

**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
FOR MACK HATCHER EXTENSION PROJECT [SR-397 MACK
HATCHER PARKWAY WEST, FROM SOUTH OF SR-96, WEST
FRANKLIN TO EAST OF SR-106 (US431) NORTH OF FRANKLIN
WILLIAMSON COUNTY]
COF Contract No. 2013-0034**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2017, by and between the **City of Franklin, Tennessee**, ("City") and **CDM SMITH, INC.** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Mack Hatcher Extension Project [SR-397 Mack Hatcher Parkway West, From South of SR-96, West Franklin to East of SR-106 (US431) North of Franklin Williamson County] (COF Contract No. 2013-0034), dated the 23rd day of April 2013; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of **TWO HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$277,500.00)**; and

WHEREAS, the City and the Consultant amended this agreement through Amendment No. 1 dated the 25th day of November 2014 and Amendment No. 2 dated the 9th day of February 2016; and

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Attachment A dated February 15, 2017, in the amount of **NINETY-TWO THOUSAND SIX HUNDRED AND 92/100 DOLLARS (\$92,600.92)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an agreement for the Project as proposed.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their February 15, 2017, letter of proposal (**Attachment A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed **NINETY-TWO THOUSAND SIX HUNDRED AND 92/100 DOLLARS (\$92,600.92)**.

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement, or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment; however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in

any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated April 23, 2013, Amendment 1 dated November 25, 2014, and February 9, 2016, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

CDM SMITH, INC.

By: _____

Dr. Ken Moore

Mayor

By: _____

Print: _____

Title: _____

Date: _____

Date: _____

Attest:

Approved as to form:

Eric S. Stuckey

City Administrator

Bethany A. Heuer, Staff Attorney

Date: _____

February 15, 2017

Mr. Paul Holzen
City of Franklin
109 3rd Ave. S.
Nashville, TN 37064

RE: STP-HPP-397(10), PIN 101454.01
SR-397 (Mack Hatcher Parkway)
From West of SR-96 to East of SR-106
Franklin, Williamson County

Dear Mr. Holzen:

We are pleased to submit this scope of work and associated fee estimate for the additional work discussed with TDOT staff on the above referenced project. This additional work results from requests by TDOT to revise the project plans in addition to the work included in the original scope of work and previous supplements.

This work includes the revisions to the right-of-way plans and TDOT coordination, associated legal description updates for the uneconomic property remnants, additional revisions required to the Erosion Prevention and Sediment Control (EPSC) Plan, based on the TDOT SWPPP review for the latest standards, and additional geotechnical subsurface explorations and design requested by TDOT geotechnical staff.

A more detailed description of the additional work can be found in the Project Scope and Fee (Exhibit A) and the Geotechnical Scope of Services (Exhibit B).

The total work order request is for **\$92,600.92**. In summary, the requested estimate is distributed as follows:

Tasks	Fees
Right of Way Revisions and Coordination	\$40,511.48
Legal Description Revisions	\$15,062.10
EPSC Plans Revisions	\$25,141.38
Geotechnical Subsurface Exploration	\$11,885.96
Total	\$ 92,600.92

This estimate includes our contracted overhead rate of 175.81% for Federally Funded projects with a fee of 12.5% calculated on a multiplier of 2.35.

In addition to the work outlined in this proposal, CDM Smith understands that additional survey and plans update will be required for the reconstruction of Hillsboro Road, as well any plans updates (for example, current ADA requirements, and TDOT standard changes, etc.) required based on the scheduled letting. If you have any questions or comments please let us know.

Sincerely,



Brandie C. Cookston, PE
Project Manager
CDM Smith Inc.



Zack Daniel, PE
Associate/Client Service Leader
CDM Smith Inc.

cc:

Jeff Mize – CDM Smith
Nathan Long – Amec Foster Wheeler
Jonathan Marston – City of Franklin

Attachments: Exhibit A – Project Scope and Fee
Exhibit B – Geotechnical Design Scope and Estimate

**EXHIBIT A
DESIGN
FEE ESTIMATE**

**REGION 3
WILLIAMSON COUNTY
STP-HPP-397(10), PIN 101454.01
SR-397 (Mack Hatcher Parkway)
From SR-96 to SR-106**

02/15/2017

Tasks	HOURS PER PERSONNEL CLASS				
	Proj. Mgr.	Proj Eng	Engineer	CAD Tech	CAD Drafter
Right of Way Revisions	8	80	102	160	
Legal Descriptions	4	20	48	60	
EPSC Plans Revisions	8	32	80	100	
Geotechnical Subsurface Exploration Management and Coordination	4	12	8	12	
HOURS PER CLASSIFICATION	24	144	238	332	
MANDAYS	3	18	29.75	41.5	
TOTAL HOURS	738				
TOTAL DAYS	92.25				

DIRECT (LABOR)	RATE		HOURS		LABOR
Project Manager	\$ 58.40	x	24	=	\$ 1,401.60
Project Engineer	\$ 49.09	x	144	=	\$ 7,068.96
Engineer	\$ 40.00	x	238	=	\$ 9,520.00
CAD Tech	\$ 30.00	x	332	=	\$ 9,960.00
CAD Drafter	\$ 22.00	x		=	\$ -
LABOR =					\$ 27,950.56

OVERHEAD (DL x 1.7581)					
	\$ 27,950.56		X	175.81%	\$ 49,139.88

FEE (DL x 2.35 x 12.5%)						
\$	27,950.56	X	2.35	X	12.5%	\$ 8,210.48

Meals			X		\$ -
Lodging			X		\$ -
Printing (Half-size Bond)			X	0.25	\$ -
Lodging			X	142.61	\$ -
Per Diem			X	49.5	\$ -
Postage/Shipping					\$ -
DIRECT EXPENSES =					\$ -

February 15, 2017

CDM Smith is proposing this scope of services for additional work on the above referenced project. This additional work results from requests by TDOT and the City of Franklin to revise the project plans in addition to the work included in the original scope of work and previous supplements. This scope includes the revisions to the right-of-way plans and associated legal description updates for the uneconomic property remnants, additional revisions required to the Erosion Prevention and Sediment Control (EPSC) Plan, based on the TDOT SWPPP review for the latest standards, and additional geotechnical subsurface explorations and design required by TDOT geotechnical staff.

- CDM Smith has performed right of way plans revisions due to adjustments to the project. The revisions required the following modifications:
 - Tract 1: Temporary easements at beginning of project that are not necessary for this project have been deleted. ROW and easements were modified on southeast corner of SR-96 intersection for the addition of signalized intersections.
 - Tract 69: ROW and easements were modified on southeast corner of SR-96 intersection for the addition of signalized intersections.
 - Tract 75: ROW and easements were modified on southwest corner of SR-96 intersection for the addition of signalized intersections.
 - Tract 76: Temporary easements at beginning of project that are not necessary for this project have been deleted. ROW and easements changed on southwest corner of SR-96 intersection when signalized intersections were added.
 - Tract 4: ROW and easements changed on northwest corner of SR-96 intersection when signalized intersections were added.
 - Tract 77: ROW and easements changed on northeast corner of SR-96 intersection when signalized intersections were added.
 - Tract 78 was added to the project. ROW and easements changed on northeast corner of SR-96 intersection when signalized intersections were added.
 - Tract 7 Slope and construction easements at station 924+00 to 927+00, 927+00, 872+00 to 882+00, and 884+00 to 888+00, were deleted as not necessary for this project phase. ROW and easements changed on all 4 corners of the Del Rio Pk. intersection when signalized intersections
 - Tract 8 Slope and construction easements from station 924+00 to 927+00 were deleted as not necessary for this project phase
 - Tract 9 Permanent access easement added as depicted in March 2015 revision
 - Tract 12 Easements were deleted since they are included in Tract 8012.
 - Tract 8012: New tract created to purchase uneconomic remnant from Tract 12
 - Tract 8019: New tract created to purchase uneconomic remnant from Tract 19
 - Tract 20: Easements were deleted since they are included in Tract 8020
 - Tract 8020: New tract created to purchase uneconomic remnant from Tract 20
 - Tract 21: Easements were deleted since they are included in Tract 8021
 - Tract 8021: New tract created to purchase uneconomic remnant from Tract 21
 - Tract 8025: New tract created to purchase uneconomic remnant from Tract 25
 - Tract 8034: New tract created to purchase uneconomic remnant from Tract 34
 - Tract 35: Easements were deleted since they are included in Tract 8035
 - Tract 8035: New tract created to purchase uneconomic remnant from Tract 35
- Legal Descriptions were revised accordingly for the listed plans revisions.

- The outlined time also includes TDOT coordination conducted by CDM Smith with TDOT for these updates, including multiple meetings.
- The EPSC drawing revisions are required as requested by TDOT Environmental Division for preparation of the SWPPP. In accordance with the comments provided by TDOT, the plans will be revised in accordance with TDOT Standard Drawings and Practices.
- CDM Smith will manage TDOT requested Geotechnical Investigations. This will include TDOT coordination for these tasks and limited updates to the construction plans upon issuance of the final geotechnical report and recommendations.

CDM Smith appreciates the opportunity to continue to support the design and future construction of the Mack Hatcher extension and provide these design services to the City of Franklin and TDOT. If you have any questions about this proposal, please do not hesitate to contact us.

May 23, 2016

Mr. Patrick Murray, P.E.
CDM Smith
210 25th Avenue North, Suite 1102
Nashville, Tennessee 3203

**RE: Proposal for Additional Subsurface Exploration – Retaining Wall No. 2
Proposed Extension to Mack Hatcher Parkway
Franklin, Tennessee
Amec Foster Wheeler Proposal No. 2016-063**

Mr. Murray:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is pleased to present this proposal for additional services for the subject project. The purpose of our services is to perform additional subsurface exploration along proposed Retaining Wall No. 2 for the referenced project. We will use the exploration results to prepare recommendations for the proposed retaining wall associated with the project.

Project Description

We originally completed a geotechnical study for the proposed Mack Hatcher Parkway extension from State Route 106 to State Route 96 (report dated January 28, 2010). We later updated our geotechnical reports (i.e., alignment and bridge) and drawings to include the extension of the proposed roadway from State Route 96 to Townsend Boulevard. We provided our revised draft reports and draft drawings in March 2011.

We understand the proposed roadway now requires two retaining walls to facilitate construction that were not required at the time of our original studies. Retaining Wall No. 1 will be located along the south side of Mack Hatcher Parkway between Stations 954+50 and 955+30. Wall No. 1 will be constructed within the approach embankment for the proposed bridge over the Harpeth River. Retaining Wall No. 2 will be located along the south side of State Route 96 between Stations 24+69 and 28+00 and will tie into the box bridge at Station 24+40.

In 2015, we provided a proposal for providing geotechnical recommendations for design of the retaining walls (Proposal No. 2015-001, Revision 1), which was recently approved by The City of Franklin to CDM Smith. At the time of our 2015 proposal, the project schedule did not allow for us to collect additional subsurface information. We understand that the project schedule has been revised and now allows time to perform subsurface exploration along the wall alignments, satisfying TDOT's normal practice.

Proposed Scope of Services

Two of the borings from our original study are located near the proposed alignment for Wall No. 1 and one of the original borings is located along the alignment for Wall No. 2. TDOT's Geotechnical Manual Section 1: Geotechnical Consultant Manual (dated 3/15/07) recommends performing borings at 100-foot spacing for planned retaining walls. Based on this guidance, we believe our original study includes sufficient subsurface information for providing

recommendations for Retaining Wall No. 1, but additional borings will be required along alignment for Retaining Wall No. 2 to characterize the subsurface conditions in this area.

We propose to perform a subsurface exploration that will consist of up three borings along the proposed wall alignment. These borings will be on approximate 100-foot centers. We plan to extend these borings to a depth of 1.5 times the wall height or 5 feet into bedrock, whichever is shallower. We anticipate that each of the borings will be about 15 feet deep, and that rock coring will be required for each boring.

We will advance each boring using power auger techniques. The overburden will be drive-sampled (per ASTM D1586) to the planned exploration depths or to refusal. We will also attempt to collect relatively undisturbed samples with thin wall (Shelby) tubes per ASTM D 1587 where possible. If the sample borings encounter refusal prior to reaching the planned termination depth, then we will core the refusal materials using diamond core drilling techniques per ASTM D 2113. Upon completion, each boring will be checked for ground water and will then be backfilled with augur cuttings. Cuttings that cannot be placed back in the boring will be disposed of on-site outside of any paved areas.

We propose to utilize an ATV-mounted drill rig (provided by our preferred drilling subcontractor, Tri-State Drilling) to complete the exploration. The majority of the proposed wall alignment is located in an area of dense vegetation. We have included some effort for hand-clearing with a chain saw to provide access for the drilling equipment. We will minimize vegetation disturbance and tree removal, removing only those trees and vegetation required to access the proposed boring locations.

We request that CDM Smith stake the wall alignments prior to us arriving on-site that will aid in our field locating of borings. We also request that the actual positions and surface elevations of the borings be located in the field by CDM Smith after drilling. Prior to staking the boring locations, we will contact Tennessee One-Call to locate any underground utilities. We will adjust any borings that may conflict with located utilities. We plan to have a representative from our company on-site on a full-time basis during the field exploration portion of the work to coordinate and document the drilling activities, provide on-site sample review, and revise the exploratory plan as necessary to accommodate the actual conditions encountered. We assume coordination with private property owners for right of entry for drilling is not required.

We will return the soil and rock samples to our Nashville geotechnical and materials testing laboratory and selected soil specimens will be subjected to index and engineering parameter testing. The tentative testing program will include Atterberg limits determinations, grain size analyses, natural moisture content determinations, and unconfined compression tests.

We will utilize the data gathered during this exploration to provide retaining wall recommendations and wall concept sheets as described in our previous Proposal No. 2015-001, Revision 1. We will also update the geotechnical drawings for this project to include the new subsurface information.

Cost Estimate

We propose to provide the services describe in accordance with Amec Foster Wheeler's standard Labor Rate Schedule (attached). Our estimated cost associated with the scope of work defined herein is \$7,300. Any additional services above and beyond the scope noted above will be provided on an hourly basis in accordance with Amec Foster Wheeler's standard Labor Rate Schedule.

The proposed scope of geotechnical services and the associated cost estimate is based on the stipulations mentioned above and the following assumptions:

- We assume that right-of-entry to any properties that may be required will be secured by the Client, at no cost to Amec Foster Wheeler. We have not included any contingency funds for 'up front' effort required to meet individual landowners or to satisfy their unique requests for accessing their land (such as gravel for surfacing farm roads, etc.). Our cost assumes that the Owner will be responsible for contacting landowners and arranging for our right of entry/access to the properties involved.
- We assume no permits are required to conduct the drilling activities.
- We will have unrestricted access to all points along the corridor of study and exploration.
- Alignment centerlines will be staked and clearly marked on a minimum of 100 feet centers with stakes indicating station designation.
- We assume that the site is readily and easily accessible at the time of exploration with the stipulated ATV-mounted drill rig with the exception of clearing efforts detailed above.
- We assume no boulder fill or environmentally deleterious or hazardous material is present at the site.
- All drilling is to be done off-road and no traffic control support is required.
- The borings will be backfilled with auger cuttings, and any material not replaceable will be left on-site. We have not assumed any costs for any other site restoration.
- Our borings will reference the depth below ground surface unless survey information is provided. A survey of the boring locations after drilling is not included
- Our report will be published in standard Amec Foster Wheeler format, and the drawings will be provided in standard TDOT format.
- We will provide an electronic (PDF) copy of the report.
- Delivery of the report concludes all services included in our current geotechnical scope and cost estimate.

We will notify *Tennessee One Call* and request that underground utilities in the areas to be explored be identified. However, Tennessee One Call will only locate utilities for those utility owners that subscribe to their program. So, there may be other utilities present that One Call cannot locate. These utilities will need to be made known to us by you prior to beginning our exploration. Amec Foster Wheeler cannot be responsible for damage to buried features not identified and clearly marked prior to the subsurface exploration. We have not included hiring a private utility locator in the budget estimate.

Completion Schedule

Based on our current workload, we can complete the subsurface exploration within 20 working days of written notice to proceed and receipt of the base drawings. We expect that an additional 3 to 4 weeks will be required to prepare the reports and drawings.

Closure

~~If this proposal is acceptable, please indicate your approval by executing and returning the attached Services Agreement, which contains the Terms and Conditions under which the work will be performed. Once we receive the signed Agreement, we will sign it and return a fully executed copy to you for your file. The preceding scopes of work and the Terms and Conditions in our Agreement constitute our proposal and contract with you.~~

Once you have had an opportunity to consider the preceding, we will be happy to discuss any

questions that you may have. Amec Foster Wheeler appreciates this opportunity to be of service to CDM Smith.

Yours truly,
Amec Foster Wheeler



Nathan Long, P.E., P.G.
Geotechnical Engineer

Reviewed By:



Mario Glorioso, P.E.
Geotechnical Branch Manager

Enclosed: Services Agreement
 Standard Labor Rate Schedule

Exhibit "1"

Proposal No. 2016-063



**AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.
2015 RATE SCHEDULE**

The hourly labor rates set forth below are valid from January 1, 2015 and are subject to annual revision thereafter. Amec Foster Wheeler will provide CLIENT thirty days advance written notice of any such revisions.

PROFESSIONAL SERVICES

CLIENT agrees to reimburse Amec Foster Wheeler for all hours worked by professionals at the following classifications and associated hourly labor rates. For expert witness testimony and related services in connection with litigation, CLIENT agrees to reimburse Amec Foster Wheeler for all hours worked by professionals at the following classifications, but at one and one half times the associated hourly labor rates.

<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>	<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>
Professional Levels 1	\$55.00	Professional Level 19	\$165.00
Professional Levels 2	\$60.00	Professional Level 20	\$170.00
Professional Levels 3	\$65.00	Professional Level 21	\$180.00
Professional Level 4	\$70.00	Professional Level 22	\$190.00
Professional Level 5	\$75.00	Professional Level 23	\$200.00
Professional Level 6	\$80.00	Professional Level 24	\$210.00
Professional Level 7	\$85.00	Professional Level 25	\$220.00
Professional Level 8	\$90.00	Professional Level 26	\$240.00
Professional Level 9	\$95.00	Professional Level 27	\$250.00
Professional Level 10	\$100.00	Professional Level 28	\$260.00
Professional Level 11	\$105.00	Professional Level 29	\$270.00
Professional Level 12	\$110.00	Professional Level 30	\$280.00
Professional Level 13	\$115.00	Professional Level 31	\$290.00
Professional Level 14	\$120.00	Professional Level 32	\$300.00
Professional Level 15	\$130.00	Professional Level 33	\$310.00
Professional Level 16	\$140.00	Professional Level 34	\$320.00
Professional Level 17	\$145.00	Professional Level 35	\$330.00
Professional Level 18	\$150.00		

TECHNICIAN SERVICES

CLIENT agrees to reimburse Amec Foster Wheeler for all hours worked by technicians at the following classifications and associated hourly labor rates.

<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>	<u>OVERTIME</u>	<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>	<u>OVERTIME</u>
Technician Level 1	\$27.50	\$41.25	Technician Level 16	\$85.00	\$127.50
Technician Level 2	\$30.00	\$45.00	Technician Level 17	\$90.00	\$135.00
Technician Level 3	\$32.50	\$48.75	Technician Level 18	\$95.00	\$142.50
Technician Level 4	\$35.00	\$52.50	Technician Level 19	\$100.00	\$150.00
Technician Level 5	\$37.50	\$56.25	Technician Level 20	\$105.00	\$157.50
Technician Level 6	\$40.00	\$60.00	Technician Level 21	\$110.00	\$165.00
Technician Level 7	\$42.50	\$63.75	Technician Level 22	\$115.00	\$172.50
Technician Level 8	\$45.00	\$67.50	Technician Level 23	\$120.00	\$180.00
Technician Level 9	\$47.50	\$71.25	Technician Level 24	\$125.00	\$187.50
Technician Level 10	\$55.00	\$82.50	Technician Level 25	\$130.00	\$195.00
Technician Level 11	\$60.00	\$90.00	Technician Level 26	\$135.00	\$202.50
Technician Level 12	\$65.00	\$97.50	Technician Level 27	\$140.00	\$210.00
Technician Level 13	\$70.00	\$105.00	Technician Level 28	\$145.00	\$217.50
Technician Level 14	\$75.00	\$112.50	Technician Level 29	\$150.00	\$225.00
Technician Level 15	\$80.00	\$120.00			



ADMINISTRATIVE SERVICES

CLIENT agrees to reimburse Amec Foster Wheeler for all hours worked by administrative staff at the following classifications and associated hourly labor rates.

<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>	<u>OVERTIME</u>	<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>	<u>OVERTIME</u>
Administrative Level 1	\$35.00	\$52.50	Administrative Level 8	\$70.00	\$105.00
Administrative Level 2	\$40.00	\$60.00	Administrative Level 9	\$75.00	\$112.50
Administrative Level 3	\$45.00	\$67.50	Administrative Level 10	\$80.00	\$120.00
Administrative Level 4	\$50.00	\$75.00	Administrative Level 11	\$85.00	\$127.50
Administrative Level 5	\$55.00	\$82.50	Administrative Level 12	\$90.00	\$135.00
Administrative Level 6	\$60.00	\$90.00	Administrative Level 13	\$100.00	\$150.00
Administrative Level 7	\$65.00	\$97.50	Administrative Level 14	\$110.00	\$165.00

MISCELLANEOUS EXPENSES – 6% of Labor Charges

CLIENT agrees to reimburse Amec Foster Wheeler for miscellaneous expenses incurred, such as consumable supplies, telephone & facsimile charges, photo processing, and small tools, etc., not otherwise invoiced as other direct expenses, at the rate of 6% of labor charges.

OTHER DIRECT EXPENSES

CLIENT agrees to reimburse Amec Foster Wheeler for all other direct expenses incurred at the following rates, except as otherwise specified by AMEC in its proposal:

Travel Expenses: Transportation (mileage, air travel, car rental, etc.), lodging, meals, & incidental expenses	Cost plus 15%
Subcontract Expenses: Supplies or services furnished to AMEC in support of project activities by any supplier or firm, except temporary agency or consultant staff charged at above hourly rates	Cost plus 15%
Direct Expenses: Other expenses in support of project activities	Cost Plus 15%