

**AGREEMENT FOR PROGRAM MANAGEMENT SERVICES  
AMENDMENT NO. 3**

This Amendment No. 1 to Contract K-1516-110 is between the City of Norman, Oklahoma, a municipal corporation, (hereinafter referred to as the “City”), the Norman Municipal Authority and ADG P.C., (hereinafter referred to as the “Program Manager”).

WITNESSETH:

WHEREAS, the parties entered into Contract K-1516-110 on February 23, 2016 for the purpose of providing a variety of services including but not limited to facilities assessment, planning and programming, architectural and engineering plan review, design and construction coordination and construction observation services for certain upcoming City construction projects (“Program Management Services”); and

WHEREAS, the parties executed Amendment No. 1 to K-1516-110 on June 27, 2017, which added projects and costs in the amount of \$130,037 relating to Reaves Park, Griffin Park, and the Westwood Tennis and extended the contract for an additional 36 months to cover the added projects.

WHEREAS, the parties executed Amendment No. 2 to K-1516-110 in the amount of \$1,411,727 on February 26, 2019, after evaluation of the current status of the projects originally included in Contract K-1516-110 and Amendment No. 1 thereto, as well as future Norman Forward needs for the City, and the desire to extend the Program Manager’s provision of Program Management Services for 36 additional months for a new list of projects, including some already within K-1516-110 and as well as Ruby Grant Park, Park Maintenance Building, and the Adult Softball and Football Complex.

WHEREAS, Amendment No. 3 to K-1516-110 in the amount of \$263,000 adds buildings included in the Municipal Complex Renovations that will be funded in part by General Obligation Bonds, which will be issued by the Norman Municipal Authority, thus necessitating the addition of the Norman Municipal Authority to this contract as a party thereof.

NOW, THEREFORE, the parties desire to amend Contract No. K-1516-110 as follows:

Addition of the Norman Municipal Authority

The Norman Municipal Authority is now hereby a party to this contract.

Substitution of Exhibits A, B and C:

Exhibits A, B and C to Contract K-1546-110, originally approved February 23, 2016, and amended June 27, 2017, shall be removed by agreement of the parties and fully replaced with Exhibits A, B and C attached hereto.

All other terms of Contract K-1516-110 shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the PROGRAM MANAGER have executed this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF NORMAN, OKLAHOMA**  
**("City")**

**NORMAN MUNICIPAL AUTHORITY**  
**("NMA")**

By: \_\_\_\_\_  
Mayor Breea Clark

By: \_\_\_\_\_  
Chairman Breea Clark

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Brenda Hall, City Clerk

By: \_\_\_\_\_  
Brenda Hall, Secretary

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Attorney

**ADG P.C.**  
**("Program Manager")**

By: SCOTT DERMON  
Name: SCOTT DERMON  
Title: PRINCIPAL

ATTEST:  
By: Lou A. Christensen  
Title: Sec. / Treas.

## EXHIBIT A BASIC SERVICES

Upon written direction by the City, the Program Manager hereby agrees that it will perform in accordance with the standard of care as identified in the Standard of Care paragraph of the Contract, the following Basic Services required for the development and implementation of the Program. The following projects shall be considered within the scope of the Program and BASIC SERVICES

- Central Library
- Reaves Park
- Griffin Park
- Westwood Tennis Enclosure
- Senior Center
- Indoor Multi-Sport Facility
- Indoor Aquatic Facility
- Ruby Grant
- Parks and Recreation Maintenance Facility
- Softball & Football Complex
- Municipal Complex Renovations (Phase I and II: 2008 Bond Authorization)

### A. Program Management Services

- a. **Weekly Oversight**
- b. **Budget Management** – review the overall program budget items and issues with the City as appropriate or as requested during the program schedule.
- c. **Schedule Management** – review overall program schedule items and issues with the City as appropriate during the program timeline and report findings as necessary or as requested by the City.
- d. **Contract Review, as required**
- e. **Monthly Reporting** – prepare an overall program progress report monthly identifying status, various Project issues, program schedule status and issues, and program budget status and issues for review with the City.

### B. Pre-Design Phase Services

- a. **Outreach**
  1. **Prepare, Attend and Document Public Meetings:** As the City's Program Manager, ADG will prepare for, attend, and document specific Project meetings with the public so the City's interests are addressed and the City has a record of the Public's feedback. This effort includes developing Action Items to be completed, documenting of information needed to prepare for the next public meeting, and documentation showing how the City has addressed public concerns.
  - b. **Ongoing Outreach Activities:** This effort includes addressing Project specific issues and concerns, working with the City to develop Project specific outreach strategies and implementation, and providing ongoing counsel to the City about Project specific outreach status, schedule and public perception.  
**Report at City Council Meetings:** This effort includes preparing for, attending, presenting, and documenting Project status, issues, and recommendations to the Norman City Council.
- c. **Programming**

- i. **Attend and Document Stakeholder Meetings:** As the City's Program Manager, ADG will prepare for, attend, and document meetings with Project Stakeholders so the City's interests are addressed and the City has a record of the Stakeholders' feedback. This effort includes developing Action Items to be completed by all team members including the City's consultants in charge of Project design and construction as necessary.
- d. **Review Project Requirements:** ADG will assist in the development and or review of the City's Project requirements. The Project Requirements form the basis for the development of the Project and include the needs and criteria the design team is to follow during the development of the Project documents.
- e. **Review Space Program:** ADG will assist in the development and or review the Space Program for the Project. The space program is a mathematical model outlining each space's intended use and the required square footage necessary to meet the user(s)' needs and the City's Project Requirements.
- f. **Review Project Schedule and Budget:** ADG will review the design team's development schedule and budget for readily observable errors and omissions. Additionally, ADG will review the schedule and budget based on construction techniques and costs common to the Norman area.
- g. **Review RFQ and RFP:** ADG will assist in the development and or review of RFQs and RFPs for design services as appropriate for each Project. RFQs and RFPs are the basis for complete and quality work provided by qualified consultants.
  - i. **Incorporate into the Overall Implementation Plan:** ADG will analyze, review, and incorporate the Project's specifics into the overall Program Schedule then update this information for the period of performance of the contract.

#### C. Construction Document and Cost-Estimate Review

- a. **Construction Document Review:** ADG will review the City's consultants' submittals on behalf of the City reviewing the consultants' documents for readily observable omissions, code issues, ADA issues, etc. ADG will also review the documents to make sure the consultants are picking up specific items the City wants addressed as discussed in meetings and reviews with the consultants'; Action Item follow up. Additionally, ADG will review the documents for constructability noting issues and concerns from a contractor's point of view.
  - i. **Cost Estimate Reviews:** ADG will review the consultant's cost estimate at each submittal. ADG will apply known current local market cost information to the consultant's quantities as a check to the Project budget.
  - ii. **Other Items:** A value review will be completed at the end of each review, ADG will assemble comments and suggestions from the review team to identify areas where better value may exist by using different manufacturers/materials and/or different construction techniques. LEED Review and Consultant invoice review will also be completed by ADG on an as-needed basis.

#### D. Bid/Construction Phase Services

- a. **Review RFQ and RFP:** ADG will assist in the development and or review RFQ's and RFP's for construction services as appropriate for the Project. RFQ's and RFP's are the basis for complete and quality work provided by qualified contractors.
- b. **RFI and Change Order Assistance:** when requested, ADG will review RFI's and Change Orders requiring assessment by the City.
  - i. **Monitor Progress and Pay Application Review:** ADG will attend weekly construction meetings conducted by the Contractor. ADG will review Project progress to determine in general if the Work is being completed in conformance with the Contract Documents. ADG

will document field observations at each site visit in order to determine in general if Pay Applications are representative of the Work performed for the specified period.

- ii. **Punchlist Preparation and Review:** ADG will review a Punchlist prepared by the Contractor for Substantial Completion and back-check the Punchlist items as they are completed. Program Manager will add to and supplement the Contractor's Punchlist as required.
- iii. **Prepare Monthly Report:** ADG will prepare a progress report monthly identifying the status of the Project, the Project schedule, and the Project budget for review with the City.

**E. Furniture, Fixtures, & Equipment (FF&E) Services**

- a. ADG's Basic Services consist of those described below. Services not included below are Supplemental or Additional Services.
- b. ADG shall coordinate its services with those services provided by the Owner. ADG shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. ADG shall provide prompt written notice to the Owner if ADG becomes aware of any error, omission, or inconsistency in such services or information.
- c. As soon as practicable after the date of this Agreement, ADG shall submit for the Owner's approval a schedule for the performance of ADG's FF&E services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by ADG or Owner. With the Owner's approval, ADG shall adjust the schedule, if necessary, as the Project proceeds until the commencement of the FF&E Work.
- d. Schematic Design Phase Services
  - i. ADG shall review information furnished by the Owner, and shall review laws, codes, and regulations applicable to ADG's services.
  - ii. ADG shall discuss with the Owner alternative approaches to design and selection of FF&E, and options for procuring FF&E.
- e. Based on the Owner's approval of the program, ADG shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of preliminary furniture layouts, and may include preliminary options for FF&E.
- f. ADG shall consider sustainable design alternatives, such as material choices, together with other considerations based on program and aesthetics, in developing a design that is consistent with the program, Owner's schedule, and the Owner's budget for the Cost of the Work for FF&E. The Owner may obtain more advanced sustainable design services as an additional service.
- g. ADG shall consider the value of alternative materials together with other considerations based on program and aesthetics, in developing a design for the FF&E for the Project that is consistent with the program, Owner's schedule, and the Owner's budget for the Cost of the Work for FF&E.
- h. ADG shall submit to the Owner an estimate of the Cost of the Work for FF&E.
- i. ADG shall submit the Schematic Design Documents to the Owner and request the Owner's approval.
- j. Design Development Phase Services
  - i. Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work for FF&E, ADG shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents. The Design Development Documents shall include FF&E selections and specially designed FF&E items or elements, and may include

product data and illustrations to indicate finished appearance and functional operation of FF&E.

- ii. ADG shall update the estimate the Cost of the Work for FF&E.
- iii. ADG shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate, and request the Owner's approval.

k. Furniture, Fixtures, & Equipment - Documents Phase Services

- i. Based on the Owner's approval of the Design Development Documents, ADG shall prepare for the Owner's approval FF&E Documents consisting of drawings and specifications setting forth in detail the FF&E Work for the Project, including requirements for location, procurement, fabrication, shipment, delivery, and installation of the FF&E. The Owner and ADG acknowledge that in order to perform the Work the Vendor will provide additional information, including shop drawings, product data, samples, and other similar submittals, which ADG shall review.
- ii. ADG shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the FF&E Documents.
- iii. ADG shall submit the FF&E Documents to the Owner, update the estimate for the Cost of the Work for FF&E, and advise the Owner of any adjustments to such estimate, and request the Owner's approval.

l. Furniture, Fixtures, & Equipment – Procurement Phase Services

- i. Following the Owner's approval of the FF&E Documents, ADG shall assist the Owner in establishing a list of prospective vendors for FF&E.
- ii. ADG shall assist the Owner in obtaining quotations for FF&E. Quotation Documents shall consist of quotation requirements and the proposed Contract Documents.
- iii. ADG shall prepare written responses to questions from prospective vendors and provide written clarifications and interpretations of the Quotation Documents in the form of addenda.
- iv. ADG shall assist the Owner in reviewing quotations. ADG shall assist the Owner in awarding contracts for vendors.

m. Furniture, Fixtures, & Equipment – Contract Administration Phase Services

- i. Assistance with coordinating schedules for fabrication, delivery, and installation of the Work. ADG will not be responsible for failure of a Vendor to meet schedules for completion or to perform its respective duties and responsibilities in conformance with such schedules.
- ii. Review and approval, or other appropriate action, of Vendor submittals such as Shop Drawings, Product Data, and Samples – but only for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents.
- iii. As the buyer of goods, the Owner shall receive, inspect, and accept or reject furniture, furnishings, and equipment at the time of their delivery to the premises and installation unless otherwise agreed. ADG will not act as the Owner's agent in contractual matters.
- iv. ADG shall review final placement and inspect for damage, quality, assembly, and function in order to determine that furniture, furnishings, and equipment are in accordance with the requirements of the Contract Documents. ADG may recommend to the Owner acceptance or rejection of furniture, furnishings, and equipment.

- v. ADG shall visit the Project premises at intervals appropriate to the stage of the Vendor's installation to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. ADG shall not have control over, charge of, or be responsible for the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

**EXHIBIT B  
ADDITIONAL SERVICES**

Additional Services will only be provided upon prior written and clearly detailed direction of The City. The Program Manager may be directed to perform any, all, or none of the following Additional Services:

1. Provide assistance, analysis and coordination of work or services to be performed under separate contracts or to be performed by The City's own forces, which work or services are outside the scope of work of Program Manager's contracted services.
2. Provide analysis and services related to future facilities, systems improvements and equipment, which are not intended to be designed or constructed as a part of the Program.
3. Provide "ground-up" construction cost estimates for Projects, except for conceptual cost estimates required to produce the Program Budget.
4. Provide architectural and engineering design services required for any individual Project that includes but is not limited to building design, selection and procurement of equipment and other related equipment for the individual Projects.
5. Gathering, reviewing or analyzing data not directly related to the physical plant of any Project, such as demographic information, Information Technology, security or transportation.
6. Make revisions due to deficiencies or conflicts in documents prepared by The City, third party architects and/or engineer of record for any Project, if required, in which case the Program Manager agrees to perform the revisions according to reasonable professional standards and accepts responsibility for the work performed.
7. Provide professional services made immediately necessary by the default of the architect and/or engineer of record or contractor for any Project, if required, in which case the Program Manager agrees to perform the revisions according to reasonable professional standards and accepts responsibility for the work performed.
8. Trips requested by The City which require travel of more than 50 miles in one direction.
9. Produce miscellaneous presentation materials not originally anticipated as a part of the Program.
10. Provide extraordinary and continuing alternative dispute resolution services.
11. Prepare to serve or serve as expert witness in connection with any legal proceeding.
12. Provide detailed building surveys and produce existing condition drawings of structures to be remodeled, renovated or removed. These services may include the conversion of existing drawings to electronic media.
13. Provide assistance in public relations or marketing efforts either with Program Manager's employees directly or through a sub-consultant of Program Manager, which sub-consultant will be submitted to Program Coordinator for approval.
14. Prepare a Master Plan focusing on the urban nature of the site.
15. Services required by Program Manager resulting from delays caused in whole or in part by:
  - a. Changes to the Program or to Project(s) directed by The City
  - b. Default of Architect, Contractor or Construction Manager
  - c. Assessment of existing FF&E for reuse
16. Provision of program management services beyond March 1, 2022.



**EXHIBIT C  
COMPENSATION AND SCHEDULE OF VALUES  
CONTRACT FOR PROGRAM MANAGEMENT SERVICES**

**BASIC SERVICES**

Program Manager shall be compensated on each project according to the following schedule:

COMPENSATION SUMMARY		Previous Authorization (2016 -19) City of Norman Contract K-1516-110	Amount Remaining on Contract K-1516-110	Proposed Additional Authorization (2019-2022)	Total Authorization (2019-2022)	Amendment No. 3
1.0	Monthly Program Management	\$ 587,594.14	\$ -	\$ 750,000	\$ 750,000	
	<b>Basic Services</b>					
2.0	Central Library	\$ 200,365	\$ 3,938	\$ 105,562	\$ 109,500	
2.1	Bid/Construction Phase Services				\$ 109,500	
3.0	Reaves Park	\$ 42,000	\$ 21,153	\$ 158,000	\$ 179,153	
3.1	Construction Document and Cost-Estimate Review: Phase I (4-months)				\$ 35,830.60	
3.2	Bid/Construction Phase Services: Phase I (9-months)				\$ 53,745.90	
3.3	Construction Document and Cost-Estimate Review: Phase II (4-months)				\$ 35,830.60	
3.4	Bid/Construction Phase Services: Phase II (9-months)				\$ 53,745.90	

COMPENSATION SUMMARY		Previous Authorization (2016 -19) City of Norman Contract K-1516-110	Amount Remaining on Contract K-1516-110	Proposed Additional Authorization (2019-2022)	Total Authorization (2019-2022)	Amendment No. 3
<b>4.0</b>	<b>Griffin Park</b>	<b>\$ 205,422</b>	<b>\$ 155,490</b>	<b>\$ 14,578</b>	<b>\$ 170,068</b>	
4.1	Construction Document and Cost-Estimate Review: Phase II (3-months)				\$ 17,006.80	
4.2	Bid/Construction Phase Services: Phase II (6-months)				\$ 34,013.60	
4.3	Construction Document and Cost-Estimate Review: Phase III (3-months)				\$ 17,006.80	
4.4	Bid/Construction Phase Services: Phase III (6-months)				\$ 42,517.00	
4.5	Construction Document and Cost-Estimate Review: Phase IV (3-months)				\$ 17,006.80	
4.6	Bid/Construction Phase Services: Phase IV (6-months)				\$ 42,517.00	
<b>5.0</b>	<b>Westwood Tennis Enclosure</b>	<b>\$ 38,100</b>	<b>\$ -</b>	<b>\$ 33,180</b>	<b>\$ 33,180</b>	
5.1	Bid/Construction Phase Services (4-months)				\$ 33,180	
<b>6.0</b>	<b>Senior Center</b>	<b>\$ 159,296</b>	<b>\$ 144,721</b>	<b>\$ 25,279</b>	<b>\$ 170,000</b>	
6.1	Pre-Design Phase Services				\$ 25,500	
6.2	Construction Document and Cost-Estimate Review				\$ 59,500	

COMPENSATION SUMMARY		Previous Authorization (2016 -19) City of Norman Contract K-1516-110	Amount Remaining on Contract K-1516-110	Proposed Additional Authorization (2019-2022)	Total Authorization (2019-2022)	Amendment No. 3
6.3	Bid/Construction Phase Services				\$ 85,000	
<b>7.0</b>	<b>Indoor Multi-Sport Facility</b>	<b>\$ 168,649</b>	<b>\$ 153,715</b>	<b>\$ 16,285</b>	<b>\$ 170,000</b>	
7.1	Pre-Design Phase Services				\$ 25,500	
7.2	Construction Document and Cost-Estimate Review: Master Plan				\$ 25,500	
7.3	Construction Document and Cost-Estimate Review: Phase I				\$ 34,000	
7.4	Bid/Construction Phase Services				\$ 85,000	
<b>8.0</b>	<b>Indoor Aquatic Facility</b>	<b>\$ 182,091</b>	<b>\$ 167,157</b>	<b>\$ 112,843</b>	<b>\$ 280,000</b>	
8.1	Pre-Design Phase Services				\$ 42,000	
8.2	Construction Document and Cost-Estimate Review: Master Plan				\$ 42,000	
8.3	Construction Document and Cost-Estimate Review: Phase I				\$ 56,000	
8.4	Bid/Construction Phase Services				\$ 140,000	
<b>9.0</b>	<b>Ruby Grant</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 66,000</b>	<b>\$ 66,000</b>	

COMPENSATION SUMMARY		Previous Authorization (2016 -19) City of Norman Contract K-1516-110	Amount Remaining on Contract K-1516-110	Proposed Additional Authorization (2019-2022)	Total Authorization (2019-2022)	Amendment No. 3
9.1	Pre-Design Phase Services				\$ 9,900	
9.2	Construction Document and Cost-Estimate Review: Phase I				\$ 23,100	
9.3	Bid/Construction Phase Services: Phase I				\$ 33,000	
<b>10.0</b>	<b>Parks &amp; Rec Maintenance Building</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 80,000</b>	<b>\$ 80,000</b>	
10.1	Pre-Design Phase Services				\$ 12,000	
10.2	Construction Document and Cost-Estimate Review				\$ 28,000	
10.3	Bid/Construction Phase Services				\$ 40,000	
<b>11.0</b>	<b>Softball &amp; Football Complex</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>	
11.1	Pre-Design Phase Services				\$ 7,500	
11.2	Construction Document and Cost-Estimate Review				\$ 17,500	
11.3	Bid/Construction Phase Services				\$ 25,000	
<b>12.0</b>	<b>East Branch Library</b>	<b>\$ 135,583</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

COMPENSATION SUMMARY		Previous Authorization (2016 -19) City of Norman Contract K-1516-110	Amount Remaining on Contract K-1516-110	Proposed Additional Authorization (2019-2022)	Total Authorization (2019-2022)	Amendment No. 3
13.0	Westwood Aquatic	\$ 158,576	\$ 3806	\$ -	\$ -	
14.0	Municipal Complex Renovations: Phase I and II (2008 Bond Authorization)	\$ -	\$ -	\$ -	\$ -	\$ 263,000
14.1	Construction Document and Cost-Estimate Review					\$ 111,500
14.2	Bid/Construction Phase Services					\$ 111,500
14.3	FF&E Services					\$ 40,000
	<b>Total Fee</b>	<b>\$ 1,877,681.14</b>	\$ 646,174	<b>\$ 1,411,727</b>	\$ 2,057,901	\$ 263,000
	Monthly Program Management Fee	\$ 16,322.06			\$ 20,833.33	

All reimbursable expenses, including the cost of sub-consultants shall be billed to the Owner at Cost + 15%. Travel expenses shall be billed at the rate then published by the General Accounting Office of the Federal Government.

**ADDITIONAL SERVICES**

Additional Services shall be billed to the City on an hourly basis according to the following schedule:

Administrative Staff

Principal	\$250/hr
Director of Program Management	\$175/hr
Director of Urban Planning	\$150/hr
Director of Landscape Architecture	\$150/hr
Program Management Project Manager	\$125/hr
Office Administrator	\$ 90/hr
Marketing Director	\$ 90/hr
Marketing Assistant	\$ 45/hr
IT Administrator	\$ 75/hr
Administrative Assistant	\$ 45/hr
BIM/CAD Technician Manager	\$ 70/hr
Project Coordinator	\$ 75/hr

Construction Administration Staff

Senior Construction Administrator	\$ 90/hr
Construction Administrator	\$ 75/hr

Production Staff

Project Manager (Architect III)	\$125/hr
Architect II	\$105/hr
Architect I \$	\$ 90/hr
Intern Architect III	\$ 80/hr
Intern Architect II	\$ 70/hr
Intern Architect I	\$ 60/hr
Intern Architect Student	\$ 35/hr
Architectural Cadd Tech	\$ 60/hr
Specification Writer	\$ 105/hr

Design Staff

Director of Design - Architecture	\$175/hr
Director of Interior Design	\$175/hr
Interior Designer III	\$ 90/hr
Interior Designer II	\$ 75/hr
Interior Designer I	\$ 60/hr

Engineering Staff

Senior MEP & Civil Engineer	\$175/hr
MEP & Civil Engineer	\$110/hr
Senior Mechanical Designer	\$130/hr
Intern Engineer Student	\$ 35/hr
MEP Cadd Tech	\$ 70/hr
Civil Cadd Tech III	\$ 80/hr
Civil Cadd Tech	\$ 60/hr

The Program Manager shall notify the City, and receive a written authorization from the City, prior to providing any services which are outside the scope of BASIC SERVICES. Part of this notification shall include an estimated Not to Exceed cost for provision of the additional services.

Additional Services invoiced to the City shall be grouped by phase, task, or activity as directed by the City. All reimbursable expenses, including the cost of sub-consultants, shall be billed to the City at cost + 15%.