

**CITY OF BURLINGTON**  
**PROFESSIONAL SERVICES FIBER EMERGENCY INSTALL**  
**AND REPAIR AGREEMENT**

**THIS AGREEMENT** made and entered into on this 30<sup>th</sup> day of May, 2018 by and between the **CITY OF BURLINGTON**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "**City of Burlington**," and **NWTEL** whose address is 544 S. Spruce St, Burlington WA 98233, hereinafter referred to as the "**Contractor**".

**WHEREAS**, the City of Burlington desires to engage the Contractor to provide the City of Burlington with Fiber Optic Professional Services for help in design, installation, emergency repair and maintenance of its fiber optic infrastructure; and

**WHEREAS**, Contractor represents that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner; and

**WHEREAS**, Contractor represents that it is fully compliant with CJIS security qualifications to perform the work hereunder and that all work and information related to the work performed in this agreement will be treated under a non-disclosure with the City of Burlington.

**NOW, THEREFORE**, the Parties herein do mutually agree as follows:

1. **Engagement of Contractor.** The City of Burlington hereby agrees to engage the Contractor, and the Contractor hereby agrees to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City of Burlington, the Contractor shall not perform any services that are in addition to or beyond the scope of the Work. If the Contractor's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Contractor expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City of Burlington and Contractor. If the Work includes the design of a public work or improvement, in whole or in part, Contractor's design shall be reasonably accurate, adequate and suitable for its intended purpose.

2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City of Burlington for all purposes, whether the project for which they are made is executed or not, and may be used by the City of

Burlington for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Burlington, belong to the City of Burlington. Contractor retains any intellectual property rights in documents and intangible property created by Contractor prior to engagement, or not created by Contractor for its performance of this Agreement.

3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by **31<sup>st</sup> day of December, 2018**, with an automatic annual renewal at the discretion of the City, unless notified pursuant to Section 7 (“Termination of Contract”) of this Agreement. Contractor shall have the right to change the hourly rates charged under this agreement, upon renewal by the City, so that such rates are consistent with prevailing wages and existing union wages.

4. **Compensation.**

A. The City of Burlington shall pay the Contractor prevailing wages only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Contractor shall be paid such amounts and in such manner as described in “Exhibit B”.

C. Contractor may receive payment as reimbursement for Reimbursable Expenses actually incurred. “Reimbursable Expenses” means those types and amounts of expenses either listed in “Exhibit C” or such expenses as are approved for reimbursement by the City of Burlington in writing prior to the expense being incurred. If “Exhibit C” is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City of Burlington. An expense shall not be reimbursed if: (1) the expense is not identified in “Exhibit C”; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in “Exhibit C”; or (3) the expense was not approved in writing by an authorized City of Burlington representative prior to the Contractor incurring the expense.

D. Compensation, including all emergency repair services and expenses are attached as Exhibit “B”.

E. If Contractor fails or refuses to correct its Work when so directed by the City of Burlington, the City of Burlington may withhold payment otherwise due an amount that the City of Burlington in good faith believes is equal to the cost to the City of Burlington of correcting, re-procuring, or remedying any damage caused by Contractor’s conduct.

F. The Contractor is responsible for paying prevailing wages to anyone sub-employed by the said Contractor.

G. The Contractor is to only work on the City Fiber System on behalf of the City and is to notify the City of work prior to engaging emergency fiber repair or installation work.

5. **Method of Payment.**

A. To obtain payment, the Contractor shall (a) file its request for payment, accompanied by evidence satisfactory to the City of Burlington justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) provide professional drawings and related documentation of all adds, changes, modifications and related fiber cable numbers and identifiers; (d) to the extent reimbursement of Reimbursable Expenses is sought, submit itemization of such expenses and, , copies of receipts and invoices; and (e) comply with all applicable provisions of this Agreement. Contractor shall be paid no more often than once every thirty (30) days.

B. All requests for payment should be sent to:

City of Burlington  
Attn: IT department  
833 South Spruce St  
Burlington, WA 98233

6. **Submission of Reports and Other Documents.** The Contractor shall submit all reports and other documents as and when specified in “Exhibit A”. Said information shall be subject to review by the City of Burlington, and if found to be unacceptable, Contractor shall correct and deliver to the City of Burlington any deficient Work at Contractor’s expense within a reasonable period of time. Contractor shall abide by the City of Burlington’s determinations concerning acceptability of Work.

7. **Termination of Contract.** The City of Burlington reserves the right to terminate this Agreement at any time by sending written notice of termination to Contractor (“Notice”). The Notice shall specify a termination date (“Termination Date”) at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective (“Notice Date”) upon the earlier of either actual receipt by Contractor (whether by fax, mail, delivery or other method reasonably calculated to be received by Contractor in a reasonably prompt manner) or three (3) calendar days after issuance of the Notice. Upon the Notice Date, Contractor shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Contractor’s material breach, the Contractor shall be paid or reimbursed for: (a) all hours worked and Reimbursable Expenses incurred up to the Notice Date (with conditions met as outlined above), less all payments previously made; and (b) those hours worked and Reimbursable Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The Notice shall be sent by United States Mail to Contractor’s address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, the Notice may also be sent by any other method reasonably believed to provide Contractor actual notice

in a timely manner, such as fax. The City of Burlington does not waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City of Burlington may deduct from the final payment due the Contractor (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City of Burlington may, from time to time, unilaterally change the scope of the Work of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the scope of Work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City of Burlington representative, (b) be explicitly identified as a Change Order and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Contractor shall not sublet or assign any of the Work without prior written consent of the City of Burlington.

10. **Indemnification.** Except as otherwise provided in this paragraph, the Contractor hereby agrees to defend and indemnify the City of Burlington from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Contractor (or its employees, agents, representatives subcontractors/subconsultants) relating to this Agreement. The Contractor is obligated to defend and indemnify the City of Burlington pursuant to this paragraph whether a Claim is asserted directly against the City of Burlington, or whether it is asserted indirectly against the City of Burlington, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City of Burlington. The Contractor's duty to defend and indemnify pursuant to this paragraph is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Contractor. The Contractor shall not indemnify the City of Burlington for Claims caused solely by the negligence of the City of Burlington. If (1) RCW 4.24.115 applies to a particular Claim, and (2) the bodily injury or damage to property for which the Contractor is to indemnify the City of Burlington is caused by or results from the concurrent negligence of (a) the Contractor, its employees, subcontractors/subconsultants or agents and (b) the City of Burlington, then the Contractor's duty to indemnify shall be valid and enforceable only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City of Burlington, the Contractor specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Contractor recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this paragraph: (1) "City of Burlington" includes the City of Burlington's officers, employees, agents, volunteers and representatives and (2) "Claims" include, but is not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Contractor employs or engages subconsultants or subcontractors, then Contractor shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to

defend and indemnify the City of Burlington to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph.

11. **Insurance.**

A. Contractor shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City of Burlington.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City of Burlington authorizes sublet work, the Contractor shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Contractor covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claim made basis. If both parties agree that the Work does not warrant Contractor providing Professional Errors and Omissions Insurance, this paragraph may be stricken and initialed by both parties.

B. The above liability policies shall contain a provision that the policy shall not be canceled or materially changed without thirty (30) days prior written notice to the City of Burlington. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City of Burlington, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Contractor performing any Work, Contractor shall provide the City of Burlington with a Certificate of Insurance acceptable to the City of Burlington Attorney evidencing the required insurance. Contractor shall also provide the City of Burlington with either (1) a true copy of an endorsement naming the City of Burlington, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of Burlington of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirements.

E. If the policy listed in paragraph 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claim made policy form shall not be less than thirty six (36) months following expiration of the policy. (This paragraph shall not apply if paragraph 11.A.4. above is stricken.)

F. Contractor certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Contractor shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Contractor shall provide the City of Burlington with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section, the City of Burlington may, at its option and with no obligation to do so, provide and maintain at the expense of Contractor, such types of insurance in the name of the Contractor, and with such insurers, as the City of Burlington may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement or may demand Contractor to promptly reimburse the City of Burlington for such cost.

## 12. **Independent Contractor.**

A. It is further agreed by and between the Parties that because this Agreement shall not constitute nor create an employer-employee relationship, and since the Contractor is an independent contractor, Contractor shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so called employer taxes and contributions, including, but not limited to, industrial insurance (Workmen's Compensation), and that the Contractor agrees to indemnify,

defend and hold the City of Burlington harmless from any claims, valid or otherwise, made to the City of Burlington, because of these obligations.

B. Any and all employees of the Contractor, while engaged in the performance of any Work, shall be considered employees of only the Contractor and not employees of the City of Burlington. The Contractor shall be solely liable for any and all claims that may arise under the Worker's Compensation Act on behalf of said employees or Contractor, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the Work

C. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City of Burlington free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

D. Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, City of Burlington business and occupation taxes), fees, licenses, excises or payments required by any City of Burlington, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the Work and Contractor shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

E. Contractor shall insure that any subcontractor or subconsultant complies with all applicable terms of this Agreement including insurance and labor practices.

**13. Employment.** The Contractor warrants that he/she had not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City of Burlington shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**14. Audits and Inspections.** At any time during normal business hours and as often as the City of Burlington may deem necessary, the Contractor shall make available to the City of Burlington for the City of Burlington's examination all of the Contractor's records and documents with respect to all

matters covered by this Agreement and, furthermore, the Contractor will permit the City of Burlington to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. **City of Burlington Business License.** Contractor agrees to obtain a City of Burlington business license prior to performing any work pursuant to this Agreement.

16. **State of Washington Requirements.** Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. **Compliance with Federal, State and Local Laws.** Contractor shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

18. **Compliance with Grant Terms and Conditions.** Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Contractor's work hereunder.

19. **Waiver.** Any waiver by the Contractor or the City of Burlington or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

20. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the Parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

21. **Modification of Agreement.** This Agreement may be modified as provided in Section 8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City of Burlington and the Contractor.

22. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

23. **Notices.**

A. Notices to the City of Burlington shall be sent to the following address:

City of Burlington  
IT Department  
833 South Spruce St  
Burlington, WA 98233

B. Notices to the Contractor shall be sent to the following address:

NWTEL  
2114 Riverside Drive, Suite 204  
Mount Vernon WA 98273

24. **Venue**. It is agreed that venue for any lawsuit arising out of this Agreement shall be Skagit County, Washington.

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

| <i>CONTRACTOR: Please fill in the spaces and sign in the box appropriate for your business entity.</i>                   |  |
|--|--|
| <p><b>CITY OF BURLINGTON</b><br/><b>WASHINGTON</b></p> <p>By: _____<br/>Steve Sexton, Mayor</p> <p>_____</p> <p>Date</p> | <p><b>Corporation</b>      <b>NWTEL</b></p> <p>By _____</p> <p>Typed/Printed Name: Tim Absten_____</p> <p>Its _Owner_____</p> <p>Date: _____</p>   |
| <p>ATTEST:</p> <p>_____</p> <p>Renee Sinclair<br/>Budget and Accounting Director</p> <p>Date: _____</p>                  | <p><b>Partnership</b><br/><b>(general)</b>      _____</p> <p>[Contractor's Complete Legal Name]</p> <p>a Washington general partnership</p> <p>By _____</p> <p>Typed/Printed Name: _____</p> <p>General Partner</p> <p>Date: _____</p> |
| <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Leif Johnson, Attorney</p> <p>Date: _____</p>                                | <p><b>Partnership</b><br/><b>(limited)</b>      _____</p> <p>[Contractor's Complete Legal Name]</p> <p>a Washington limited partnership</p> <p>By _____</p> <p>Typed/Printed Name: _____</p>   |

|  |  |
|--|--|
|  | <p>General Partner</p> <p>Date: _____</p>  |
| <p>APPROVED AS TO FORM:</p><br><br><br><p>Marv Pulst, Public Works Director</p> <p>Date: _____</p> | <p><i>Sole<br/>proprietorship</i></p> <p>_____</p> <p>Typed/Printed Name: _____</p> <p>Sole proprietor</p> <p>Date: _____</p>                        |
|  | <p><i>Limited<br/>Liability<br/>Company</i></p> <p>_____</p> <p>[Contractor's Complete Legal Name]</p> <p>a Washington limited liability company</p> |

## **“EXHIBIT A”**

### **SCOPE OF WORK**

#### **WORK TO BE PERFORMED**

This Scope of Work (SOW) describes the type of work to be performed by the Contractor to assist the City of Burlington for the support, design, installation and maintenance of Fiber optic infrastructure.

#### **Fiber Optic Installation, Maintenance, Emergency Repair and Design:**

Design – Help with job costing and design.

Installation – Including Aerial, underground trenching and micro trenching, permits, pole surveys, pole make ready, conduit installations, micro trenching, splicing, fiber labeling, fiber tags and provide professional documentation, drawings etc.

Maintenance and Repair – Fiber maintenance includes repairs of fiber in conduit, repair of fiber on poles, including pole transfers, including 24 hours-per-day availability for emergency on-call repair, relashing, repairing any outside fiber plant related issues, relocate or repair fiber as is needed.

As-needed capability to provide design, installation, integration, maintenance and job costing services for fiber optic communication infrastructure applications.

Ability to work with The City of Burlington Information Technology Manager or Public Works designated staff on all jobs and provides timely job estimates and scheduled install dates.

Ability to work with The City of Burlington IT and/or Public Works staff on 7x24 emergency callout situations.

Maintain proper license, bond and insurance as an independent contractor.

Maintain strong relationships with all other City of Burlington utilities and City of Burlington business partners.

Able to meet CJIS requirements.

Ability to work with NJUNS to comply with make ready, pole permits, pole surveys, pole transfers and maintenance.

Must be listed and current on the State MRSC small works roster.

Able to work independently and on-call 24 hours-per-day as needed.

Able to provide costs based on time and material.

#### **FIBER SPLICING:**

Have the capability to provide single and mass splicing using both mechanical and fusion splicing techniques.

Able to perform all splices within a controlled environment whenever possible.

Have the capability to perform adequate emergency response repairs and hot cuts.

Able to provide splicing documentation for all jobs, including a splice log, to identify fiber number, fiber color, buffer tube color and location.

Able to provide fiber splicing capabilities including:

## “EXHIBIT A”

### SCOPE OF WORK

- Maintenance/Emergency Restoration
- Single Fusion and Mass Splicing
- Active (Hot) Fiber Rollovers
- Mid-Sheath splicing
- Ring Cuts

### FIBER TERMINATION / MAINTENANCE

Able to provide comprehensive testing and documentation services and provide test results in both printed and digital format.

Able to provide splicing capabilities including:

- Termination (SC, LC, UPC and APC, Unicam Connectors and Pigtails)
- Complete Testing Services
- Documentation
- End to End testing
- Reel testing
- Splice Loss
- OTDR
- Power Meter/Laser Source
- GPON
- Fiber footage or meter counts
- CWDM and DWDM
- Test for live fiber

#### **Cost Estimate:**

Professional services described in this scope of work are based on time and material along with the estimated labor hours and expense allowances allocated. Services will be provided as requested by the City of Burlington, to the extent allowed by the allocated budget. If additional professional services or levels of effort in excess of the labor hours and expenses allocated in the associated fee estimates services are required, changes to the scope of work and budget may be required, as determined by the contractor and the City of Burlington.

**“EXHIBIT B”**

COMPENSATION

ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]

The City of Burlington shall pay the Contractor a sum equal to the amount of hours actually worked identified by the rate herein for performing the Work, subject to the maximum stated in 4(D) of this Agreement. Please provide a rate schedule that includes rates for installing fiber for both aerial and underground, splicing, termination, pole surveys, pole make ready, pole transfers, and misc. maintenance.

| <b>Name</b>   | <b>Duties/Responsibility</b>   | <b>Rates</b>   |
|---|--|--|
| Outside plant<br>PM/Design/Repair                     | Maintenance, Design,<br>Splicing, Installation and<br>Repair, pole surveys, pole<br>make ready, pole transfers,<br>all Aerial and<br>underground, including all<br>equipment | \$95.00/HR M-F 8am - 5pm<br>\$135.00/HR M-F 5pm – 11pm<br>\$185.00/HR M-F 11pm – 8am |
| Outside plant<br>PM//Repair<br>Weekends &<br>holidays | Maintenance, Splicing,<br>Installation & Repair<br>Aerial and underground<br>including all equipment   | \$185.00/HR Sat -Sunday<br>\$185.00/HR Holidays                                      |
| On call retainage<br>fee                              | 2-4hr response on callouts<br>for emergency repair   | \$100.00/month   |
|   |  |  |
|   |  |  |
|   |  |  |

\*City is compensating Contractor \$100/month for On Call retainage, therefore there will be no additional compensation for any minimum hours.

Response time to City’s request for emergency repair call out will be no more than two (2) hours from the time the call was initiated.

**“EXHIBIT C”**

**REIMBURSABLE EXPENSES**

| <b>Type of Expense</b>     | <b>Maximum Per Item</b> |  |  |
|----------------------------|-------------------------|--|--|
| Bucket Truck               | \$400 /Full Day rate    |  |  |
| Bucket Truck               | \$200 ½ Day rate        |  |  |
| Bucket Truck               | \$50 hourly rate        |  |  |
| Misc. Materials            | Cost + 15%              |  |  |
| Rental Equipment if needed | Cost + 15%              |  |  |
|                            |                         |  |  |
|                            |                         |  |  |