

**INFRASTRUCTURE STRATEGY AGREEMENT  
BETWEEN  
THE CITY OF VICKSBURG, MISSISSIPPI  
AND  
WEI/AJA, LLC**

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This Infrastructure Strategy Agreement (this "Agreement") is made by and between the City of Vicksburg, Mississippi ("CITY"), a municipal corporation existing under the laws of the State of Mississippi, and WEI/AJA, LLC, a Mississippi corporation ("ENGINEER").

**Witnesseth:**

**Whereas**, Engineer desires to provide services for implementation of a strategic program for infrastructure and related services ("Services") to CITY, and CITY desires to retain the services of ENGINEER in accordance with the terms hereinafter set forth:

**Now, Therefore**, in recognition of and in reliance on the foregoing recitals, and in consideration of the mutual promises and covenants hereinafter set forth, and in exchange for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, CITY and ENGINEER agree as follows:

- I. **Services.** ENGINEER shall perform and provide to CITY the professional services (the "Services") to be described herein, and in accordance with the Terms and Conditions as further set forth in this Agreement.
- II. **Compensation and Payments.** CITY shall pay ENGINEER for the Services in accordance with Exhibit "A" attached to this Agreement.
- III. **Effective Date and Time**
  - A. This Agreement shall be effective by and between the parties from and after the last date of execution of this Agreement by ENGINEER or CITY.
  - B. Engineer shall commence performance of the Services immediately upon receipt of a fully executed copy of the Agreement and shall faithfully, diligently, and completely perform such Services in accordance with this Agreement.



## **Terms and Conditions**

### **Article I THE SERVICES**

#### **1-1 Services**

- 1-1-1 ENGINEER shall perform the Services to be described in the Scope of Work, the terms and provisions of which are incorporated herein by reference. The form of the Scope of Work is attached as Exhibit "B".
- 1-1-2 Services which may be provided under this Agreement may include, but are not limited to the following:
- General Consultation
  - Planning, Feasibility Analyses, and Evaluations
  - Design Phase Engineering & Survey Services
  - Construction Phase Engineering & Survey Services
  - Program Management
  - Economic Development Planning and Support
  - Funding Analyses, Capital Budgeting and Related Services
- 1-1-3 Any Subconsultant(s) or independent contractor(s) retained by Engineer to assist in the performance of the Services or any of Engineer's other obligations under this Agreement shall, as a condition to performing any work associated with any Project, agree with and be bound by the terms and conditions of this Agreement, including, without limitation, the indemnification and insurance requirements of this Agreement.

#### **1-2 Standards of Practice**

- 1-2-1 Services performed by ENGINEER under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

#### **1-3 Changes in the Scope of Services**

- 1-3-1 The Scope of Services set forth herein will be based on facts known at the time of execution of the Agreement, including, if applicable, information supplied by the CITY. For some projects involving conceptual or process development services, the scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined. Changes in scope may warrant Additional Services which are not a part of the agreed upon compensation described in the Task Order. Additional Services shall be paid for by the CITY in accordance with ENGINEER's prevailing hourly rate schedule.

- 1-3-2 If complications or other unforeseen factors cause a change in the scope of work that cause Engineer to exceed the established scopes, schedules, or budgets, ENGINEER will notify the CITY and proceed on an agreed upon basis.
- 1-3-3 CITY reserves the right to increase or decrease the Scope of Work performed by Engineer. In such an event, and upon CITY's request, ENGINEER shall submit to CITY a proposal in support of the subject increase or decrease in scope, which shall include cost and schedule, as appropriate, for each such respective change.
- 1-3-4 ENGINEER shall not perform Additional Services, without prior, written approval by CITY.

## **Article II REPRESENTATIONS**

- 2-1 ENGINEER represents that it is knowledgeable of applicable federal, state and local laws, codes, rules, and regulations generally applicable to the Services performed or work produced by ENGINEER.
- 2-2 ENGINEER represents that it is, or will be at the time of execution of the Agreement, qualified to perform the Services set forth or otherwise contemplated, and ENGINEER is properly licensed, or will be at the time of execution of the Agreement, in accordance with applicable laws, codes, rules, and regulations to perform the Services set forth or otherwise contemplated.

## **Article III SUBCONSULTANTS AND ASSIGNMENT**

- 3-1 ENGINEER may enter into subcontracts with other consultants or professionals (collectively referred to as "Subconsultants" whether acting as independent contractors or agents or employees of the ENGINEER) for Services to be performed by ENGINEER pursuant to this Agreement.
- 3-2 ENGINEER shall bind each and every Subconsultant to the terms and conditions of this Agreement and any applicable Task Order, including, without limitation, the indemnification and insurance requirements of this Agreement.
- 3-3 ENGINEER shall verify that all Subconsultants and any other persons rendering Services are properly licensed to provide the Services proposed and, in particular but not as a limitation, are properly licensed in compliance with the laws, codes, rules, and regulations of the applicable Project location.
- 3-4 Notwithstanding any other provision of this Agreement, ENGINEER shall not assign this Agreement, in whole or in part, to any other person or entity, without the prior written consent of CITY.
- 3-5 Nothing contained in this Agreement shall be construed to constitute any Subconsultant as the agent or employee of CITY or shall be construed to create any privity between CITY and any Subconsultant. Each Subconsultant shall be and remain the agent, employee or independent contractor, as the case may be, of ENGINEER.

**Article IV  
CITY'S RESPONSIBILITY**

- 4-1 CITY shall furnish ENGINEER with all applicable reports, studies, site characterizations, regulatory orders or similar information in its possession relating to the Services. Unless otherwise specified, ENGINEER may rely upon CITY-furnished information without independent verification in performing the Services.
- 4-2 CITY shall furnish information required from it as expeditiously as reasonably practicable for the orderly progress of the work associated with the Project.
- 4-3 CITY shall designate a representative who shall have the authority to transmit instructions, receive information, interpret and define CITY's policies and make decisions with respect to the Services performed.
- 4-4 CITY shall provide all criteria and full information as to CITY's requirements for the Project, obtain necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and generally participate in the Project to the extent necessary to allow ENGINEER to perform the Services.

**Article V  
OWNERSHIP OF INSTRUMENTS OF SERVICE**

- 5-1 CITY acknowledges ENGINEER's documents as instruments of professional service.
- 5-2 ENGINEER hereby recognizes and affirms that materials provided by CITY to ENGINEER in connection with this Agreement shall be and remain the property of CITY and shall be returned to CITY at the completion of the Services to which the same may apply.

**Article VI  
COMPENSATION AND PAYMENTS**

- 6-1 ENGINEER's compensation for the Services shall be based on the rates of compensation set forth in Exhibit "A", subject to the terms of the Agreement.
- 6-2 ENGINEER may adjust the rates set forth on Exhibit "A" as of January 1 of each year in accordance with changes to its standard rate schedule. ENGINEER shall provide CITY a copy of its current rate schedule no later than the effective date of the new rate schedule.
- 6-3 Invoices will be issued at the end of each month, payable within forty-five (45) days of receipt.
- 6-4 ENGINEER shall have the right suspend performance of Services under this Agreement if CITY is more than sixty (60) days delinquent in payment of any fees or expenses to ENGINEER.

- 6-5 Without limiting ENGINEER's rights under paragraph 6-4, any payment not made within the time allowed shall bear interest at the rate and in the manner provided by law. Any attorneys' fees or other costs of collection incurred by ENGINEER shall be paid by CITY.

#### **Article VII LIMITATION OF LIABILITY**

- 7-1 ENGINEER specifically disclaims any authority or responsibility for general job site safety of persons other than ENGINEER's employees and shall not be responsible for job safety for any contractors or any representatives of CITY at any jobsite.

#### **Article VIII THIRD PARTY BENEFICIARIES**

- 8-1 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CITY or ENGINEER. ENGINEER's services under this Agreement are being performed solely for CITY's benefit, and no other entity, including the CITY's or any third party's contractors, shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder.

#### **Article IX SUSPENSION OF WORK**

- 9-1 CITY may order ENGINEER, in writing, to suspend all or any part of the Services for such period of time as CITY may determine to be appropriate for its convenience.

#### **Article X TERMINATION**

- 10-1 CITY may, by written notice to ENGINEER, terminate this Agreement in whole or in part at any time upon not less than ten (10) business days prior written notice, for the convenience of CITY or for the failure of ENGINEER to fulfill its contractual obligations under this Agreement. Upon receipt of notice of termination, ENGINEER shall discontinue all Services affected (unless the notice directs otherwise), deliver to CITY the products or all copies thereof, regardless of the form of the copies, and assign to CITY any subcontracts, purchase orders, or other agreements which CITY may request.
- 10-2 If the termination is due to the failure of ENGINEER to fulfill its contractual obligations (i.e., for default), CITY may take over the work and prosecute the same to completion by contract or otherwise and CITY shall be compensated by ENGINEER for any losses or cost it incurs by virtue of such termination for failure to perform.

- 10-3 If ENGINEER is terminated for default, whether under this Agreement, or any other agreement between CITY and ENGINEER, and it is determined for any reason that ENGINEER was not in default at the time of termination, or that CITY did not properly terminate ENGINEER for default, ENGINEER shall be entitled to the amount due under this Agreement as if the termination were for the convenience of CITY.
- 10-4 Regardless of whether the termination is for default or for the convenience of CITY, ENGINEER shall not be entitled to special, consequential, or exemplary damages, nor to anticipated profit on account of CITY's termination or alleged breach of this Agreement.
- 10-5 ENGINEER may terminate this Agreement upon thirty (30) days prior written notice to CITY for any of the following reasons:
- A. CITY has breached any material term of this Agreement including, but not limited to, failure to pay any compensation due ENGINEER not the subject of bona fide dispute between CITY and ENGINEER, which breach is then continuing and has not been cured within ten (10) business days of written notice of breach from ENGINEER to CITY;
  - B. Transfer of ownership of the Project covered by the Agreement to any other person or entity without the prior written consent of ENGINEER; or
  - C. Material changes have occurred to the conditions under which CITY and ENGINEER entered into this Agreement which would cause serve economic loss or damage to ENGINEER, and CITY and ENGINEER have failed, after negotiating in good faith, to agree to changes in compensation to reduce or eliminate such loss to ENGINEER.

## **Article XI INSURANCE**

- 11-1 ENGINEER shall maintain, at its own expense, the following insurance coverage, including ENGINEER, its employees, agents, designees, and any indemnities as required herein, which insurance shall be placed with an insurance company or companies reasonably acceptable to CITY and shall incorporate a provision requiring the giving of written notice to CITY at least thirty (30) days prior to cancellation, non-renewal, reduction in policy limits, or change in the scope or coverage under any such policy or policies evidenced by return receipt of United States certified mail:
- A. Professional liability insurance in an amount not less than \$1,000,000.00 (including blanket contractual liability coverage with all coverage retroactive to the earlier of the date of this Agreement or the commencement of ENGINEER's Services in relation to a Project).
  - B. Comprehensive general liability insurance in an amount not less than \$1,000,000.00, including coverage for blanket contractual liability, broad form property damage and personal and bodily injury.

- C. Comprehensive automobile liability insurance, including hired and non-opened vehicles, if any, in an amount not less than \$300,000.00 per claim and \$1,000,000.00 in the aggregate, covering personal injury, bodily injury, and property damage.
  - D. Workers Compensation insurance in the amounts required pursuant to the laws of the State of Mississippi.
  - E. Such other insurance as may be (i) required by any federal, state or local law, in the minimum amount required or (ii) reasonably required by CITY.
- 11-2 ENGINEER shall be responsible for all deductibles and for any inadequacy or absence of coverage. ENGINEER shall bear all cost and losses attributable to such deductibles and to coverage limitations. ENGINEER shall have no claim or recourse against CITY for any cost or losses attributable to deductibles or to coverage limitations, exclusions or unavailability.
- 11-3 If requested by CITY, ENGINEER shall submit original, valid certificates in form and substance satisfactory to CITY evidencing the effectiveness of the insurance policy or policies required herein along with original copies of the amendatory rider to any such policies to CITY for CITY's approval.
- 11-5 Unless waived in writing by CITY prior to the commencement of Services, each Subconsultant shall have insurance coverage identical to and with provisions substantially equal to those provided herein with respect to ENGINEER, either through coverage of the Subconsultant(s) under ENGINEER's insurance policies or through separate policies obtained by the Subconsultant(s).

## **Article XII DISPUTE RESOLUTION**

- 12-1 The Parties shall attempt to settle disputes arising under this Agreement by discussion between the parties' senior representatives of management.
- 12-2 If any dispute cannot be resolved in accordance with paragraph 12-1 within a reasonable length of time, the Parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings.
- 12-3 CITY and ENGINEER intend and agree that the foregoing provisions are not separate from the remainder of this Agreement and such provisions are supported by the consideration and mutuality of the Agreement as a whole.

## **Article XIII Notices**

- 13-1 Any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, faxed, emailed, or sent by overnight courier or United States mail and shall be deemed to have been given when delivered in person or

received by fax or email (as evidenced by the sender's fax or email confirmation report of receipt) or one (1) business day after delivery to the office of such overnight courier service or three (3) business days after depositing the notice in the United States mail with postage prepaid and properly addressed to the other party at the following respective addresses:

To City of Vicksburg: City of Vicksburg  
P. O. Box 1539  
Vicksburg, Mississippi 39181-1539  
Telephone number: 601-634-4554  
Attention: City Clerk  
Email: [waltero@vicksburg.org](mailto:waltero@vicksburg.org)

To ENGINEER: WEI/AJA, LLC  
143 Lefleurs Sq., Jackson, MS 39211  
P.O. Box 12227, Jackson, MS 39236-2227  
Telephone: 601 355-9526  
Attention: Cindy Crotchett  
Email: [cindy.crotchett@waggonereng.com](mailto:cindy.crotchett@waggonereng.com)

Or to such other address as the party being given such notice shall from time to time designate to the other by notice given in accordance herewith.

#### **Article XIV GENERAL PROVISIONS**

- 14-1 ENGINEER shall, at all times, be regarded as an independent contractor and shall at no time act as agent for CITY. Nothing contained herein shall be deemed or construed by CITY, ENGINEER, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between CITY and ENGINEER. Neither the method of computation or compensation or other charges, nor any other provision contained herein, nor any acts of CITY or ENGINEER hereunder, creates, or shall be deemed to create, a relationship other than independent relationship of CITY and ENGINEER.
- 14-2 ENGINEER shall provide as a part of this Agreement such assurances and provisions as may be required by federal, state, local statutes, rules and regulations, including, without limitation, any such assurance or provision the incorporation of which may now or in the future be required by any government entity or agency as a prerequisite to or condition of CITY's receiving any federal or state grant or loan or other government assistance.
- 14-3 No official, Commissioner, officer, agent, representative, associate or employee of CITY shall be charged personally or held contractually liable by or to ENGINEER in or by any term or provision in this Agreement.

- 14-4 The recitals at the beginning of this Agreement are intended to be covenants of CITY and ENGINEER, are a material part of this Agreement, and shall be binding on CITY and ENGINEER.
- 14-5 The headings contained in the Agreement are inserted for convenience of reference only, and shall not be construed as defining, limiting, extending, or describing the scope of this Agreement, any article or paragraph hereof, or the intent of any provision hereof.
- 14-6 For purposes of this Agreement, the following references shall, unless the context requires otherwise have the following meanings.
- A. The words “thereof”, “herein”, “herewith”, “hereunder”, and words of similar meaning shall refer to this Agreement as a whole and not to any particular provision of the Agreement.
  - B. Where the context requires, the use of singular numbers or pronouns shall include the plural and vice versa, and the use of pronouns of any gender shall include any other gender.
- 14-7 All exhibits, and attachments referred to in this Agreement or are intended to be and hereby are specifically made a part of this Agreement.
- 14-8 CITY and ENGINEER incorporate herein by this reference all provisions lawfully required to be contained herein by governmental body or agency.
- 14-9 Whenever this Agreement calls for the approval or consent of CITY, such approval or consent shall be given in writing by the Mayor or his designee after having been approved in a Board meeting, and unless specially stated to the contrary, such approval or consent shall be made by CITY in its sole discretion and determination.
- 14-10 All terms, covenants, and conditions of this Agreement shall be binding upon and inure to the respective benefit of CITY and ENGINEER, their respective officers, employees agents, and representatives, all as the case may be.
- 14-11 This Agreement contains the entire agreement between CITY and ENGINEER relating to the subject matter hereof and supersedes all oral statements and prior writings with respect hereto and may be altered, amended, or modified only by a written document executed by CITY and ENGINEER.
- 14-12 Neither CITY nor ENGINEER shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, acts of God, acts of public enemy, acts of superior government authority, riots, rebellion, sabotage, or any other similar circumstances of force majeure for which CITY or ENGINEER is not responsible and which are not within CITY’s or ENGINEER’s control.
- 14-13 This Agreement and the rights and obligations of CITY and ENGINEER hereunder shall be construed in accordance with and governed by the laws of the State of Mississippi, without regard to the principles of conflict of law.

- 14-14 CITY and ENGINEER acknowledge that they have thoroughly read this Agreement, all exhibits and attachments hereto, and have sought and received competent advice on council necessary for them to form a full and complete understanding of all rights and obligations herein.
- 14-15 This Agreement shall not be construed or interpreted in favor of or against CITY or ENGINEER on the basis of draftsmanship or preparation hereof.
- 14-16 If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalid or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

**Article XV**  
**OTHER CONDITIONS OR SERVICES**

- 15-1 See attached –

Exhibit “A” – Scope of Work

Exhibit “B” – Compensation Schedule (2016)

IN WITNESS WHEREOF, City of Vicksburg and ENGINEER have executed this Agreement on the dates indicated below.

CITY OF VICKSBURG, MISSISSIPPI

Date: \_\_\_\_\_

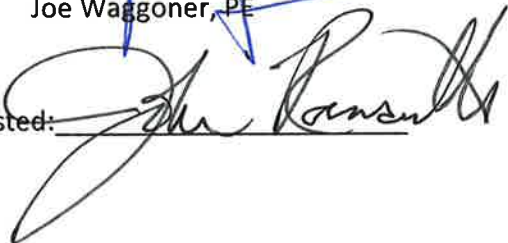
By: \_\_\_\_\_  
George Flaggs, Jr., Mayor

Attested: \_\_\_\_\_

WEI/AJA, LLC (ENGINEER)

Date: 9/13/2011

By: \_\_\_\_\_  
Joe Waggoner, PE

Attested: \_\_\_\_\_  


## Exhibit "A"

### Scope of Work

An Infrastructure Strategy Program provides a blueprint for public infrastructure assessment, development and implementation, focused on the client's individualized current and long-term needs to facilitate achieving future priorities. The program's development process assesses existing conditions and future infrastructure needs; compiles and analyzes existing and ongoing infrastructure plans, data, and tools; prioritizes needs; and offers a comprehensive approach for infrastructure implementation. An Infrastructure Strategy Program may apply holistically to a community's entire public infrastructure network or on individual systems and components, as desired. It considers infrastructure needs in the context of a community's demographic, socioeconomic, and economic conditions while also assessing financing strategies and opportunities. The process may also involve policy guidance and institutional structures to offer leaders conventional and alternative implementation approaches.

#### A. Program Development

##### 1. Program Tasks

The Infrastructure Strategy Program will integrate transportation infrastructure needs with proposed and on-going enhanced quality of life and economic development initiatives including, but not limited to, recreation and tourism, Vicksburg National Military Park Expansion, Mississippi River Museum and Riverfront and Interpretive Center, riverfront development, port and intermodal facilities, healthcare, retail centers, and the Engineering Research and Development Center (ERDC). Through the integrative process proposed, the Program will assess the City's transportation system and provide specific emphasis to transportation improvements having direct impact to Vicksburg's primary economic assets with the goals of alleviating traffic congestion, improving safety, and promoting economic development and expansion opportunities for Vicksburg's high-priority assets.

The Program will integrate qualitative aspects of previous and on-going transportation planning documents including, but not limited to, the *Vicksburg Comprehensive Plan*, *City-Wide Traffic Signal Inventory*, *Pavement Condition Survey*, *Statewide Transportation Improvement Plan (STIP)* into a comprehensive, integrated infrastructure implementation program.

ENGINEER will assist in the execution of the following tasks, in support of implementation of the Strategic Infrastructure Implementation Program:

- a. Compiling, defining, and analyzing the aforementioned transportation planning documents, quality of life and economic development initiatives, and information related to the mission, capabilities, assets, and resources of CITY.

- b. Develop an interim Implementation Plan, including a qualitative assessment of the aforementioned plans (to be furnished by CITY), along with strategy and action items that the CITY can take immediately to commence implementation of the Program.
- c. Assist with the development of project concepts, opinions of probable costs, policy concepts, priorities, and funding strategies in order to advance overall Program implementation, including the development of concept papers, graphic exhibits, and presentation materials.
- d. Develop baseline strategies for securing resources in furtherance of the Program. These efforts may consist of innovative short-term or long-term financing of the local share for federal, state, and private sector funding participants.
- e. Identification of institutional arrangements that will best serve Program objectives.
- f. Identification of legislative authority, if needed, to advance elements of the Program and provide engineering and technical support as required to advance CITY initiatives at the State and Federal levels.
- g. Preparing a summary report analyzing, prioritizing and codifying key elements of the Program.

## **2. Deliverables**

ENGINEER will develop the following Program deliverables in connection with the tasks outlined in the Program tasks referred to above:

- a. Written interim Infrastructure Strategy Program report qualitatively assessing existing plans and including suggested implementation strategies and immediate action items.
- b. Presentation exhibits, narrative program documents, and correspondence as necessary to support the Program initiative;
- c. Monthly updates on Program development, including status of ongoing activities and recommended items for action by the CITY and others.
- d. Written final Infrastructure Strategy Program report summarizing findings and recommendations.

## **3. Schedule**

ENGINEER will initiate the services upon approval and execution of this Agreement by the CITY. The Period of Service for Program Development tasks shall begin on the day of execution of the Agreement by the CITY. The interim report will be delivered within 90 days of execution of the Agreement, and a draft final report will be completed within 180 days of execution of the Agreement. The Agreement may be extended by the CITY and ENGINEER from year-to-year by execution of an amendment hereto.

## **B. Program Support Services**

### **1. Tasks**

ENGINEER will assist in the following tasks, supporting implementation of the Infrastructure Strategy Program:

- a. Identifying potential state and federal funding opportunities associated with fulfilling the missions, objectives, and interests of the CITY.
- b. Assisting in the development of policy and funding requests in advancement of the CITY's objectives under the Program.
- c. Advancing the CITY's Program objectives through supporting informational activities directed to elected officials and government agencies as associated with state and federal funding opportunities.

## **2. Schedule**

ENGINEER will provide these services upon execution of this Agreement by the CITY, and the services will extend for 12 months. This Agreement may be extended by the CITY and ENGINEER from year-to-year by execution of an amendment hereto.

### **C. Program Implementation Services**

Upon completion of the foregoing scope of work and upon written direction and authorization by the CITY, ENGINEER may provide by amendment to this Agreement the following services to further implementation of the Program which may include services such as a Capital Infrastructure Plan, among other planning activities sought by CITY to advance CITY's agenda:

1. Capital Infrastructure Plan
2. Master Plan
3. Advanced Planning, Mapping, and Environmental Support
2. Schematic Design Phase Services
3. Preliminary Engineering Services
4. Right of Way Acquisition Services
5. Design Phase Services
6. Bid Phase Services
7. Construction Phase Services
8. Program Management Services
9. Additional or Other Services

Exhibit "B"

Schedule of Compensation

ENGINEER will perform the Services described in the Scope of Work of each Task Order on an hourly basis, not to exceed the budgets provided for each Part as stipulated below. Services will be billed in accordance with the Hourly Rate Schedule provided on the following page.

Project Task		Period	Budget
Part A	Program Development	6 months	\$77,500
Part B	Program Support Services	12 months	\$57,500
Part C	Program Implementation Services	TBD	TBD

ENGINEER will invoice CITY monthly based upon the work completed during the billing period. CITY shall pay ENGINEER within 45 days after receipt of ENGINEER's monthly billing. The payment shall not be contingent or dependent upon any action or undertaking of CITY other than those conditions, if any, specifically set forth in this Agreement.

**WAGGONER ENGINEERING, INC.**  
**2016 BILLING RATES**

EMPLOYEE CATEGORY	RATES	
Principal	\$198.00	Per Hour
Sr Group Manager	\$190.00	Per Hour
Group Manager	\$185.00	Per Hour
Sr Project Manager	\$160.00	Per Hour
Project Manager	\$155.00	Per Hour
Sr Project Engineer	\$135.00	Per Hour
Project Engineer	\$125.00	Per Hour
Engineer Intern	\$115.00	Per Hour
Graduate Engineer	\$105.00	Per Hour
Architect Intern	\$115.00	Per Hour
Program Coordinator	\$155.00	Per Hour
Economist	\$105.00	Per Hour
Grant Manager	\$120.00	Per Hour
Grant Specialist	\$95.00	Per Hour
GIS Manager	\$120.00	Per Hour
Senior Designer	\$125.00	Per Hour
Engineering Technician	\$75.00	Per Hour
Engineering Technician II	\$97.00	Per Hour
GIS Analyst	\$90.00	Per Hour
Scientist	\$105.00	Per Hour
Junior Planner	\$90.00	Per Hour
Engineer Assistant I	\$60.00	Per Hour
Engineer Assistant II	\$67.00	Per Hour
Administrative I	\$50.00	Per Hour
Administrative II	\$75.00	Per Hour
Marketing Coordinator	\$105.00	Per Hour
CADD/GIS/Survey Technician I	\$85.00	Per Hour
CADD/GIS/Survey Technician II	\$97.00	Per Hour
CADD/GIS/Survey Technician III	\$115.00	Per Hour
Construction Manager	\$145.00	Per Hour
Construction Rep I	\$95.00	Per Hour
Construction Rep II	\$115.00	Per Hour
Surveying Manager	\$120.00	Per Hour
Professional Land Surveyor	\$95.00	Per Hour
Survey Supervisor	\$115.00	Per Hour
Survey Crew*		
One Man Robotic Total Station/GPS Crew	\$110.00	Per Hour
Two Man	\$135.00	Per Hour
Three Man	\$175.00	Per Hour
IT Director	\$125.00	Per Hour
System Administrator	\$90.00	Per Hour
P C Technician	\$50.00	Per Hour
Cadd/Gis Equipment	\$20.00	Per Hour
Four Wheeler	\$30.00	Per Day
IRS Current Standard Mileage Rate	Actual	

**WAGGONER ENGINEERING, INC.  
2016 BILLING RATES**

**REIMBURSABLE EXPENSES**

Actual Expense + 10%

**PHOTOCOPIES**

**Copiers**

Black & White	Letter & Legal	\$	0.15	Per Copy
	11X17	\$	0.25	Per Copy
	12X18	\$	0.30	Per Copy
Color		\$	1.10	Per Copy

**Plotters\*\***

Black & White	11x17	\$	4.00	Per Copy
	12x18	\$	4.50	Per Copy
	18x24	\$	9.00	Per Copy
	24x36	\$	18.00	Per Copy
Color	11x17	\$	15.60	Per Copy
	12x18	\$	18.00	Per Copy
	18x24	\$	36.00	Per Copy
	24x36	\$	72.00	Per Copy

*\*Survey crew rates include Total Stations with Data Collectors, Survey Vehicle, and Standard Survey Equipment.*

*\*\*Oversized or odd sized plots are billed at \$0.25/sq ft for black & white, and \$1.00/sq ft for color.*

**Per Diem:**

*When travel time exceeds one and one-half (1.5) hours per day each way, it shall be classified as an out of town project and per diem will be charged at the rate of \$90.00 per day per person, excluding areas that have been recently impacted by a natural disaster. Per Diem rates for said disaster areas shall be charged at the rate of \$150 per day per person.*

**Travel Time:**

*Time required to travel to and from a project site will be billed at the normal hourly rates.*

***The stated rates are effective from January 1, 2016 through December 31, 2016.***

***Waggoner reserves the right to adjust the hourly rates after December 31, 2016.***