

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF MOORE AND
BUTZER ARCHITECTS AND URBANISM, LLC

WHEREAS, the City of Moore (“City”) is engaged in the implementation of a United States Department of Housing and Urban Development (“HUD”) Community Development Block Grant (“CDBG”) Disaster Recovery program for areas within the City impacted by the May 20, 2013 tornado outbreak; and

WHEREAS, the property described in Attachment “A” (“Property”), located near the intersection of Southwest 17th Street and South Janeway Avenue, is one of the areas so impacted; and

WHEREAS, as part of its CDBG Disaster Recovery program, the City desires to create a viable redevelopment master plan (“Master Plan”) for the Property and has been awarded CDBG funds for this purpose; and

WHEREAS, the Scope of Work included in this Agreement is authorized as part of the City’s approved CDBG Disaster Recovery project; and

WHEREAS, the City has sought the procurement of qualified consultants for the development of the Master Plan through the publication and advertising of a Request for Proposals (“RFP”) for such services; and

WHEREAS, Butzer Architects and Urbanism, LLC, an Oklahoma limited liability company (“Consultant”), has submitted a response to the RFP and has been selected as the top qualified firm amongst the responses to the RFP; and

WHEREAS, the City’s procurement and selection processes have complied with the provisions for soliciting professional services providers required by the federal regulations implementing the CDBG-Disaster Recovery program; and

WHEREAS, it is appropriate and desirable to award the Consultant a professional services agreement to complete the work contemplated by the RFP.

NOW, THEREFORE, the City and the Consultant agree to all the foregoing and further agree as follows:

Section 1. Scope of Services. The Consultant hereby agrees to perform the professional services in accordance with the Scope of Work in the Attachment “B” to this Agreement (“Scope of Work”).

Section 2. Additional/Alternate Services. Should additional or alternate services outside the scope set forth in Section 1 herein be requested of the Consultant by the City, then said alternate or additional services shall be by written agreement and shall automatically become a part of this Agreement upon acceptance and funding by the City and acceptance by the

Consultant. It is understood and agreed that the City will not be liable for any cost overrun on this Agreement without its prior written approval. Said approval must be obtained prior to the Consultant commencing additional or alternate services that will result in the cost overrun.

Section 3. Term of Agreement. The term of this Agreement shall commence on the Effective Date (as defined herein), and shall end on the later of June 30, 2016 or such time as the services contemplated herein are completed.

Section 4. Compensation and Method of Payment. The Consultant shall be paid according to the schedule set forth in Attachment "B" and the total amount of services shall not exceed \$[260,000.00]. Consultant agrees to bill the City monthly for services rendered by all members of the Team (as defined in Section 9 of this Agreement) pursuant to the Compensation Schedule in Attachment "B" for each respective month of the Term. It is understood that this Agreement is funded in whole or in part with CDBG funds through the City of Moore CDBG-Disaster Recovery program, and is subject to those regulations and restrictions normally associated with federally-funded programs.

Section 5. Records Retention. The Consultant agrees to maintain such records and follow such procedures as may be required under the City's CDBG-Disaster Recovery program and any such procedures as the City may prescribe.

Section 6. Independent Consultant Relationship. The relationship of the Consultant to the City shall be that of an independent consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

Section 7. Termination. Either party may terminate this Agreement without cause after ten (10) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. In the event of termination, Consultant shall be paid for the work performed up to the date of termination. The City shall be entitled to all Consultant work up to the date of termination.

Section 8. Changes, Amendments, and Modifications. The City may, from time to time, require changes or modifications in the Scope of Work to be performed. Such changes, including any decrease or increase in the amount of compensation, which are mutually agreed upon by the City and the Consultant shall be incorporated in written amendments to this Agreement.

Section 9. Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required in order to perform under this Agreement. Such personnel shall not be employees of, or have any contractual relationship to, the City.

All services required hereunder will be performed by the Consultant, its employees, or by independent contractors of the Consultant under its supervision. All personnel engaged in the

work shall be fully qualified and shall be authorized or permitted under federal, state, and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted to anyone besides the sub-Consultants listed in Attachment “B” without prior written approval of the City (Consultant, together with all listed sub-consultants listed in Attachment “B,” collectively, the “Team”). Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this Agreement.

Section 10. Assignability. The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment or notation), without prior written consent of the City thereto; provided, however, that claims for money by the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City by the Consultant.

Section 11. Reports and Information. The Consultant, at such times and in such forms as the City may require, shall furnish the City with such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

Section 12. Findings Confidential. All of the reports, information, data, etc. prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

Section 13. Copyright. No report, maps or other documents produced in whole or in part under this Agreement shall be subject of an application for copyright by or on behalf of the Consultant.

Section 14. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the state and local government, and the Consultant shall hold the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

Section 15. Interest of City Council Members and Officers of the City. No member of the City Council of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct, or indirect, in this Agreement; and the Consultant shall also take appropriate steps to assure compliance.

Section 16. Interest of the Consultant, its Employees, and its Sub-Consultants. The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any

manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by the Consultant or any sub-Consultants.

Section 17. Hold Harmless. The Consultant agrees to indemnify and hold harmless the City, its appointed and elected officers, and its employees, from and against all loss and expense, including attorney fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers, and its employees from damages sustained by any person or persons arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this Agreement.

Section 18. Insurance. The Consultant shall provide Certificates of Insurance to the City naming the City as an additional insured for general liability and automobile policies and shall provide proof of workers compensation coverage to the City.

Section 19. Notice. Any notices, demands or other communication required under this Agreement shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, to the City or the Consultant at the following addresses:

CITY: City of Moore
Attn: Elizabeth Jones, Community Development Director
301 North Broadway
Moore, Oklahoma 73160

CONSULTANT: Butzer Architects and Urbanism, LLC
Attn: (1) Hans Butzer, Principal, and (2) Dustin Akers, Planner
718 West Sheridan
Oklahoma City, Oklahoma 73102

Section 20. Remedies. Should either party to this Agreement fail to comply with the terms and conditions contained herein, the other party may pursue such remedies as are legally available.

Section 21. Governing Law. Should it become necessary to determine the meaning or otherwise interpret any word, phrase or provision of this Agreement, or should the terms in any way be the subject of litigation in any court of laws or equity, it is agreed that the laws of the State of Oklahoma shall exclusively control same.

Section 22. Counterparts. This Agreement is executed in multiple counterparts, each of which will constitute an original of this instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto set their hands this 20th day of July, 2015 ("Effective Date").

**BUTZER ARCHITECTS
AND URBANISM, LLC**

CITY OF MOORE

By: 
Hans Butzer, Principal

By: 
Glenn Lewis, Mayor

ATTACHMENT "A"

PROPERTY DESCRIPTION

The existing platted property, all of which resides in the Southeast Quarter (SE/4), of Section Twenty-Two (22), Township Ten (10) North, Range Three (3) West of the Indian Meridian, Cleveland County Oklahoma being described as follows:

All of Blocks 3, 4 & 6 of ROYALPARK – MOORE No. 2 according to the recorded plat thereof, Moore, Cleveland County, Oklahoma in Plat Book 11, Page 6, less and except that portion of Blocks 3 & 4 re-platted as BONNIE BRAE BLOCKS 11-15 according to the recorded plat thereof, Moore, Cleveland County, Oklahoma in Plat Book 12, Page 5;

All of Blocks 5 & 6 ROYALPARK – MOORE according to the recorded plat thereof, Moore, Cleveland County, Oklahoma in Plat Book 9, Page 61;
All of Lot 5, Block 1 of ROYAL ROCK SECTION 4 according to the recorded plat thereof, Moore, Cleveland County, Oklahoma in Plat Bk. 23, Page 25,

And

The northerly portion of the 60 feet public right-of-way of Max Morgan Boulevard, included and as shown on the aforementioned ROYAL ROCK SECTION 4 plat, and being more particularly described as follows:

Beginning at the southwest corner of said Lot 5, Block 1 of said plat, Thence S 89°44'47" W a distance of 60.00 feet to the west right-of-way line of said public right-of-way; Thence N 00°15'13" W along said line a distance of 92.25 feet to a point on the southerly right-of-way of S.W. 17th Street; Thence northerly along said right-of-way line on a curve to the left having a radius of 1490.68 feet, a curve length of 88.41 feet with a chord bearing N 70°25'26" E and a chord distance of 88.39 feet; Thence S 34°28'33" E a distance of 41.09 feet; Thence S 00°15'13" E a distance of 87.73 feet to the point of beginning.

And

The 25' Site Triangle & Public Road Easement included and as shown on the aforementioned ROYAL ROCK SECTION 4 plat, and being more particularly described as follows:

Beginning at the northwest corner of the right-of-way of said Max Morgan Boulevard, a public street, Thence S 00°15'13" E along said west right-of-way line a distance of 25.00 feet, Thence N 53° 49' 30" W a distance of 29.69 feet to a point on the southerly right- of-way of S.W. 17th Street; Thence northerly along said right-of-way line on a curve to the left having a radius of 1490.68 feet, a curve length of 25 feet to the point of beginning.

LESS AND EXCEPT

A tract of land in the Southeast Quarter (SE/4) of Section Twenty-Two (22), Township Ten (10) North, Range Three (3) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly Described as follows:

BEGINNING at the Northeast corner of Lot 4, Block 1 of the recorded plat of ROYAL ROCK SECTION IV, Book 23, Page 26-26, Cleveland County, Oklahoma, more particularly described as follows:

THENCE from said corner S 89°44'47" W along the North line of said Lot 4, a distance of 440.53 feet; THENCE S 65°29'20" W a distance of 185.77 feet; THENCE S 89°44'47" W a distance of 320.50 to a point on the West right-of-way of Max Morgan Boulevard; THENCE N 00°15'13" W along said right-of-way a distance of 74.17 feet; THENCE S 89°29'15" W a distance of 504.23 feet to the West right-of-way of Yule Drive; THENCE N 12°21'15" E along said right-of-way a distance of 425.14 feet; THENCE N 89°44'47" E a distance of 1191.12 feet to a point on the Easterly line of the vacated Lot 5, Block 1, ROYAL ROCK SECTION IV, recorded in Bk. Pg. Cleveland County, Oklahoma; THENCE S 21°00'45" E along said vacated Lot 5 a distance of 359.92 feet; THENCE S 17°38'12" E along said vacated Lot 5 a distance of 77.45 feet to the Point of Beginning.

Said described tract containing 14.4442 acres or 629,189.3520 square feet more or less.

ATTACHMENT “B”

SCOPE OF WORK

Project Understanding

The Consultant’s role will be to provide master planning services for a 14.4-acre site located at Southwest 17th Street and Janeway Avenue (“Site”) in Moore, Oklahoma. The City has indicated its vision is to include new urbanist principles to develop a master plan for a “village center” concept that will include mixed income housing, as well as the possibility of an additional market driven mix of uses. The Consultant will lead of team of sub-consultants (as indicated in its response to the RFP) in facilitating a community visioning process with a variety of stakeholders, to include a vision and design charrette, that will ultimately result in a master development plan for the site and a regulating framework, such as a hybrid form-based code or a feasible alternative, that ensures the plan’s implementation. The project scope of work as described above and below shall take a maximum of 12 months.

Scope of Services

The following outlines the responsibilities of the Consultant in completing the Master Plan for the Site:

- a) The Consultant shall enter into agreements with the sub-consultant firms listed as members of the Team from the Consultant’s response to the RFP to ensure this Scope of Work will be completed. The members of the Team shall be:
 - i) Butzer Architects & Urbanism, LLC (“Consultant”)
 - ii) Olsson Associates, Inc. (“Olsson”)
 - iii) Ochsner Hare & Hare, L.L.C. (“Ochsner”)
 - iv) The Center for Economic Development Law, PLLC (“CEDL”)
 - v) Canyon Research Southwest (“CRS”)
- b) The Consultant will facilitate Planning Advisory Committee (PAC) meetings at the hourly rates provided in the Fee Schedule below, to include a kick-off meeting with City staff and the PAC, and at key project milestones as requested by the City of Moore. Preparation materials provided are to include meeting agendas, minutes, press releases, renderings, images and other related materials. Those materials shall be submitted to the individual designated by the City (“City Liaison”) a minimum of three working days prior to meeting.

- c) An Existing Conditions Report for the Site to include:
 - i) Current demographics, housing market trends, pedestrian/vehicular/bicycle circulation and access, a traffic narrative of the area after analysis of 2014 study, land use, urban design, streetscape, and transportation conditions
 - ii) A base map and reconnaissance survey of the site to include existing uses, building types, character and condition of study area, existing urban design and streetscape
 - iii) A review of the current Zoning Ordinance, Comprehensive Plan and other relevant transportation plans and programs to include existing or future transportation plans or projects, access controls and road alignments
 - iv) Interviews with no less than 15 community stakeholders, as identified by the City
- d) A Real Estate Market Analysis Report and corresponding “Quick Read Handout” to include:
 - i) An assessment of retail, restaurant, entertainment, office and residential markets within approximately one mile of the site
 - ii) Land availability, vacancy rates, land prices, rents and price points within the Site’s potential trade area, as determined in conjunction with City staff
 - iii) Existing land uses, demographic data, and real estate markets around the study area
 - iv) Identification of appropriate mix of uses that could take advantage of site proximity to existing markets and community facilities
 - v) Reasonable absorption rates and pricing for new development given market trends, vacancy rates, competition and exiting land value and rents
 - vi) Interviews with local real estate brokers, property owners, and potential developers
- e) A Community Visioning and Public Participation program to be based on the Team’s hourly rates (provided herein) and to include at a minimum:
 - i) A kick-off meeting with the PAC
 - ii) A kick-off meeting with the public
 - iii) One visioning session

- iv) One design charrette
 - v) Presentation of the draft plan to the City Council, Planning Commission and the community
 - vi) A presentation of the final plan to the City Council, Planning Commission and the community
 - vii) Any additional meetings requested by the City or proposed by the Consultant shall be approved and billed at the Team's hourly rates, as additional services outside of this scope.
 - viii) Agendas, meeting minutes and meeting outcomes to be presented to the PAC and posted to the project website after approval by the City
- f) Up to three (3) conceptual redevelopment plans (Concept Plans) shall be produced based on visioning exercises, public participation and market analysis that include:
- i) Key development and redevelopment sites
 - ii) Building massing, height and configuration
 - iii) Overall quantity of and mix of uses in the study area
 - iv) Linkages to surrounding neighborhoods
 - v) Streetscape improvements
 - vi) Access and circulation improvements for vehicular, bicycle and pedestrian access
 - vii) Infrastructure improvements
 - viii) Sustainability potential for the redevelopment, including potential green building standards (as defined in Section VI of the CDBG-DR allocation notice under which this Project is being funded, located at page 14332 of Volume 78, Number 43 of the Federal Register, dated Tuesday, March 5, 2013) that may be utilized ("Green Building Standards")
 - ix) Discussion of the relative merits of each scenario
- g) A Preferred Concept Plan, to be selected by the PAC, shall include:
- i) Plan view drawings of the new development depicting layout, elevations and design features

- ii) A base map depicting the future land uses
 - iii) A written description including square footages of each use or density per acre for residential uses, parking counts, heights, setbacks and phasing
 - iv) A narrative for why the Preferred Concept Plan was considered most viable
- h) A Transportation Network Plan to include:
- i) Text and graphics that describe:
 - (1) A parking inventory analysis for each Concept Plan including appropriate type and location of parking
 - (2) Improvements to access, circulation and traffic flow including recommendations for operational changes to improve ingress and egress
 - (3) New pedestrian links to the Little River Park
 - (4) Streetscape elements including crosswalks, open spaces, intersections and pedestrian circulation
- i) An Economic Feasibility Analysis shall be completed for each Concept Plan to include:
- i) Consideration of land costs, construction costs (including Green Building Standards and low-impact development attributes, tornado resiliency features of safe rooms), market trends, and expected sales and rents
 - ii) Absorption rates for each type of development activity proposed
 - iii) Development pro forma and twenty year operation pro forma for each Concept Plan, to include escalation rates, reserves and other capital requirements
 - iv) Suggested development sources to cover development costs
 - v) Expected rates of returns for a developer for each Concept Plan over 5-, 10- and 20-year periods
 - vi) Alternatives to the Preferred Concept Plan to make the project immediately viable, if developments are not economically viable at conclusion of study
- j) A Regulating Plan in the form of a Hybrid Form-Based Code, or a more appropriate alternative, to complement the proposed Concept Plan shall include:

- i) Illustrated requirements for new residential, commercial, civic, and office development in the study area
 - ii) Requirements for building design and massing, materials and colors, street and landscape elements, parking lots and structures, signage, and lighting (including required Green Building Standards)
 - iii) Text, illustrations, photos, maps and any other graphic depictions that may be necessary to serve as a stand-alone document that focuses on ease of use and understanding for the lay-person
 - iv) 50 color spiral-bound hard copies, one digital copy
- k) Zoning Amendment Recommendations shall be made for changes to the City Code and Zoning Ordinance in the form of suggestions for draft text to specific sections of the Code to support the Regulating Plan.
- l) An Implementation Strategies Report shall make recommendations to include:
- i) Construction cost estimates and funding options (including impacts of applicable Green Building Standards)
 - ii) Timing and phasing of redevelopment
 - iii) Obligations to existing land owners and stakeholders of redevelopment sights
 - iv) Necessary levels of City commitment including potential incentives and funding sources
- m) Final Report and Adoption
- i) 35 color spiral-bound hard copies, one digital copy

Specific Tasks, Responsibilities, and Timeline

TASK 1: Planning Advisory Committee Facilitation

Lead: Consultant with CEDL
Support: CEDL and Olsson/Ochsner
Duration: 4 weeks, intermittent
Percent of Total Fee: 5%

TASK 2: Data Collection/Existing Conditions

Lead: Consultant
Support: Olsson/Ochsner
Duration: 4 weeks, follows Task 1

Percent of Total Fee: 10%

- TASK 3: Market Analysis**
Lead: CRS
Support: Consultant
Duration: 6 weeks, intermittent, follows TASK 1
Percent of Total Fee: 7.5%
- TASK 4: Community Visioning/Public Participation**
Lead: Consultant
Support: CEDL and Olsson/Ochsner
Duration: Seven meetings over the project span
Percent of Total Fee: 27.5%
- TASK 5: Future Land Use/Conceptual Redevelopment**
Lead: Consultant
Support: Olsson/Ochsner and CEDL
Duration: 8 weeks
Percent of Total Fee: 20%
- TASK 6: Parking, Circulation and Access Plans**
Lead: Olsson/Ochsner
Support: Consultant
Duration: 1 week concurrent with Task 5
Percent of Total Fee: 2.5%
- TASK 7: Economic Feasibility**
Lead: CRS
Support: Consultant
Duration: 4 weeks, intermittent, follows Task 5/6
Percent of Total Fee: 5%
- TASK 8: Regulating Plan (Design Guidelines and/or Form-based Code)**
Lead: Consultant
Support: Olsson/Ochsner and CEDL
Duration: 4 weeks, follows Tasks 4 and 7
Percent of Total Fee: 7.5%
- TASK 9: Zoning Amendment Recommendations**
Lead: CEDL
Support: N/A
Duration: 8 weeks, intermittent
Percent of Total Fee: 7.5%

TASK 10: Implementation Strategies
Lead: CEDL
Support: Consultant and Olsson/Ochsner
Duration: 4 weeks, follows Task 8
Percent of Total Fee: 5%

TASK 11: Final Report and Adoption
Lead: Consultant
Support: Olsson/Ochsner and CEDL
Duration: 4 weeks, intermittent, follows Task 10
Percent of Total Fee: 2.5%

Compensation Schedule

- (1) *Uniform Cost/Price Analysis.* The cost/price schedule below defines each benchmark or deliverable expected pursuant to this Scope of Work, the amount of the payment estimated for that particular benchmark or deliverable, and the percent of the total compensation that estimate is:

| BENCHMARK OR DELIVERABLE | TARGET DATE | AMOUNT | PERCENT OF TOTAL BID |
|---------------------------------|--------------------|---------------------|-----------------------------|
| Task 1 | July 30, 2015 | \$13,000.00 | 5% |
| Task 4 | July 30, 2015 | \$6,500.00 | 2.5% |
| Task 2 | August 31, 2015 | \$26,000.00 | 10% |
| Task 3 | October 31, 2015 | \$19,500.00 | 7.5% |
| Task 4 | October 31, 2015 | \$6,500.00 | 2.5% |
| Task 4 | November 30, 2015 | \$32,500.00 | 12.5% |
| Task 5 | December 31, 2015 | \$52,000.00 | 20% |
| Task 6 | December 31, 2015 | \$6,500.00 | 2.5% |
| Task 7 | January 31, 2016 | \$13,000.00 | 5% |
| Task 4 | January 31, 2016 | \$6,500.00 | 2.5% |
| Task 8 | February 28, 2016 | \$19,500.00 | 7.5% |
| Task 4 | February 28, 2016 | \$6,500.00 | 2.5% |
| Task 9 | March 31, 2016 | \$19,500.00 | 7.5% |
| Task 4 | May 31, 2016 | \$6,500.00 | 2.5% |
| Task 10 | April 30, 2016 | \$13,000.00 | 5% |
| Task 11 | May 31, 2016 | \$6,500.00 | 2.5% |
| Task 4 | May 31, 2016 | \$6,500.00 | 2.5% |
| Add/Alt | | | TBD |
| TOTAL BID | | \$260,000.00 | 100% |

- (2) *Hourly Rates.* The following hourly rates are the rates the Consultant will be paid, based on submitted invoices and for specific Team members' work, up to the not-to-exceed amount listed in the primary sections of this Agreement:

[see next page]

| TEAM MEMBER | NAME | POSITION | HOURLY RATE |
|--|---------------------|--------------------------|--------------------|
| Butzer Architects and Urbanism, LLC | Hans E. Butzer | Principal | \$180.00 |
| | Dustin Akers | Planner | \$145.00 |
| | n/a | Intern Architect | \$75.00 |
| Olsson Associates, Inc. and Ochsner Hare & Hare, LLC | n/a | Principal | \$145.00–\$300.00 |
| | n/a | Project Manager | \$135.00–\$160.00 |
| | n/a | Project Professional | \$101.00–\$137.00 |
| | n/a | Assistant Professional | \$68.00–\$130.00 |
| | n/a | Designer | \$90.00–\$130.00 |
| | n/a | CAD Operator | \$46.00–\$100.00 |
| | n/a | Survey | \$52.00–\$115.00 |
| | n/a | Construction Services | \$53.00–\$170.00 |
| Center for Economic Development Law, PLLC | Leslie V. Batchelor | President | \$350.00 |
| | Emily K. Pomeroy | Senior Attorney | \$300.00 |
| | Jeff Sabin | Attorney | \$175.00 |
| | Dan Batchelor | Chairman | \$350.00 |
| | Lisa M. Harden | Senior Attorney | \$200.00 |
| | n/a | Paralegal | \$95.00 |
| | n/a | Law Clerk | \$95.00 |
| | n/a | Legal Assistant | \$55.00 |
| | n/a | Administrative Assistant | \$45.00 |

- (3) *Reimbursable Expenses.* In addition to the hourly rates of compensation provided for above, expenses incurred in connection with the Project shall be included in periodic billing as follows:

| CLASSIFICATION | COSTS |
|--|---------------------------|
| Automobiles | \$0.565/mile ¹ |
| Suburbans and Pick-Ups | \$0.75/mile ¹ |
| Duplication | |
| In-house | Actual Cost |
| Outside | Actual Cost |
| Meals | Actual Cost |
| Postage & Shipping Charges for Project Related Materials | Actual Cost |
| Film and Photo Developing | Actual Cost |
| Telephone and Fax Transmissions | Actual Cost |
| Miscellaneous Materials & Supplies applicable only to this Project | Actual Cost |
| Subconsultants | Actual Cost |

¹ Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).