.00 /hour
Scanner Equipment (Hourly)	\$150 /hour
Scanner Equipment (Full Day)	\$1,050 /day

## OUTSIDE CONSULTANTS

- 1) At cost if independently billed direct to client.
- 2) Cost plus 5% if billed through us.

## INDEPENDENT LABORATORIES

- 1) At cost if independently billed direct to client.
- 2) Cost plus 5% if billed through us.

## ADMINISTRATIVE EXPENSES

Administrative expenses  
(including copies, prints, phone, postage, materials, and travel) 3.5% \*

\* based on professional services only, unless modified by contract

Vehicle Mileage IRS Rate

**These rates are updated periodically to reflect market conditions. Rate increases will be reflected in future invoicing.**