

RESOLUTION NO. 59-89

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Sell, Beals ON THE  
20th DAY OF November, 1989.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT BETWEEN THE CITY OF CENTERVILLE, OHIO, AND PFLUM, KLAUSMEIER, & GEHRUM CONSULTANTS FOR PLANNING AND ENGINEERING SERVICES FOR THE ARCHITECTURAL PRESERVATION DISTRICT.

WHEREAS, the City's desire to enhance the Architectural Preservation District requires the preparation of construction drawings, and specifications for Phase I of streetscape improvements, and

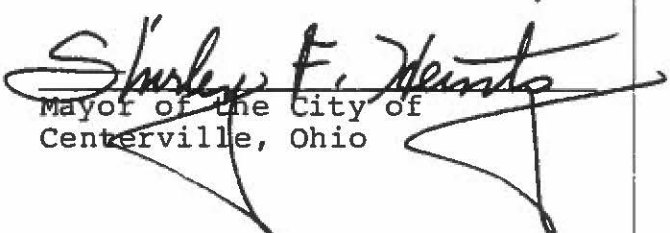
WHEREAS, Pflum, Klausmeier, & Gehrum Consultants have submitted a proposal to provide these necessary planning and engineering services.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. The proposal of Pflum, Klausmeier, & Gehrum Consultants, marked Exhibit "A" attached hereto and made a part hereof not to exceed \$55,000 is hereby accepted; and the City Manager is hereby authorized and directed to enter into said Contract.

SECTION 2. This Resolution shall become effective immediately upon passage.

PASSED this 20th day of November 1989.

  
Mayor of the City of  
Centerville, Ohio

ATTEST:

  
Clerk of the Council of the  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 59-89, passed by the Council of the City of Centerville, Ohio, on the 20th day of November, 1989.

Mary J. H. Laughlin  
Clerk of Council

Approved as to form, consistency  
with the Charter and Constitutional Provisions.

Department of Law  
Robert N. Farquhar  
Municipal Attorney

**CONTRACT**  
**FOR**  
**PLANNING AND ENGINEERING SERVICES**  
**Amendment No. 1**

**WITNESSETH:**

**WHEREAS**, the City of Centerville (hereinafter referred to as the "City"), and Pflum, Klausmeier & Gehrum Consultants (hereinafter referred to as the "Contractor"), have previously entered into an Agreement, dated 27 July 1988; and

**WHEREAS**, that Agreement required the Contractor to provide certain professional services; and

**WHEREAS**, the City desires that the Contractor provide services beyond the scope of work as described in the Agreement; and

**WHEREAS**, the City has obligated the necessary funds for the conduct of the services described hereinafter; and

**WHEREAS**, such services are professional and noncompetitive in nature;

**NOW, THEREFORE**, for and in consideration of the promises, covenants, and agreements herein contained, the parties mutually agree as follows:

## **TERMS:**

### **Section 1. Scope of Services**

The Contractor will accomplish all necessary services for the preparation of engineering and landscape construction plans for sidewalk, utility and landscape improvements at the intersection of Main Street and Franklin Street. The detailed construction plans shall conform to schematic drawings previously presented by the Contractor and approved by the City.

Construction plans and specifications shall include the following elements:

1. Sidewalk paving and curb replacement as necessary;
2. Tree location and type, tree planting details, and tree grates;
3. Pedestrian scale lighting;
4. Pedestrian and streetscape amenities including benches and planters;
5. Crosswalk location, as required; and
6. Roadway realignment and pavement markings as per schematic drawings.

The Contractor will obtain all elevation and planimetric data necessary for preparation of base maps at a scale of 1" - 20'.

The Contractor will prepare all material in a form suitable for public bidding by the City. The Contractor shall provide the City with five (5) complete sets of plans and specifications.

No work shall be accomplished under this Agreement for traffic control devices, signs, or signal poles.

The Contractor shall meet with the City at appropriate times during the preparation of the construction plans and specifications. The purpose of these meetings shall be to review the progress, provide the City with appropriate information and to gain approvals by the City for progress of the project. These review meetings shall be scheduled at the approximate completion points of 25 percent, 75 percent and 90 percent. Two sets of plans will be submitted to the City prior to each progress/review meeting.

### **Section 2. Limits of Work**

The attached Exhibit A shows the limits of work for the preparation of construction drawings and specifications. No work shall be shown for any construction beyond the existing public right-of-way.

### **Section 3. Responsibility of City**

The City shall provide coordination, cooperation and access to all reports, information and documentation necessary for the Contractor to complete the work in Section 1. In particular, the City shall coordinate the work with any other construction proposed in the right-of-way.

The City shall publish any required legal notices and shall provide cooperation during any required public meetings or hearings.

### **Section 4. Time Schedule**

The services of the Contractor shall begin within ten (10) days of the effective date of this Contract.

Services shall be undertaken in such a sequence to assure expeditious completion of all work consistent with the objectives of the City and good design practices. The Contractor shall provide the City with a proposed time schedule of work. All work to be completed prior to January 30, 1990 or four months from execution of this contract for services.

## **Section 5. Compensation and Method of Payment**

### **A. Compensation**

1. The City agrees to pay to the Contractor the lump sum amount of ~~\$5,500.00~~ <sup>\$55,000</sup> as full and complete compensation for the Contractor's services as described in Section 1. Scope of Services.

Additional work shall be authorized, in advance, by the City. Cost of such work will be billed on an hourly rate basis for work performed against the Consultants' hourly rate schedule as shown in Exhibit C.

### **B. Method of Payment**

The City shall make payment under this Contract in accordance with monthly progress reports and upon submission of a requisition for payment specifying that the required services have been performed, accompanied by data satisfactory to the City to document entitlement to payment.

## **Section 6. Subcontracting**

None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract

reviewed by the City before execution, which contract shall explicitly state that it is subject to each provision of this Contract. However, the City agrees that certain work and services may be subcontracted to Menelaos Triantafillou & Associates.

**Section 7. Terms By Reference**

The terms described in the attached Exhibit B, General Provisions, by reference, is made a part of this Agreement. Work described in this Agreement (Section 1. Scope of Work) is specifically limited to the following provisions in Exhibit B:

- Section 1.4 - Final Design Phase
- Section 1.5 - Bidding or Negotiating Phase
- Section 2 - Additional Services of Engineer
- Section 3 - Owners Responsibilities
- Section 4 - Meaning of Terms
- Section 5 - Miscellaneous

**IN WITNESS WHEREOF**, the City and the Contractor have executed this Contract as of the date first above written.

**CITY OF CENTERVILLE, OHIO**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Title: \_\_\_\_\_

**PFLUM, KLAUSMEIER & GEHRUM  
CONSULTANTS**

\_\_\_\_\_

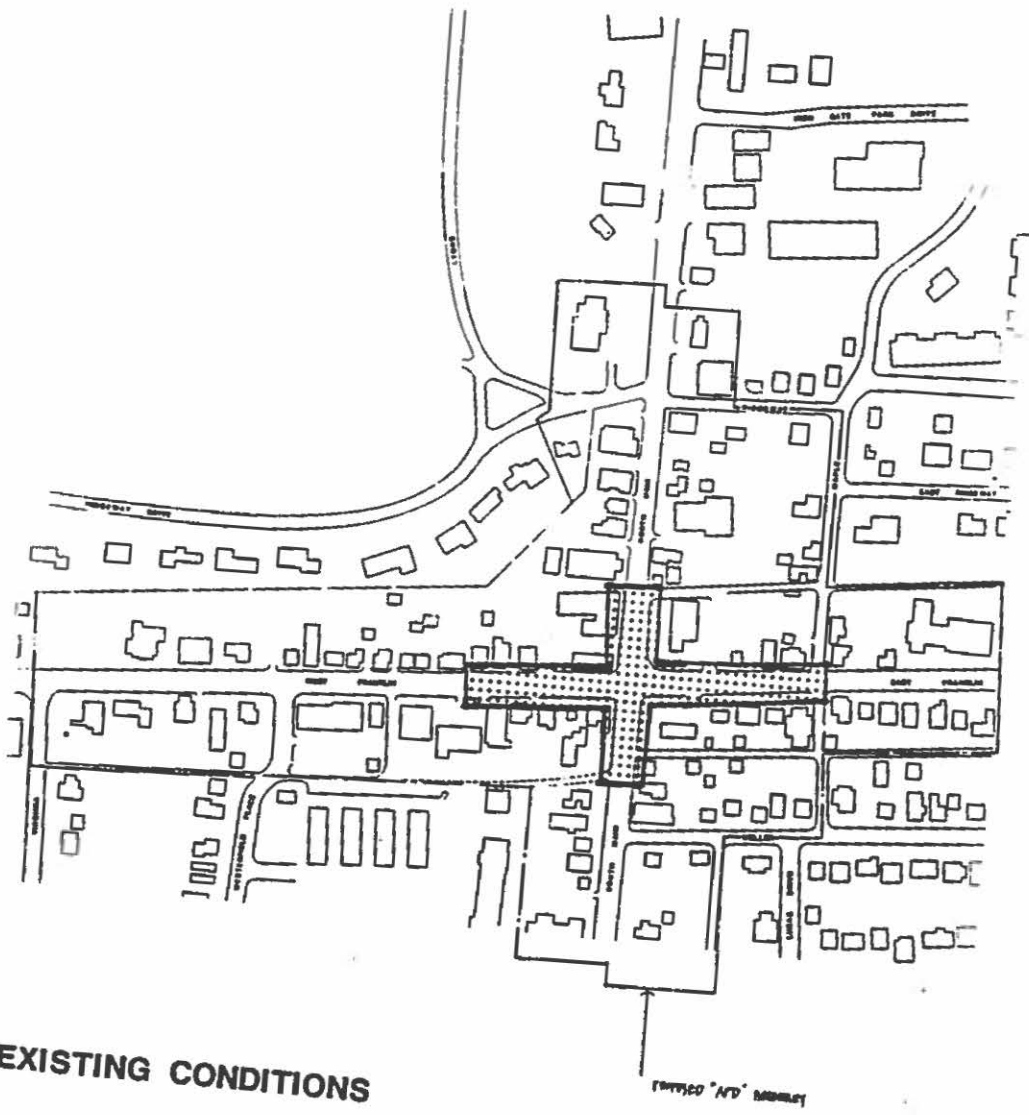
By: \_\_\_\_\_

Title: \_\_\_\_\_


**EXHIBIT A**

**AREA LIMITS OF WORK**



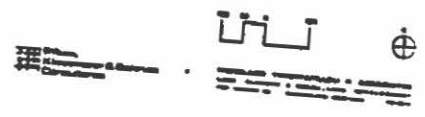


EXISTING CONDITIONS

 Limits of Work  
(See section 1)

Urban Design Plan  
Architectural Preservation District  
City of Centerville, Ohio

EXHIBIT A



**EXHIBIT B**

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**GENERAL PROVISIONS**

## GENERAL PROVISIONS

Attached to and made a part of LETTER AGREEMENT dated \_\_\_\_\_, 197\_\_\_\_, between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Engineer) in respect of the project (Project) described therein.

### SECTION 1--BASIC SERVICES OF ENGINEER

#### 1.1. General.

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include normal civil, structural, mechanical and electrical engineering services and normal architectural services incidental thereto.

#### 1.2. Study and Report Phase.

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to determine his requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 3.2. and act as OWNER's representative in connection with any such services.

1.2.3. Provide special analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.4. Provide general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.5. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to OWNER, and setting forth ENGINEER's findings and recommendations with opinions of probable costs.

1.2.6. Furnish five copies of the Report and present and review it in person with OWNER.

#### 1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Report, determine the scope of the Project.

1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable cost for the Project including Construction Cost, contingencies, compensation for all professionals and consultants, costs of land, rights-of-way and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

1.3.4. Furnish five copies of the above preliminary design documents and present and review them in person with OWNER.

#### 1.4. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1. On the basis of the accepted preliminary design documents prepare for incorporation in the Contract Documents, final drawings to show the character and scope of the work to be performed by contractors on the Project (hereinafter called "Drawings"), and Specifications.

1.4.2. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents, so that OWNER may obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to his latest opinion of probable Project Cost caused by changes in scope, design requirements or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.4.4. Prepare bid forms, notice to bidders, instructions to bidders, general conditions and supplementary conditions, and assist in the preparation of other related documents.

1.4.5. Furnish five copies of the above documents and present and review them in person with OWNER.

#### 1.5. Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1. Assist OWNER in obtaining bids or negotiating proposals for each separate prime contract for construction or equipment.

1.5.2. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Contract Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the Contract Documents.

1.5.4. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

#### 1.6. Construction Phase.

During the Construction Phase ENGINEER shall:

1.6.1. Consult with and advise OWNER and act as his representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, National Society of Professional Engineers document 1910-8, 1974 edition; all of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act as OWNER's professional engineering representative during construction.

1.6.2. Make periodic visits to the site to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents; he shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; he shall not be responsible

for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). His efforts will be directed toward providing assurance for OWNER that the completed Project will conform to the Contract Documents, but he shall not be responsible for the failure of Contractor(s) to perform the construction work in accordance with the Contract Documents. During such visits and on the basis of his on-site observations he shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in the work of Contractor(s) and may disapprove or reject work as failing to conform to the Contract Documents.

1.6.3. Review and approve Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

1.6.4. Issue all instructions of OWNER to Contractor(s); prepare routine change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of OWNER and Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.6.5. Based on his on-site observations as an experienced and qualified design professional and on his review of Contractor(s)' applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and approve in writing payments to Contractor(s) in such amounts; such approvals of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval), but by approving an application for payment ENGINEER will not be deemed to have represented that he has made any examination to determine how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of Contractor(s)' work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances.

1.6.6. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may approve, in writing, final payment to each Contractor.

1.6.7. ENGINEER shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any

of the Contractor(s)' or subcontractors' agents or employees or any other persons (except his own employees and agents) at the Project site or otherwise performing any of the work of the Project.

## SECTION 2—ADDITIONAL SERVICES OF ENGINEER

2.1. Normal and customary engineering services do not include services in respect of the following categories of work which are usually referred to as Additional Services. If OWNER wishes ENGINEER to perform any Additional Services, he shall so instruct ENGINEER in writing, and ENGINEER will be paid therefor as provided in the Letter Agreement. Additional Services include:

- Preparation of applications and supporting documents for governmental financial support of the Project; and preparation or review of environmental studies and related services.
- Services to make measured drawings of or to investigate existing conditions or facilities.
- Major changes in documentation previously accepted by OWNER where changes are due to causes beyond ENGINEER's control.
- Providing renderings or models.
- Preparing documents for alternate bids requested by OWNER for work which is not executed or for out-of-sequence work.
- Detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations.
- Furnishing the services of special consultants.
- Services resulting from the involvement of more than one prime contract for construction of the Project, or the construction contract containing cost-plus or incentive-savings provisions for Contractor's basic compensation.
- Services in connection with change orders to reflect major changes requested by OWNER and services resulting from material, equipment or energy shortages.
- Services during out-of-town travel other than visits to the Project site.
- Preparing for OWNER, on request, a set of reproducible record prints based on data furnished by Contractor(s).
- Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of or default by any Contractor, and (3) prolongation of the contract time.
- Preparation of operating and maintenance manuals; extensive assistance in the utilization or start up; and training OWNER's personnel.
- Services after completion of the Construction Phase.
- Preparing to serve or serving as a consultant or witness in any legal or administrative proceeding or public hearing.
- Providing services normally furnished by OWNER.

2.2. If the parties agree, ENGINEER shall provide resident Project representation under ENGINEER's supervision which will be paid for by OWNER as indicated in the Letter Agreement and which will be intended to give OWNER further assurance in respect of the finished work of Contractor(s), but will not involve ENGINEER in the construction means, methods, techniques, sequences or procedures or safety precautions or programs nor provide to OWNER any guarantee by ENGINEER of the accuracy, quality or timeliness of Contractor(s) performance.

## SECTION 3—OWNER'S RESPONSIBILITIES

3.1. OWNER shall designate a person to act with authority on his behalf in respect of all aspects of the Project, shall examine and respond promptly to ENGINEER's submissions, and shall give prompt written notice to ENGINEER whenever he observes or otherwise becomes aware of any defect in the Project.

3.2. OWNER shall also do the following and pay all costs incident thereto:

- Furnish to ENGINEER core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys and property descriptions; zoning and deed restrictions; all of which ENGINEER may rely upon in performing his services.
- Guarantee access to and make all provisions for ENGINEER to enter upon public and private property.
- Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, and any auditing service required in respect of Contractor(s) applications for payment.
- Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

3.3. OWNER shall pay all costs incident to obtaining bids or proposals from Contractor(s).

## SECTION 4—MEANING OF TERMS

4.1. As used herein the term "this Agreement" refers to the Letter Agreement to which these General Provisions are attached and these General Provisions, as if they were part of one and the same document.

4.2. The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. When Construction Cost is used as a basis for payment it will be based on one of the following sources with precedence in the order listed:

4.2.1. For completed construction, the total cost of all work performed as designed or specified by ENGINEER.

4.2.2. For work not constructed, the lowest bona fide bid received from a qualified bidder for such work; or if the work is not bid, the lowest bona fide negotiated proposal for such work.

4.2.3. For work for which no such bid or proposal is received, ENGINEER's most recent opinion of probable Project Cost.

Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices except used materials

and equipment will be included as if purchased new for the Project. No deduction is to be made from ENGINEER's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

4.3. The payroll costs used as a basis for payment mean the salaries and wages paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. For the purposes of this Agreement, the principals of ENGINEER and their hourly payroll costs are:

The amount of customary and statutory benefits of all other personnel will be considered equal to \_\_\_\_\_% of salaries and wages.

4.4. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings and Specifications, and similar Project-related items in addition to those required under Section 1; computer time including an appropriate charge for previously established programs; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

## SECTION 5—MISCELLANEOUS

### 5.1. Reuse of Documents.

All documents including Drawings and Specifications furnished by ENGINEER pursuant to this Agreement are instruments of his services in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 5.2. Estimates of Cost.

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or the Construction Costs will not vary from opinions of probable cost prepared by him. If



prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to the Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.2. Engineering services to modify the Contract Documents to bring the Construction Cost within any limitation established by OWNER will be considered Additional Services and paid for as such by OWNER.

### 5.3. Late Payment.

If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day; and in addition ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

### 5.4. Arbitration.

5.4.1. All claims, counter-claims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations stated in paragraphs 5.4.3 and 5.4.4 below. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance therewith as provided below, will be specifically enforceable under the prevailing law of any court having jurisdiction.

5.4.2. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

5.4.3. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$200,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counter-claim, dispute or other matter in question where the

amount in controversy thereof is more than \$200,000 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$200,000 (exclusive of interest and costs).

5.4.4. No arbitration arising out of, or relating to, this Agreement may include, by consolidation, joinder or in any other manner, any additional party not a party to this Agreement.

5.4.5. By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraphs 5.4.3 and 5.4.4 may be waived in whole or in part as to any claim, counter-claim, dispute or other matter specifically described in such consent. No consent to arbitration in respect of a specifically described claim, counter-claim, dispute or other matter in question will constitute consent to arbitrate any other claim, counter-claim, dispute or other matter in question which is not specifically described in such consent or in which the sum or value in controversy exceeds \$200,000 (exclusive of interest and costs) or which is with any party not specifically described therein.

5.4.6. The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.

**EXHIBIT C**

**HOURLY RATES**

## Extra Work

The following hourly rates will be used for billing purposes as part of any extra work authorized by the City. See Section 5 of the Agreement.

<u>Category</u>	<u>Hourly Rate</u>
Principals	\$ 85.00
Senior Designer	\$ 65.00
Staff Designer	\$ 45.00
Technician	\$ 30.00

Travel will be charged at \$0.25 per mile. Other direct costs such as reproduction, surveys, etc. will be billed at actual cost.