



**PROFESSIONAL SERVICES AGREEMENT**  
**WITH KIMLEY-HORN AND ASSOCIATES**

(Version 2/10/26 MV)

This AGREEMENT (“Agreement”) is entered by and between **Kimley-Horn and Associates, Inc.** (the “Professional”), located at **11700 Katy Freeway, Suite 800, Houston, Texas 77079** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

**Terms:**

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Preparation of a Preliminary Engineering Report for the FM 518 Street Lighting Project (IH 45 to FM 270) (ST2603)**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (or B, if applicable), the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **April 20, 2026** and shall expire on **January 31, 2027**. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
3. **Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$72,500** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per claim; and (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas,

and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages **are not** applicable to this transaction. Professional acknowledges that time is of the essence in performing this Agreement. City and Professional (collectively, the “Parties”) agree that if Professional is late in performing any service designated as **Time Critical** on the Scope of Services attached to this Agreement, City will suffer loss, damages, or other harm from Professional’s delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred as a result of Professional’s delay is incapable or difficult to precisely estimate, and therefore the Parties desire to stipulate the amount of such loss, damages, or harm. Accordingly, Professional shall have deducted from any amounts owed under this Agreement liquidated damages equal to the number of calendar days of the delay(s) times the daily rate, which rate shall be one-tenth of one percent (0.1%) times the compensation shown in the Scope of Services for such Time Critical service. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Professional’s delay; (ii) one of the reasons for City and Professional to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Professional are sophisticated business parties and negotiated this Agreement at arm’s length.
6. **Independent Professional:** Professional is an independent Professional and is not an employee, partner, joint venture, or agent of City. Professional understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Professional shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the “Work”) for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City to the extent the City has made payment for Professional's services. The Work may be edited at any time within City’s discretion. If the Work would not be considered a work-for-hire under applicable law, upon payment of all monies owed to Professional, Professional hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City’s discretion. Professional shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Professional hereby waives and appoints City to assert on Professional's behalf Professional's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City’s purposes.

8. **Confidentiality:** During the course of the services to be provided under this Agreement, Professional may become privy to confidential information of City. Professional agrees to treat as confidential the information or knowledge that becomes known to Professional during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Professional shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Professional's possession or control. Professional shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Professional without the prior written approval of City.
9. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations exercising its professional standard of care to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all applicable and published City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
11. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license.
12. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: PROFESSIONAL SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE**

**LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, INTENTIONAL TORT, BREACH OF CONTRACT OR VIOLATION OF LAW SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE SECTION 271.904.**

14. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Professional certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State Auditor:** Professional understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Professional agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Professional will include this provision in all contracts with permitted subprofessionals.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Professional to attempt to resolve any claim for breach of contract made by Professional that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Professional's claim and any counterclaim and negotiate with Professional in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.


21. **Eligibility to Receive Payment:** Professional certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Professional certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Professional will provide services under the Agreement, Professional covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** All work performed by Professional pursuant to the Agreement will be at Professional's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work, or the need to redo or revise the work for any reason except to accommodate a City request to materially alter the work, prior to City's acceptance, bearing the costs of such loss or damage to or such redo or revision of the work will be Professional's responsibility.
25. **Publicity:** Professional shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.

29. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Professional verifies that Profession (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

*(signature block on next page)*

Executed on \_\_\_\_\_, *(date to be filled in by City Secretary)*

**KIMLEY-HORN AND ASSOCIATES, INC. - "Professional"**

DocuSigned by:  
  
5740F7D5F30F436...  
Michael Lucas, CPCM, Regional Contract Lead

**CITY OF LEAGUE CITY – "City"**

\_\_\_\_\_  
John Baumgartner, P.E., ICMA-CM  
City Manager

**Attest:**

\_\_\_\_\_  
Diana Stapp, City Secretary

**Approved as to Form:**

\_\_\_\_\_  
Office of the City Attorney

# **Exhibit A**

**Scope of Services/Description of Products/Payment Schedule**  
(6 pages, including this page)

See Next Page...

EXHIBIT A



4/2/2026

Ms. Susan Oyler, P.E.  
Sr. Project Manager  
City of League City  
300 W Walker St  
League City, TX 77573

Re: ***City of League City – FM 518 Street Lighting – Preliminary Engineering Report  
FM 518 corridor between I-45 and FM 270/FM 2094  
Professional Engineering Services Proposal***

Dear Ms. Oyler:

We are pleased to submit this scope of services and fee schedule for the FM 518 Street Lighting – Preliminary Engineering Report. We have prepared the scope of services based on the scoping meeting with City staff on 02/16/2026.

We look forward to working with you on this project. If you have any further questions regarding this scope or fee, please don't hesitate to contact me.

Sincerely yours,

A handwritten signature in black ink that reads "Manu Isaac".

Manu Isaac, P.E.  
VP/Project Manager

## City of League City

### FM 518 Street Lighting – Preliminary Engineering Report Professional Engineering Services

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Professional”) submits this scope of service to City of League City (“City”) for professional consulting services related to the Preliminary Engineering Report for street lighting needs along the FM 518 corridor (“Project”).

### PROJECT UNDERSTANDING

The project involves the preparation of a Preliminary Engineering Report (PER) to analyze and evaluate the street lighting needs along the FM 518 corridor between I-45 and the FM 270/FM 2094 intersection. This corridor is approximately 13,000 feet in length. The City desires to install decorative streetlight/banner poles and luminaires. Because FM 518 is a TxDOT facility, the proposed lighting improvements will require coordination with TxDOT to ensure compliance with their requirements. Furthermore, coordination with Texas-New Mexico Power (TNMP) is required for electrical service.

### INFORMATION PROVIDED BY THE CITY

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City’s consultants or representatives. The City shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- FM 518 Water Line Replacement Project (From SH 3 to FM 270) (WT 1904G)
- SH 3 and FM 518 Intersection Improvements Plans (ST2003)
- FM 518 and Wesley Drive Drainage Improvements Plans (DR 2010)

### ASSUMPTIONS

Kimley-Horn’s scope and fee are based on the following assumptions:

- The City desires to provide uniform and consistent lighting for this roadway
- The decorative light/banner poles are likely to be owned and maintained by City and not TNMP.
- The City will design, bid, construct, and maintain the lighting system in the future.

### SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

#### Task 1: Project Management, Coordination, QC/QA, and Meetings

Kimley-Horn will manage the project, coordinate with City staff, conduct QC/QA and monitor the project schedule and budget.

- Kimley-Horn will prepare for and attend the project kickoff meeting.
- Kimley-Horn will also attend up to three (3) meetings with City staff, which may include field meetings and/or progress meetings.
- Kimley-Horn will attend one (1) City Council meeting to present the findings and recommendations of the Preliminary Engineering Report to the Council.

### **Task 2: Agency Coordination with TxDOT and TNMP**

Kimley-Horn will coordinate with relevant utility and transportation agencies to determine design constraints and requirements.

- **TxDOT Coordination:** Kimley-Horn will meet and coordinate with TxDOT to review the proposed lighting concept along FM 518. We will verify TxDOT's design requirements, clear zone constraints, and permitting requirements for installing City-maintained infrastructure within the State right-of-way.
- **TNMP Coordination:** Kimley-Horn will coordinate with TNMP regarding electrical service availability, potential service drop locations, removal of cobra-head lights, if necessary and metering requirements for the proposed corridor lighting.

### **Task 3: Street Lighting Analysis**

Kimley-Horn will perform a photometric lighting analysis of the FM 518 corridor to provide uniform and consistent lighting that meets TxDOT illumination guidelines. This task will include:

- Evaluate existing lighting conditions, document existing electrical/illumination infrastructure and identify illumination gaps.
- Discuss with City and determine if any existing lighting can/should be retained.
- Develop up to 3 conceptual options for lighting design with various placements, pole height and spacing configurations for selection by City staff/ City Council.
- Conduct photometric analysis using AGi32 of up to two preferred configuration options to achieve minimum footcandles, uniformity ratios, reduce glare, and minimum light trespass. The AGi32 analysis will be performed using standard lighting fixtures.
- Provide the concept designs in compliance with building code and dark skies initiatives.

### **Task 4: Preliminary Engineering Report (PER) for Lighting Design**

Kimley-Horn will prepare a Preliminary Engineering Report (PER) to evaluate the feasibility and design parameters for the street lighting using various light fixtures and poles. This task will include:

- Based on the photometric model, provide recommendations and concept cost for decorative streetlight/banner pole designs and luminaire types that align with the City's aesthetic preferences while satisfying TxDOT and illumination standards will be provided (limited to 4 aesthetic families from TxDOT approved vendors).
- Upon selection of a preferred configuration, design, and aesthetic by the City, prepare a roll plot or 11x17 not-to-scale schematic exhibits that show the recommended street lighting layout with pole locations and photometrics.
- Prepare a Preliminary Engineering Report (PER) that documents the feasibility and design parameters for selected street lighting system for FM 518 corridor.
- Develop a preliminary planning level cost estimate for the recommended street lighting system, separated into Phase 1 (SH 3 to FM 270) and Phase 2 (I-45 to SH 3).

**Deliverables:** Draft PER (PDF format) for City review, and Final PER (PDF format) incorporating one (1) round of comments from the City.

## **SERVICES NOT INCLUDED**

Any other services, including but not limited to the following, are not included in this Proposal:

- Final design including preparation of construction drawings, specifications and estimates.
- Bid phase services and construction phase services.
- Analysis of tree lights, building mounted exterior lights, or lights outside of project limits.



### FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 - 4 for the total lump sum labor fee below. In addition to the lump sum labor fee, direct reimbursable expenses, Task 5, such as express delivery services, local travel, and other direct expenses will be billed at 10% times cost. All permitting, application, and similar project fees will be paid directly by the City. Should the City request Kimley-Horn to advance any such project fees on the City's behalf, an invoice for such fees, with a ten (10%) markup, will be immediately issued to and paid by the City.

Task Number & Name		Fee	Type
1	Project Management, Coordination, QC/QA, and Meetings	\$14,800	Lump Sum
2	Agency Coordination with TxDOT and TNMP	\$8,000	Lump Sum
3	Street Lighting Analysis	\$24,700	Lump Sum
4	Preliminary Engineering Report (PER) for Lighting Design	\$23,000	Lump Sum
Subtotal - Labor		<b>\$70,500</b>	<b>Lump Sum</b>
5	Project Reimbursable Expenses Budget (Cost+10%)	\$2,000	NTE
Total Fee (Labor + Expenses)		<b>\$72,500</b>	

Lump sum fees and expenses will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of receipt of the invoice and should include the invoice number and Kimley-Horn project number.

### SCHEDULE

Kimley-Horn will endeavor to complete this assignment as expeditiously as possible. However, this Project Schedule will be impacted by circumstances that the Professional has no control over. They would include coordination times and approvals from TxDOT and TNMP, time for City to review and evaluate alternative lighting systems, and conducting meetings and presentations to ultimately select the preferred street lighting system. Due to these factors, it is difficult to present a definitive project schedule. Kimley-Horn estimates this project duration to be approximately 4 to 6 months, excluding reviews and approval periods by City, TxDOT and TNMP.

### ADDITIONAL SERVICES

Any services beyond the Scope of Services described in the tasks above shall be considered additional services. The Professional can provide these services, if needed, upon the City's issuance of a written Task Order. Any additional amounts paid to the Professional as a result of the material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. Kimley-Horn will perform any additional scope of services on an hourly basis and will be billed based on the Standard Rate Schedule attached.

## **Kimley-Horn and Associates, Inc.**

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### **Hourly Labor Rate Schedule**

<b>Classification</b>	<b>Rate</b>
Analyst I	\$145 - \$175
Analyst II	\$185 - \$220
Professional	\$215 - \$250
Senior Professional I, Principal	\$265 - \$330
Senior Technical Support	\$130 - \$310
Technical Support	\$105 - \$180
Support Staff	\$95 - \$160

Effective through June 30, 2026

Subject to annual adjustment thereafter

External Reimbursable Expenses will be charged at 10% mark-up, or per the Contract

Specialty sub-consultants will be billed per the Contract plus 10%