

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 9-19-2017.

#### **Payments to Engineer for Services and Reimbursable Expenses**

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Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

#### **ARTICLE 4 – INVOICES AND PAYMENTS**

##### *C4.01 Compensation For Basic Services – Standard Hourly Rates Plus Reimbursable Expenses 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 and Post-Construction Phase services, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
  2. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
  3. The total compensation for services under Paragraph C4.01 is estimated to be \$94,256.00 based on the following assumed distribution of compensation:
    - a. Project Management \$ 10,760.00
    - b. Preliminary Design Phase \$ 54,446.00
    - c. Final Design Phase \$ 21,780.00
    - d. Bidding or Negotiating Phase \$ 7,270.00
    - e. Construction Phase \$
  4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C4.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultant's charges.
6. The amounts billed for Engineer's services under Paragraph C4.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges.

*C4.02 Compensation For Resident Project Representative and Post-Construction Basic Services*

*A. Owner shall pay Engineer for Resident Project Representative and Post-Construction Basic Services as follows:*

1. *Resident Project Representative Services.* For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, an amount based on the following method of payment:
  - a. *Lump Sum.* A Lump Sum fee amount of \$\_\_\_\_\_. The Lump Sum includes compensation for the Resident Project Representative's services, and for the services of any direct assistants to the Resident Project Representative. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Resident Project Representative's Services.
  - b. *Hourly Rate Plus Reimbursable Expenses.* Hourly rates for the Resident Project Representative and direct assistants as specified in Appendix 2 plus Reimbursable Expenses.
  - c. *Direct Labor Costs Plus Reimbursable Expenses.* An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus Reimbursable Expenses.
  - d. *Direct Labor Costs Plus a Fixed Fee Plus Reimbursable Expenses.* An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus a fixed fee of \$\_\_\_\_\_ plus Reimbursable Expenses.

The total compensation under this paragraph is estimated to be \$\_\_\_\_\_.  
 \_\_\_\_\_. The total compensation under this paragraph is included within the total compensation for the Construction Phase as identified in C4.01.A.3.e.

2. *Post-Construction Phase Services.* For Post-Construction Phase Services under Paragraph A1.06 of Exhibit A, an amount based on the following method of payment:

- a. ~~Lump Sum.~~ A Lump Sum fee amount of \$ \_\_\_\_\_. The Lump Sum includes compensation for Engineer's post construction services and such services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to Post Construction Phase Services.
- b. ~~Hourly Rate Plus Reimbursable Expenses.~~ Hourly rates as specified in Appendix 2 plus Reimbursable Expenses.
- c. ~~Direct Labor Costs Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus Reimbursable Expenses.
- d. ~~Direct Labor Costs Plus a Fixed Fee Plus Reimbursable Expenses.~~ An amount equal to the Engineer's Direct Labor Cost times a factor of \_\_\_\_\_ plus a fixed fee of \$ \_\_\_\_\_ plus Reimbursable Expenses.

The total compensation under this paragraph is estimated to be \$ \_\_\_\_\_.  
\_\_\_\_\_. The total compensation under this paragraph is included within the total compensation for the Construction Phase as identified in C4.01.A.3.e.

#### C4.03 Compensation For Additional Services

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

1. *General.* For services of Engineer's employees engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A of the Agreement, except for services as a consultant or witness under Paragraph A2.01.A.20, an amount equal to a fee determined by the method of payment for basic services in paragraph C4.01, or a lump sum amount negotiated between the Owner and Engineer for specific additional work tasks performed by the Engineer.
2. *Serving as a Witness.* For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.20, at the rate of 1.5 times the rates shown in Appendix 1 of Exhibit C per day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for Engineer's Consultants for such services will be on the basis provided in paragraph C4.05.

#### C4.04 Compensation For Reimbursable Expenses

A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.



- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A ~~and, if authorized in advance by Owner, overtime work requiring higher than regular rates.~~ In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for ~~computer time~~ and the use of other highly specialized equipment. Expenses related to the Engineer's project support systems associated with telephone, fax equipment, computer equipment and related peripheral equipment shall be a reimbursable expense applied to the project as a Technology and Communications Charge rate per month.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.05.
- D. The Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

#### *C4.05 Other Provisions Concerning Payment*

- A. 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 1.05.
- B. 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.
- C. Estimated Compensation Amounts
1. ~~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.~~ Compensation by the Owner for Engineer's basic Services, identified in Exhibit A – "Engineer's Services", are defined under Exhibit C – "Payments to Engineer for Services and Reimbursable Expenses". For Additional Services outside of the Basic Services, the Engineer shall notify the Owner in accordance with the Additional Services provisions in Exhibit A. The Engineer shall not exceed the indicated Agreement amount without prior written approval from the Owner. The total compensation amount indicated in the Agreement represents the maximum contract amount that shall not be exceeded. The sum of the Engineering monthly invoices may not exceed the compensation amount in the Agreement, but may be less than the Agreement compensation amount. With each monthly Engineering Application for Payment, the Engineer shall provide an up to date summary

indicating the total Engineering costs to date and the estimated completion percentage of the design or construction services complete. Engineer shall also provide updated summary schedule in the graphical form of Appendix 2, Exhibit A.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall 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.
- D. 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.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 9-19-2017.

### 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:



Effective June, 2017  
Until Further Notice  
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#### Survey Crews

One-Person Survey Crew	=	\$120/hour
One-Person Survey Crew GPS Robotics	=	\$130/hour
Two-Person Survey Crew w/o GPS Robotics	=	\$160/hour
Two-Person Survey Crew	=	\$180/hour
Two-Person Survey Crew GPS Robotics	=	\$190/hour
Two-Person Survey Crew (PLS + LS/T)	=	\$225/hour
Three-Person Survey Crew	=	\$260/hour

#### Equipment, Materials, & Supplies

ATVs/Trailer	=	\$150.00/day		
Boat/Trailer	=	\$150.00/day		
		<u>DAY</u>	<u>WEEK</u>	<u>MONTH</u>
2 GPS Receivers (Survey Quality)		\$425.00	\$1,600.00	\$4,320.00
Single/Each Additional Receiver		\$250.00	\$900.00	\$2,700.00

#### Travel, Mileage, & Miscellaneous

Per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10 am), lunch (10 am – 3 pm) and dinner (3 pm to midnight).

Per diem (per person, per day Montana)	=	\$51.00/day
Lodging	=	cost per night
Airfare	=	cost
Vehicle Usage – Automobiles	=	0.75/mile
Vehicle Usage – Pickups, Suburban	=	1.00/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 2
Specialized Software/Hardware	=	Note 3
Subcontractors	=	Cost + 10%
Laboratory Analysis	=	Cost + 10%
Other/Miscellaneous	=	Cost + 10%

#### Notes

1. DOWL's Professional Fee Services Fee Schedule is subject to adjustment each year or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Customer and DOWL.
2. Costs included in overhead rates for reasonable requests. Requests beyond those considered reasonable by the project manager billed at Cost + Agreed Upon Mark-up.
3. Specialized computer software or hardware necessary for a unique application for will be billed at a negotiated rate or unit cost.
4. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).




This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 9-19-2017.

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


 **DOWL** Effective May 10, 2017  
Last Update: 5/10/17

**ANYTHING/FSE SCHEDULE**

**Personnel Billing Rates**

Personnel are classified as follows by name in the lower category.

Description	Rate	Description	Rate
Accounting Manager	\$150	Engineering Technician IV	\$112
Accounting Technician	\$85	Engineering Technician V	\$115
Administrative Assistant	\$35	Environmental Specialist I	\$80
Administrative Manager	\$120	Environmental Specialist II	\$105
Archaeologist	\$55	Environmental Specialist III	\$130
Biologist II	\$115	Environmental Specialist IV	\$155
Biologist IV	\$125	Environmental Specialist V	\$210
Biologist V	\$135	Environmental Specialist VI	\$235
Civil and Transportation Designer	\$90	Environmental Specialist VII	\$260
Corporate Development Manager	\$150	Environmental Specialist VIII	\$285
Crew Chief I	\$65	Environmental Specialist IX	\$310
Crew Chief II	\$65	Environmental Specialist X	\$335
Crew Chief III	\$120	Field Project Representative	\$25
Crew Chief IV	\$120	Geologist I	\$180
Crew Chief V	\$120	Geologist II	\$190
Crew Chief VI	\$120	Geologist III	\$200
Cultural Resources Specialist I	\$85	Geologist IV	\$210
Cultural Resources Specialist II	\$110	GIS Coordinator	\$120
Cultural Resources Specialist III	\$135	GIS Specialist	\$15
Cultural Resources Specialist IV	\$155	GIS Technician	\$75
Dispatcher	\$35	Graphics Designer	\$100
Document Production Specialist	\$110	Hydrologist	\$110
Engineer I	\$85	Hydrologist II	\$115
Engineer II	\$125	Inspector - Asbestos	\$120
Engineer III	\$130	Inspector I	\$80
Engineer IV	\$135	Inspector II	\$100
Engineer V	\$140	Intern	\$35
Engineer VI	\$145	Laboratory Manager	\$85
Engineer VII	\$150	Laboratory Supervisor	\$105
Engineer VIII	\$155	Landscape Architect	\$100
Engineer IX	\$160	Landscape Architect I	\$105
Engineering Technician I	\$85	Landscape Architect II	\$110
Engineering Technician II	\$90	Landscape Architect III	\$115
Engineering Technician III	\$95	Landscape Architect IV	\$120
Engineering Technician IV	\$100	Landscape Architect V	\$125

 **DOWL** Effective May 10, 2017  
Last Update: 5/10/17

Description	Rate	Description	Rate
Landscape Architect I	\$100	Project Manager I	\$115
Landscape Architect II	\$105	Project Manager II	\$120
Lead Materials Technician	\$85	Project Quality Assurance Manager	\$140
Marketing & Administrative Manager	\$125	Project Manager	\$110
Marketing Assistant	\$75	Public Involvement Assistant	\$85
Marketing Coordinator	\$85	Public Involvement Coordinator	\$110
Materials Manager	\$85	Public Involvement Project Manager	\$135
Materials Supervisor	\$115	Public Involvement Program Manager	\$155
Materials Technician I	\$65	Real Estate Services Manager	\$150
Materials Technician II	\$70	Right of Way Agent	\$85
One-Person Survey Crew	\$120	Right of Way Agent I	\$110
One-Person Survey Crew GPS/Robotic	\$130	Right of Way Agent II	\$120
Planner I	\$65	Right of Way Agent III	\$130
Planner II	\$70	Right of Way Agent IV	\$140
Planner III	\$75	Right of Way Agent V	\$150
Planner IV	\$80	Risk Manager	\$170
Planner V	\$85	Senior Manager I	\$180
Planner VI	\$90	Senior Manager II	\$190
Planner VII	\$95	Senior Manager III	\$200
Planner VIII	\$100	Senior Manager IV	\$210
Planner IX	\$105	Senior Materials Technician	\$75
Project Survey Technician	\$120	Survey Crew Surveyor I	\$60
Professional Land Surveyor	\$85	Survey Crew Surveyor II	\$70
Professional Land Surveyor I	\$100	Survey Crew Surveyor III	\$80
Professional Land Surveyor II	\$110	Survey Crew Surveyor IV	\$90
Professional Land Surveyor III	\$120	Survey Crew Surveyor V	\$100
Professional Land Surveyor IV	\$130	Survey Crew Surveyor VI	\$110
Professional Land Surveyor V	\$140	Survey Technician - Supervisor	\$120
Professional Land Surveyor VI	\$150	Survey Technician I	\$85
Professional Land Surveyor VII	\$160	Survey Technician II	\$90
Professional Land Surveyor VIII	\$170	Survey Technician III	\$95
Professional Land Surveyor IX	\$180	Survey Technician IV	\$100
Professional Land Surveyor X	\$190	Survey Technician V	\$105
Project Administrator	\$90	Survey Technician VI	\$110
Project Assistant	\$65	Systems Administrator	\$125
Project Assistant I	\$70	Technical Coordinator	\$130
Project Assistant II	\$75	Three-Person Survey Crew	\$280
Project Manager I	\$115	Two-Person Survey Crew	\$180
Project Manager II	\$120	Two-Person Survey Crew GPS + SRT	\$225
Project Manager III	\$130	Two-Person Survey Crew GPS/Robotic	\$180
Project Manager IV	\$135	Two-Person Survey Crew with GPS/Robotic	\$185