

This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 4, 2019.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT  
Amendment No. 1**

The Effective Date of this Amendment is: August 26, 2021.

Background Data

Effective Date of Owner-Engineer Agreement: February 4, 2019

Owner: TRSD

Engineer: PACE

Project: TRSD Wastewater Collection & Treatment System – Phase II of III

**Nature of Amendment:**

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

**Description of Modifications:**

*This amendment will:*

1. *Amend the February 4, 2019 to modify terms, time for rendering service and conditions of the contract including, but not limited to the following:*
  - a. *Additional time to provide report due to project delays by Owner*
  - b. *Reallocation of costs to several tasks and additional cost for Environmental Assessment due to addition of scope (more detail below).*
  - c. *Modification of Engineer's Hourly Rates and Expenses*

## AMENDMENT 1 - APPENDIX 1

The "Project" shall be defined as the TRSD Phase II & III Wastewater Collection and Treatment System ("Project").

---

The Engineer's services under the Agreement shall be generally identified as follows:

**Planning and design for the TRSD Phase II & III Wastewater Collection and Treatment System outlined in the United States Department of Agriculture – Rural Development (USDA-RD) Preliminary Engineering Report (PER) dated April 2018.**

---

The following provisions of the February 4, 2019 Agreement are amended in their entirety to provide as set forth below. Additional provisions added below shall be considered as amendments to the February 4, 2019 Agreement.

### ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

#### 3.01 *Time for Completion*

- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as ~~duly~~ adjusted pursuant to Section 3.02(c), if applicable, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### ARTICLE 4 -- INVOICES AND PAYMENTS

#### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoices must include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### 4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* **Subject to the provisions of Exhibit C, Section C.202(A)(2) relating to deferred payments,** if Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and

other related charges. ~~Owner waives any and all claims against Engineer for any such suspension.~~

## ARTICLE 5 - OPINIONS OF COST

### 5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. **Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

### 5.02 Designing to Construction Cost Limit

- A. **[Deleted]**

### 5.03 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. ~~Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.~~ **Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

## ARTICLE 6 - GENERAL CONSIDERATIONS

### 6.01 Standards of Performance

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ~~Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.~~
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to ~~reasonable, timely, and substantive objections by Owner.~~ **notice to Owner and Owner's right to make reasonable, timely and substantive objections.** In addition, any retention of a Consultant not

specifically contemplated under this Agreement shall require Owner's prior written consent.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor. **Engineer shall monitor the work of the Constructor for adherence to the engineered plans, address any lack of compliance with the Constructor directly, and advise Owner of any such non-compliance so that Owner can, if necessary, assert any applicable contractual remedies as to the Constructor.**

#### 6.02 Design Without Construction Phase Services

[Delete]

#### 6.06 Suspension and Termination

- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

- b. by Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

- 3) ~~Engineer shall have no liability to Owner on account of such termination.~~

- D. Payments Upon Termination:

- 1. In the event of any termination **pursuant to Section 6.06, the parties shall reserve and retain all rights relating to claimed payments due for engineering services provided up to and until the effective date of the termination.** ~~under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have~~

the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. [Delete]

**ARTICLE 7 – DEFINITIONS**

7.01 *Defined Terms*

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

**ARTICLE 8 -- EXHIBITS AND SPECIAL PROVISIONS**

8.01 *Exhibits Included:*

- B. Exhibit A, Engineer's Services.
- C. Exhibit B, Owner's Responsibilities.
- D. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- E. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **[Not Used]**
- F. Exhibit E, Notice of Acceptability of Work.
- G. Exhibit F, Construction Cost Limit. **[Not Used]**
- H. Exhibit G, Insurance.
- I. Exhibit H, Dispute Resolution.
- J. Exhibit I, Limitations of Liability.
- K. Exhibit J, Special Provisions. **[Not Used]**
- L. Exhibit K, Amendment to Owner-Engineer Agreement.
- M. **Exhibit L, Engineer's Authorization to Proceed**

8.05 *Federal Requirements*

[Deleted]

## Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### A1.01 *Study and Report Phase*

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
  - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions:
    - i. **No Action**
    - ii. **TRSD WRF Phase II and III**
    - iii. **TRSD Collection System Expansion Phase II & III**
    - iv. **TRSD Flows to neighboring City of Globe or Town of Miami**
  - b. **In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project.**
  
15. Furnish **(three (3) hard copies and one (1) electronic copy)** of the Report and any other Study and Report Phase deliverables to Owner within **three (3) days years** of the Effective Date and review it with Owner. Within **sixty (60) days** of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

## **Owner's Responsibilities**

---

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense **take the following actions, all with the guidance and professional assistance of Engineer:**

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, ~~2013~~ **2018** Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. ~~Utility and topographic mapping and surveys.~~

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
7. Data or consultations as **reasonably** required for the Project but not otherwise identified in this Agreement.

**B2.02 Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:**

- A. Sign loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.
- B. Sign change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledge responsibility for compliance with American Iron and Steel requirements.
- C. Obtain the certification letters from the Engineer upon Substantial Completion of the project and maintain this documentation for the life of the loan.
- D. Where the Owner directly procures American Iron and Steel products,
  1. Include American Iron and Steel clauses in the procurement contracts;
  2. Obtain Manufacturers' Certifications; and
  3. Provide copies to Engineers and Contractors.



This is **EXHIBIT C**, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated **February 04, 2019**.

## Payments to Engineer for Services

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

### **ARTICLE 2 – OWNER’S RESPONSIBILITIES**

#### **C2.01 Compensation for Basic Services ~~(other than Resident Project Representative)~~ – Lump Sum Method of Payment**

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of **\$189,093** based on the following estimated distribution of compensation (**a detailed labor breakdown has been included**):
    - a. Study and Report Phase \$189,093
  2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner **and Agency**.
  3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
    - a. **Where efforts and/or Engineer’s Consultant budgets are unknown at the effective date of this contract, a budget allowance has been provided and indicated within Exhibit A Engineer’s Services and in the included Labor Breakdown.**
      - 1) **Engineer’s allowance tasks and/or subtasks will be billed by hours expended.**
      - 2) **For any Engineer’s Consultant work required, a detailed proposal from the Consultant will be obtained and reviewed by TRSD & Agency for approval/concurrence prior to use of the allowance budget. The budget billed by the Engineer will be cost plus 10%.**
  4. **[Deleted]**
  5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- A. *Period of Service:* The compensation amount stipulated above ~~in Compensation Packet BC-1~~ is conditioned on a period of service not exceeding **thirty-six (36)** months. If such period of service is extended, the compensation amount for Engineer’s services shall be appropriately adjusted **with concurrence of the Owner and Agency**.

C2.02 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
2. **The Standard Hourly Rates Schedule will be adjusted annually (as of January 1, 2021) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency in writing.**

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1, 2021**) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency in writing.**

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer **at cost plus 10%**.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at **no** cost.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **February 04, 2019**.

## Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

	Units	Cost
<u>Travel</u>		
Mileage (Per Mile)	Mile	\$0.56
Airfare, Auto Rental, Hotel		At Cost
Misc. Travel (Parking, tax, tolls, meals, etc.)		At Cost
Per Diem (Contract Rate)	DAY	Contract Rate
<u>Outside Reproduction</u>		
		At Cost
<u>Shipping (FedEx, UPS, Courier, etc.)</u>		
		At Cost
<u>Misc. (Review Fees, Specific Charges)</u>		
		At Cost
<u>Reproduction (In-House)</u>		
Sheet Bond - B/W Prints and Copies – All sizes (8 ½ x 11 to 12 x18)	SF	\$0.16
Sheet - Color Prints and Copies – All sizes	SF	\$1.20
Sheet - Glossy Color Print/Photo – All sizes	SF	\$2.60
Roll - Plots and Copies (Roll Paper)		
- Bond (B/W)	SF	\$0.88
- Bond (Color)	SF	\$1.56
Roll - Vellum or Mylar Plots	SF	\$2.60
Roll - Glossy Color Plot Exhibits (Roll Paper)	SF	\$3.12
Report 3-Ring Binders		
≤ 1.5"	EA	\$10.40
1.5" to 3"	EA	\$15.60
> 3"	EA	\$26.00
Coil or GBC Punch Binding	EA	\$1.04

This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **February 04, 2019**.

## **Standard Hourly Rates Schedule**

---

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Principal	\$255
Sr. Project Manager / Sr. Consulting Engineer	\$225
Sr. Electrical Engineer / Sr. GIS Analyst	\$215
Project Manager / Consulting Engineer / Sr. I&C Specialist	\$210
Sr. Project Engineer / Sr. Design Engineer	\$185
Instrumentation & Controls Specialist	\$155
Project Engineer / Design Engineer II	\$160
Sr. CAD Designer	\$140
Design Engineer	\$130
Graphic Designer	\$110
CAD Designer / GIS Analyst	\$110
Project Coordinator	\$95
Administrative Support	\$85
Assistant Designer	\$80
G.P.S. Survey Unit (w/ Operator)	\$240
Expert Witness / Legal Consultation	\$350 + Exp.

**Insurance**

---

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

C. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Bodily injury, each accident: **\$1,000,000**
  - 2) Bodily injury by disease, each employee: **\$1,000,000**
  - 3) Bodily injury/disease, aggregate: **\$1,000,000**
- c. General Liability --
  - 1) Each Occurrence  
(Bodily Injury and Property Damage): **\$1,000,000**
  - 2) General Aggregate: **\$2,000,000**
- d. Excess or Umbrella Liability --
  - 1) Per Occurrence: **\$5,000,000**
  - 2) General Aggregate: **\$5,000,000**
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):  
**\$1,000,000**
- f. Professional Liability --
  - 1) Each Claim Made **\$3,000,000**
  - 2) Annual Aggregate **\$6,000,000**

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
  - 1) Bodily injury, Each Accident **\$1,000,000**
  - 2) Bodily injury by Disease, Each Employee **\$1,000,000**
  - 3) Bodily injury/Disease, Aggregate **\$1,000,000**

- c. General Liability --
  - 1) General Aggregate: \$1,000,000
  - 2) Each Occurrence  
(Bodily Injury and Property Damage): \$2,000,000
  
- d. Excess Umbrella Liability
  - 1) Per Occurrence: \$5,000,000
  - 2) General Aggregate: \$5,000,000
  
- e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):  
\$1,000,000

D. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner’s general liability policies of insurance as additional insureds:
  - a. Pacific Advanced Civil Engineering, Inc. (PACE)  
Engineer
  
  - b. Dibble & Associates Consulting Engineering, Inc.  
Engineer’s Consultant
  
  - c. Western Technologies, Inc.  
Engineer’s Consultant
  
  - d. Logan Simpson Design, Inc.  
Engineer’s Consultant
  
  - e. PK Associates, LLC  
Engineer’s Consultant
  
  - f. Matrix New World Engineering, Inc.  
Engineer’s Consultant
  
  - g. Square [1] Design Group  
Engineer’s Consultant
  
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner’s general liability policies of insurance.
  
3. The Owner shall be listed on Engineer’s general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **February 04, 2019**.

## **Dispute Resolution**

---

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

### H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by **Skelly, Oberbillig & Phillips, LLC**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.



## Limitations of Liability

---

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services, or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not **be subject to a contractual limitation.**

A. *Indemnification by Owner*

1. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, ~~and damages,~~ **and judgements** (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, **and** employees, ~~consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~



**2021 HOURLY LABOR RATES**

Principal	\$255
Sr. Project Manager / Sr. Consulting Engineer	\$225
Sr. Electrical Engineer / Sr. GIS Analyst	\$215
Project Manager / Consulting Engineer / Sr. I&C Specialist	\$210
Sr. Project Engineer / Sr. Design Engineer	\$185
Instrumentation & Controls Specialist	\$155
Project Engineer / Design Engineer II	\$160
Sr. CAD Designer	\$140
Design Engineer	\$130
Graphic Designer	\$110
CAD Designer / GIS Analyst	\$110
Project Coordinator	\$95
Administrative Support	\$85
Assistant Designer	\$80
G.P.S. Survey Unit (w/ Operator)	\$240
Expert Witness / Legal Consultation	\$350 + Exp.

**REIMBURSABLE EXPENSE RATES\***

	Units	Cost
<b>Travel</b>		
Mileage (Per Mile)	Mile	\$0.56
Airfare, Auto Rental, Hotel		At Cost
Misc. Travel (Parking, tax, tolls, meals, etc.)		At Cost
Per Diem (Contract Rate)	DAY	Contract Rate
<b>Outside Reproduction</b>		
		At Cost
<b>Shipping (FedEx, UPS, Courier, etc.)</b>		
		At Cost
<b>Misc. (Review Fees, Specific Charges)</b>		
		At Cost
<b>Reproduction (In-House)</b>		
Sheet Bond - B/W Prints and Copies – All sizes (8 ½ x 11 to 12 x18)	SF	\$0.16
Sheet - Color Prints and Copies – All sizes	SF	\$1.20
Sheet - Glossy Color Print/Photo – All sizes	SF	\$2.60
Roll - Plots and Copies (Roll Paper)		
- Bond (B/W)	SF	\$0.88
- Bond (Color)	SF	\$1.56
Roll - Vellum or Mylar Plots	SF	\$2.60
Roll - Glossy Color Plot Exhibits (Roll Paper)	SF	\$3.12
Report 3-Ring Binders		
< 1.5"	EA	\$10.40
1.5" to 3"	EA	\$15.60
> 3"	EA	\$26.00
Coil or GBC Punch Binding	EA	\$1.04

\*Note: All reimbursable expenses will be invoiced at the above rates + 10%



2. **Modify the services of engineer to include Phase III of the project in the same Preliminary Engineering Report (PER) being prepared for Phase II.**

**Additional scope is being added:**

Modify A1.01.A.1.a. as follows to include solution evaluation for TRSD Wastewater Collection and Treatment Phase III that will be added to the Report described in A1.01.A.14.f. and the Environmental Assessment described in A1.01.A.14.g.

- 1) Phase II
  - 2) Phase III
3. The sections to be amended in the February 4, 2019 Agreement are itemized in Appendix 1 to this document

**Agreement Summary:**

Original agreement amount:	\$ 156,157.00
Net change for prior amendments:	\$ 0.00
This amendment amount:	\$ 32,936.00
Adjusted Agreement amount:	\$ 189,093.00

**A new labor breakdown showing additional/reallocated costs is included for reference. Also included is an Hourly Rate & Reimbursable Expense Schedule.**

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: RB  
Print name: Robert B Jacques  
Title: President  
Date Signed: 08.26.21

By: M. G. Krebs  
Print name: Michael G. Krebs  
Title: VP Environmental Water  
Date Signed: 8/26/21