

This is **EXHIBIT C**, consisting of 9 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 19th, 2019.

Payments to Engineer for Services and Reimbursable Expenses

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 \$79,790.00 based on the following assumed distribution of compensation:

a. Project Management	\$	
b. Preliminary Design Phase	\$	
c. Final Design Phase	\$	
d. Bidding or Negotiating Phase	\$	
e. Construction Phase	\$	<u>\$79,790.00</u>

(See fee summary table on next page)

Fee Summary Table

Item	Description	Total Fee
1	Project Management, RPR, Observation	\$50,735.00
2	Construction Staking	\$12,916.00
3	Materials Testing	\$10,416.00
4	Post Construction Services	\$5,723.00
Totals		\$79,790.00

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 Construction Administration, Field Observation, and Post-Construction Basic Services

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

1. *Project Management and Resident Project Representative Services.* For services of Engineer's Project Manager and 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 Project Manager, 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 \$50,735.00. 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 \$5,723.00. 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 I 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.

3. *Construction Staking Services.* For Construction Staking Services, under Paragraph A2.01.15 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 Construction Staking Services, and for the services of any direct assistants to the surveyor. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Construction Staking Services.
- b. *Hourly Rate Plus Reimbursable Expenses.* Hourly rates for the Surveyor 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 \$12,916.00.
The total compensation under this paragraph is included within the total compensation for the Construction Phase as identified in C4.01.A.3.e.

4. *Materials Testing Services.* For Materials Testing Services, under Paragraph A2.01.23 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 Materials Testing Services, and for the services of any direct assistants to the technician. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Materials Testing Services.

- b. ~~Hourly Rate Plus Reimbursable Expenses.~~ Hourly rates for the Materials Testing Technician and direct assistants as specified in Appendix 2 plus Reimbursable Expenses.
- e. ~~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 \$10,416.00.
 The total compensation under this paragraph is included within the total compensation for the Construction Phase as identified in C4.01,A.3.e.

C4.04 *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 1.00.
- 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 1.00.
- 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 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 19th, 2019.

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:



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Survey Crews

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

Travel, Mileage, & Miscellaneous

Lodging	=	Cost per night
Airfare	=	Cost
Vehicle Usage – Passenger Cars	=	0.65/mile
Vehicle Usage – Trucks & SUV's	=	1.05/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 3
In-House Usage Charges	=	Note 4

Per Diem

Unless otherwise specified contractually, 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).

	Breakfast	Lunch	Dinner	Incidentals	GSA Per Diem Rate
Gillette	\$13.00	\$14.00	\$23.00	\$5.00	\$55.00
Lander	\$13.00	\$14.00	\$23.00	\$5.00	\$55.00
Laramie	\$13.00	\$14.00	\$23.00	\$5.00	\$55.00
Sheridan	\$13.00	\$14.00	\$23.00	\$5.00	\$55.00

All other cities not listed above, please use the following link: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

Please use the following link for the meal breakdown: <https://www.gsa.gov/travel/plan-book/per-diem-rates/meals-and-incidental-expenses-me-breakdown>

This is Appendix 2 to EXHIBIT C, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 19th, 2019.

Standard Hourly Rates Schedule

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.



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WYOMING FEE SCHEDULE

Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Accounting Technician	\$85	Engineering Technician III	\$85
Accounting Manager	\$155	Engineering Technician IV	\$110
Administrative Assistant	\$55	Engineering Technician V	\$115
Administrative Manager	\$90	Environmental Specialist I	\$90
Biologist I	\$95	Environmental Specialist II	\$105
Biologist II	\$105	Environmental Specialist III	\$110
Biologist III	\$115	Environmental Specialist IV	\$135
Biologist IV	\$125	Environmental Specialist V	\$150
Biologist V	\$160	Environmental Specialist VI	\$165
Civil and Transportation Designer	\$90	Environmental Specialist VII	\$180
Corporate Development Manager	\$150	Environmental Specialist VIII	\$185
Crew Chief I	\$85	Environmental Specialist IX	\$210
Crew Chief II	\$95	Environmental Specialist X	\$225
Crew Chief III	\$100	Field Project Representative I	\$95
Crew Chief IV	\$115	Field Project Representative II	\$105
Crew Chief V	\$120	Field Project Representative III	\$135
Cultural Resources Specialist I	\$85	Geologist I	\$100
Cultural Resources Specialist II	\$100	Geologist II	\$110
Cultural Resources Specialist III	\$110	Geologist III	\$120
Cultural Resources Specialist IV	\$135	Geologist IV	\$140
Cultural Resources Specialist V	\$155	GIS Technician	\$75
Document Production Supervisor	\$110	GIS Specialist	\$85
Engineer I	\$85	GIS Coordinator	\$130
Engineer II	\$95	Graphics Designer	\$100
Engineer III	\$115	Inspector I	\$90
Engineer IV	\$130	Inspector II	\$100
Engineer V	\$150	Inspector - Supervisor	\$130
Engineer VI	\$160	Intern	\$50
Engineer VII	\$175	Laboratory Manager	\$95
Engineer VIII	\$185	Laboratory Supervisor	\$105
Engineer IX	\$210	Landscape Architect I	\$100
Engineer X	\$225	Landscape Architect II	\$105
Engineering Technician I	\$65	Landscape Architect III	\$120
Engineering Technician II	\$75	Landscape Architect IV	\$145



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Description	Rate
Landscape Architect V	\$160
Landscape Architect VII	\$180
Landscape Planner	\$105
Lead Materials Technician	\$65
Marketing & Administrative Manager	\$150
Marketing Assistant	\$75
Marketing Coordinator	\$85
Materials Technician	\$60
Materials Technician II	\$70
Materials Manager	\$85
Planner I	\$85
Planner II	\$100
Planner III	\$125
Planner IV	\$145
Planner V	\$160
Planner VII	\$165
Planner VIII	\$190
Planner IX	\$210
Planner X	\$250
Professional Land Surveyor I	\$90
Professional Land Surveyor II	\$100
Professional Land Surveyor III	\$110
Professional Land Surveyor IV	\$120
Professional Land Surveyor V	\$130
Professional Land Surveyor VI	\$135
Professional Land Surveyor VII	\$145
Professional Land Surveyor VIII	\$155
Professional Land Surveyor IX	\$170
Professional Land Surveyor X	\$180
Project Administrator	\$80
Project Assistant I	\$85
Project Assistant II	\$100
Project Manager I	\$115
Project Manager II	\$120
Project Manager III	\$130
Project Manager IV	\$165
Project Manager V	\$170

Description	Rate
Project Manager VI	\$190
Proposal Manager	\$110
Public Involvement Assistant	\$80
Public Involvement Planner	\$95
Public Involvement Coordinator	\$110
Public Involvement Program Manager	\$125
Real Estate Services Manager	\$150
Right of Way Assistant	\$85
Right of Way Agent I	\$95
Right of Way Agent II	\$110
Right of Way Agent III	\$125
Right of Way Agent IV	\$135
Right of Way Agent V	\$150
Right of Way Agent VI	\$185
Risk Manager	\$170
Senior Manager I	\$195
Senior Manager II	\$215
Senior Manager III	\$225
Senior Manager IV	\$260
Senior Materials Technician	\$75
Survey Crew Surveyor I	\$60
Survey Crew Surveyor II	\$70
Survey Crew Surveyor III	\$80
Survey Crew Surveyor IV	\$90
Survey Crew Surveyor V	\$100
Survey Technician I	\$55
Survey Technician II	\$65
Survey Technician III	\$75
Survey Technician IV	\$85
Survey Technician V	\$95
Survey Technician VI	\$105
Survey Technician VII	\$110
Survey Technician VIII	\$120
Survey Technician IX	\$140
Survey Technician - Supervisor	\$120
Systems Administrator	\$125
Technical Coordinator	\$135