

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 6, 2016.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

I. By Engineer:

a. Workers' Compensation:

Statutory

~~b. Employer's Liability --~~

1) Each Accident:	\$ <u>1,000,000</u>
2) Disease, Policy Limit:	\$ <u>1,000,000</u>
3) Disease, Each Employee:	\$ <u>1,000,000</u>

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage):	\$ <u>1,000,000</u>
2) General Aggregate:	\$ <u>2,000,000</u>

d. Excess or Umbrella Liability --

1) Each Occurrence:	\$ <u>1,000,000</u>
2) General Aggregate:	\$ <u>1,000,000</u>

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

Each Accident	\$ <u>1,000,000</u>
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f. Professional Liability --

1) Each Claim Made	\$ <u>1,000,000</u>
2) Annual Aggregate	\$ <u>1,000,000</u>

2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

3. By Owner:

a. Workers' Compensation:

Statutory

~~b. Employer's Liability --~~

~~1) Each Accident \$ _____~~
~~2) Disease, Policy Limit \$ _____~~
~~3) Disease, Each Employee \$ _____~~

c. General Liability --

1) General Aggregate: \$2,000,000
2) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

d. Excess Umbrella Liability --

1) Each Occurrence: \$1,000,000
2) General Aggregate: \$1,000,000

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

Each Accident: \$1,000,000

f. Other (specify):

\$5,000,000

B. *Additional Insureds:*

1. ~~The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:~~

a. _____
Engineer

b. _____
Engineer's Consultant

c. _____
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 and property policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 6, 2016.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and 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 the American Arbitration Association. 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.