This is **EXHIBIT** C, consisting of <u>4</u> pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 21, 2015.

Payments to Engineer for Services and Reimbursable Expenses

COMPENSATION PACKET RPR-2: Resident Project Representative – Standard Hourly Rates

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

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. Resident Project Representative Services: For services of Engineer's Resident Project Representative under Paragraph A1.05A of Exhibit A, 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 Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this Paragraph is estimated to be \$\frac{127,518}{200}\$ based upon full-time RPR services on a nine -hour workday, Monday through Friday, over a \$\frac{70}{200}\$ working day (to substantial completion) construction schedule.

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 Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
- 2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; ; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. 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 those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.10.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of ___) to reflect equitable changes in the compensation payable to Engineer.

C. Other Provisions Concerning Payment Under this Paragraph C2.04:

- 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 times a factor of 1.10.
- 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. Estimated Compensation Amounts:

- a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
- b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- 4. 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 cost.

COMPENSATION PACKET AS-1: Additional Services – Standard Hourly Rates

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

C2.05 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.

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 following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. 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 1.10.
- 4. The Reimbursable Expenses Schedule will be adjusted annually (as of ____) to reflect equitable changes in the compensation payable to Engineer.

C. Other Provisions Concerning Payment For Additional Services:

 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 times a factor of <u>1.10</u>.

2.	Factors: The external Reimbursable Expenses and Engineer's Consultant's Factors include								lude	
	Engineer's administrati					with	Engineer's	responsibility	for	the
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3.	To the	extent	necessary	to verify	Engineer's	charges	and	upon	Owner's	timely	request.
	Engine	er shall	make copi	es of such	records ava	ilable to	Own	er at c	ost.		

This is **Appendix 1 to EXHIBIT** C, consisting of <u>1</u> pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated <u>April 21</u>, <u>2015</u>.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

LABORATORY TESTING FEES	
Moisture Content of Soil / Aggregate	\$ 30.00
Sieve Analysis: Standard Sizes thru #200	\$ 75.00
Moisture/Density Relations (Proctor):	
Standard ASTM D-698	\$150.00
Modified, ASTM D-1557, 4"	\$150.00
Modified, ASTM D-1557, 6"	\$150.00
Check Point	\$ 50.00
Compressive Strength of Concrete Cylinder	\$ 15.00
Bitumen Content of Asphalt	\$ 85.00
Flow and Stability (Marshall Method)	\$ 90.00
Unit Weight (Marshall Method)	\$ 50.00
Theoretical Maximun Spec. Gravity (Rice)	\$ 75.00
CBR	\$300.00
Atterberg Limit	\$ 85.00
Insitu Density and Moisture Content	\$ 30.00

Other Laboratory Tests are available and will be quoted upon request.

CHARGEABLE EXPENSES

Global Positioning System (GPS)	\$ 55.00 per hour
Digital Camera	\$ 10.00 per week
Cellular Phone	\$ 10.00 per week/per phone
Vehicle Mileage	\$ 0.85 per mile
ATV / Snowmobile	\$ 100.00 per day
Copies	\$ 0.20 per copy
Color Copies	\$ 0.57 per copy
Mylar Prints	\$ 4.00 per lineal ft.
Wide Format Copies	\$ 3.00 per copy/\$0.50 sft
Foam Presentation Boards	\$ 6.00 per board
Rebar with Cap Monuments	\$ 5.00 each
Brass Cap Monuments	\$ 20.00 each
Metal Fence Posts	\$ 10.00 each
Nuclear Densometer	\$ 20.00 per day
Reimbursables at invoice plus 10%	F

This is Appendix 2 to EXHIBIT C, consisting of <u>1</u> pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated <u>April 21</u>, 2015.

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:

HOURLY RATES:

Project Manager-Professional Engineer 1	\$150.00
Project Manager-Professional Engineer 2	\$145.00
Professional Land Surveyor	\$135.00
Project Manager - Designer	\$125.00
Project Engineer	\$105.00
Engineering Intern	\$ 65.00
Surveying Intern	\$ 95.00
Geotechnical Manager	\$ 80.00
Engineering Tech	\$ 90.00
Engineering Tech (Summer Intern)	\$ 50.00
Surveying Tech	\$ 70.00
Bookeeper-Admin Asst.	\$ 65.00
Receptionist Office Asst.	\$ 60.00
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