This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR STUDY AND REPORT PROFESSIONAL SERVICES

National Society of Professional Engineers

1420 King Street, Alexandria, VA 22314-2794

(703) 684-2882

www.nspe.org

American Council of Engineering Companies

1015 15th Street N.W., Washington, DC 20005

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American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400

(800) 548-2723

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR STUDY AND REPORT PROFESSIONAL SERVICES

This is an Agreement between **City of Killeen** (Owner) and **Kleinfelder, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Fleet Services Facilities, Parks Maintenance Facilities, and Police Department Evidence Storage Building** (Project) in the amount of $70,339.50.

Owner and Engineer further agree as follows:

ARTICLE 1—ENGINEER'S SERVICES

1.01 Study and Report Services of Engineer

A. Engineer's services under this Agreement are generally identified as three (3) Geo-Technical Investigatory Studies at three (3) different locations for the proposed fleet services, evidence storage, and parks maintenance buildings and a Phase 1 Environmental Study for the proposed fleet services building ("Study and Report Services").

B. Engineer shall perform or furnish the Study and Report Services set forth in this Agreement, expressly including the Basic Services described in Article 1 of Exhibit A, Scope of Engineer's Study and Report Services, and any duly authorized Additional Services described in Article 2 of Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Owner shall:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Study and Report Services, including but not limited to design objectives and constraints; space, capacity and performance requirements; flexibility and expandability goals; security issues; any anticipated funding sources; and budgetary limitations.

B. Furnish to Engineer all existing studies, reports, and other available information pertinent to the Engineer's performance of the Study and Report Services, including reports and data relative to previous investigations, designs, construction, or existing facilities at or adjacent to any Site under consideration.

C. Following Engineer's assessment of initially-available Project data and information, and receipt of Engineer's advice regarding the need (if any) for additional Project-related data and information, either (1) authorize Engineer to undertake Additional Services necessary to obtain such additional Project-related data and information, or (2) obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related data and information. Such additional data and information would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Utility information, reports, and mapping.
4. Property, boundary, easement, right-of-way, topographic, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to a Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at a 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(s), and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

D. Advise Engineer of the identity and scope of services of any independent consultants and contractors retained by Owner to perform or furnish services pertinent to the Study and Report Services.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to any Site under study.

G. Examine all Documents submitted by Engineer (and obtain the advice of an attorney, risk manager, financial advisor, insurance counselor, or other advisors or consultants as Owner deems appropriate with respect to such examination), and render in writing timely decisions pertaining to such Document submittals.

H. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

2.02 Owner shall be responsible for all requirements and instructions that it furnished to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

2.03 Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

A. any development that affects the scope or time of performance of Engineer's services;

B. the presence of any Constituent of Concern at any Site; or

C. any relevant, material defect or nonconformance in Engineer's services or Owner's performance of its responsibilities under this Agreement.

ARTICLE 3—SCHEDULE

3.01 Schedule for Rendering Services

A. Engineer shall furnish the Report and any other Study and Report deliverables to Owner within the following specific time period: 8 weeks from the Notice to Proceed.

1. If no specific time periods are indicated in Paragraph 3.01.A, Engineer shall complete its Study and Report Services within a reasonable period of time.

B. Owner shall review the Documents submitted by Engineer and provide one set of coordinated comments to Engineer within 14 days after Owner receives the Documents from Engineer.

C. Engineer shall revise the Report and other deliverables and submit such Documents to Owner within 14 days of receipt of Owner's comments.

D. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Study and Report Services is impaired, or such services are delayed or suspended, then the time for completion of Engineer's Study and Report Services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

ARTICLE 4—ENGINEER'S COMPENSATION

4.01 Invoices and Payments

A. Invoices—Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Engineer shall also comply with the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A.

B. Payment—As compensation for Engineer providing or furnishing Study and Report Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

C. Failure to Pay—If Owner fails to make any payment due Engineer for Study and Report Services or expenses within 30 days after receipt of Engineer's invoice, then (1) the 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; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend the Study and Report Services under this Agreement until Engineer has been paid in full all amounts due for such services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.B.

D. Reimbursable Expenses—Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.02.A or 4.02.B. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 0.

4.02 Compensation

A. Basis of Compensation—Basic Services

1. Lump Sum. Owner shall pay Engineer for Basic Services as follows:

a. A Lump Sum amount of $70,339.50.

b. In addition to the Lump Sum amount, reimbursement of the following expenses: None

c. The portion of the compensation amount billed monthly for Engineer's Basic Services will be based upon Engineer's estimate of the percentage of the total Basic Services actually completed during the billing period.

B. Additional Services—For authorized Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged by Engineer's employees in providing the Additional Services, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

ARTICLE 5—TERMINATION

5.01 Termination for Cause

A. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

1. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

B. In addition to its termination rights in Paragraph 5.01.A, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.06.A.

1. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

5.02 Termination for Convenience—Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

5.03 Payments Upon Termination

A. In the event of any termination under this Article 5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all

deliverable Documents, whether completed or under preparation, subject to the provisions of Paragraph 6.04, at Owner's sole risk.

B. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

C. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.02.B.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standard of Care

A. 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. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.02 Construction Costs; Project Costs

A. Engineer’s opinions (if any) of probable construction costs are to be made on the basis of Engineer’s experience, qualifications, and general familiarity with the construction industry. However, because of the limited and preliminary nature (1) of the Study and Report Services and (2) of any capital improvements described in any delivered Document, and 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 costs will not vary from opinions of probable construction costs prepared by Engineer. If Owner requires greater assurance as to probable construction costs, then Owner agrees to obtain an independent cost estimate.

B. The services, if any, of Engineer with respect to Total Project Costs will 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.

6.03 Constructors’ Work

A. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will 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 any 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.

6.04 Documents

A. All Documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such Documents, whether or not the Project is completed.

B. Owner may make and retain copies of Documents solely for Owner's information and reference in connection with the specific subject matter of the Documents, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents, and subject to the following limitations:

1. Owner acknowledges that such Documents are not intended or represented to be suitable for use by Owner unless completed by Engineer;

2. If Engineer has completed a Report under this Agreement, and received full payment for such Report, then Owner may furnish copies of the completed Report to Owner’s consultants and design professionals for their reference in proceeding with design or similar services, provided that Owner informs such consultants and design professionals of Engineer’s ownership interests in the Report, and includes with the Report all Engineer’s written statements regarding the purpose, scope, use, and limitations of the Report;

3. Owner acknowledges that the Documents are not design or construction documents;

4. No Document shall be altered, modified, or reused by Owner or any third party for any purpose except with Engineer's express written consent;

5. Any use, reuse, alteration, or modification of the Documents, except as authorized in this Agreement or by Engineer's written consent, will be at Owner’s sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, subcontractors, and subconsultants;

6. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, subcontractors, and subconsultants from all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting from any unauthorized use, reuse, alteration, or modification of the Documents; and

7. Nothing in this paragraph shall create any rights in third parties.

C. Owner and Engineer agree to transmit, and accept, the Documents and all other Project-related correspondence, text, data, drawings, documents, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

6.05 Waiver of Damages

A. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subcontractors, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. In addition:

1. Limitation of Liability. Owner and Engineer agree that Engineer's total liability to Owner under this Agreement shall be limited to $100,000 or the total amount of compensation received by Engineer, whichever is greater.

6.06 General Provisions

A. Constituents of Concern—The parties acknowledge that Engineer's Study and Report Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of the Study and Report Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Study and Report Services.

B. Dispute Resolution—Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

C. Governing Law—This Agreement is to be governed by the laws of the State of Texas.

D. Exclusions from Services—Engineer's Study and Report Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

E. Insurance—Engineer will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability, in the amounts depicted in the attached Exhibit G, and will provide certificates of insurance to Owner upon request.

F. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.F.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

G. Beneficiaries—Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

H. Indemnification - Subject to the waiver of damages provisions of this Agreement, Engineer indemnifies Owner against all liabilities, losses or damages caused by the negligence or other fault of Engineer and its employees, agents, representatives, subcontractors, and any other party for whom Engineer is legally responsible (**Engineer Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of the Engineer Parties when compared to the negligence or other fault of all other persons and entities. This clause 6.06.H is not intended to and will not in any way be limited by any insurance coverage available to Owner under any Engineer insurance policy.

I. Warranty of Title, Waste Ownership - Engineer will not take title to or be liable for any hazardous materials found at any Project Site. Any risk of loss with respect to all materials remains with Owner or the Site owner, who will be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples remain the property of Owner.

ARTICLE 7—DEFINITIONS

7.01 Definitions Used in this Agreement

A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, or subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

C. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or electronic form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, data, studies, models, and reports (including the Report referred to in Exhibit A).

D. Site—One or more lands or areas that Engineer studies as the location or possible location of the Project.

E. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including construction costs and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of construction costs), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

F. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities

or systems at a Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

ARTICLE 8—AGREEMENT, EXHIBITS, ATTACHMENTS

8.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.02 Attachments:

A. Exhibit A, Scope of Engineer’s Study and Report Services

B. Appendix 1, Engineer's Standard Hourly Rates

C. Exhibit G, Insurance

Owner:	Engineer:
City of Killeen	Kleinfelder, Inc.
(name of organization)	(name of organization)
By:	By: Digitally signed by David R Boes Date: 2025.01.31 12:32:46 -06'00'
(authorized individual's signature)	(authorized individual's signature)
Date:	Date: 01.31.2025
(date signed)	(date signed)
Name: Kent Cagle	Name: David R Boes
(typed or printed)	(typed or printed)
Title: City Manager	Title: VP, Area Manager
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
P.O. Box 1329	7805 Mesquite Bend Drive, Suite 100
Killeen, Texas 76540	Irving, Texas 75063
Designated Representative:	Designated Representative:
Name: Andrew Zagars, P.E.	Name: Binay Pathak
(typed or printed)	(typed or printed)
Title: City Engineer	Title: Houston Area Geotechnical Lead
(typed or printed)	(typed or printed)
Address:	Address:
3201-A S WS Young Dr	1200 Areospace Avenue, Suite 450
Killeen Tx, 76542	Houston, Texas 77034
Phone: (254)616-3179	Phone: 281.922.4766
Email: AZagars@killeentexas.gov	Email: bpathak@kleinfelder.com

Paragraph 1.01 of the Agreement, Study and Report Services of Engineer, is supplemented to include the following provisions:

Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer's scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Title:
Type and Size of Facility: PD Evidence Warehouse 7,059 SF, Fleet Maintenance 58,008 SF, and Parks Maintenance 8,372 SF
Description of Anticipated Improvements: New facilities to be constructed at each of the three locations
Expected Construction Start: May 2025
Prior Studies, Reports, Plans: N/A
Facility Location(s): 3304 Community BLVD, 12200 S Fort Hood St, 810 Condor St Killeen Texas
Owner's Current Project
Budget: N/A
Funding Sources: N/A
Known Design Standards: N/A
Known Project Limitations: N/A
Project Assumptions: N/A
Other Pertinent Information: N/A

Engineer shall perform or furnish Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Study and Report Services

A. Engineer's services will include management of Engineer's Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:

a. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.

b. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.

2. Coordinate services within Engineer's internal team, including Engineer's subcontractors and subconsultants.

3. Prepare and submit Monthly engineering services progress reports to Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.

4. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, provide the specified additional information or documentation, following the invoicing procedures indicated: Not Applicable.

5. Establish Project-specific security and health and safety plans (as deemed necessary by Engineer), consistent with Owner's programs and procedures of which Engineer has been made aware in writing. Distribute security and health and safety plans to Engineer's team, and monitor compliance.

6. Conduct ongoing management tasks, including:

    a. Maintaining communications records and files pertaining to or arising from Engineer's Study and Report Services;

    b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and

    c. Preparing agendas prior to and minutes following all Engineer-led meetings.

B. In all phases of Engineer's services, Engineer shall prepare draft and final drawings and other Documents in graphic form in accordance with **N/A**.

1.02 Study and Report Phase

A. Engineer shall:

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. 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 the Owner-identified potential solutions listed here:

        1) **N/A**

    b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

    c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify **0** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project Sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Assess initially available Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.

6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Project under study, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Project provided to the Engineer or being concurrently prepared for Owner by others.

9. Advise the Owner of any need for Owner to provide data or services of the types described in Paragraph 2.01 of the Agreement.

10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to as "Project Strategies, Technologies, and Techniques."

11. Assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.

12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.

13. Utilities, including Underground Facilities

    a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.

    b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those

utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Project construction and additional utility facilities or extensions that will be needed to serve the Project.

c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.

d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Project (including any additional utility facilities or extensions needed to serve the Project) on existing utilities.

e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.

1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.

14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.

15. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).

a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.

b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.

16. Perform or provide the following other Study and Report Phase tasks or deliverables:

a. **N/A**

17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the schedule in Paragraph 3.01 of the Agreement, and review the deliverables with Owner.

18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the schedule in Paragraph 3.01.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

B. Site-related Additional Services

1. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

2. Provide necessary field surveys and topographic and utility mapping to be used for study and design purposes.

3. Provide additional mapping and documentation services relating to utilities, including Underground Facilities, arising from Engineer's services under Exhibit A Paragraph 1.02.A.13 above, based when applicable on the guidance in ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

4. Preparation of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

5. Providing assistance in responding to or investigating the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

C. Additional Study, Investigation, and Report Services

1. Undertaking investigations and studies including, but not limited to:

a. detailed consideration of operations, maintenance, and overhead expenses;

b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

c. preparation of appraisals;

d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

e. detailed quantity surveys of materials, equipment, and labor; and

f. audits or inventories required in connection with construction performed or furnished by Owner.

2. Services resulting from significant changes in the scope, extent, or character of the Project including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising the Report or other deliverables when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

3. Services resulting from Owner's request to evaluate additional potential solutions.

D. Additional Services—General

1. Attendance, presentations, and support at public meetings and hearings, including preparation for such meetings and hearings, and drafting related exhibits and handouts.

2. Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with the Project.

3. Services required as a result of Owner providing incomplete or incorrect information to Engineer.

4. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, or other documents as a result of such review processes.

5. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

6. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).

7. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Agreement between Owner and Engineer for Study and Report Professional Services dated **[date]**.

ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 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 Paragraph 4.01 of the Agreement, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

See Attached Kleinfelder 2024-2025 Fee Schedule

KLEINFELDER 2024/2025 FEE SCHEDULE

Pricing Valid September, 2024 through December, 2025

PROFESSIONAL STAFF RATES*

Professional	$	132/ hour
Staff Professional	$	165/ hour
Project Professional	$	204/ hour
Principal Professional	$	235/ hour
Senior Principal Professional	$	328/ hour
Project Manager	$	215/ hour
Senior Project Manager	$	290/ hour
Designer/Drafter	$	131/ hour
Senior Designer/Drafter	$	164/ hour
Project Controls Professional	$	148/ hour
Senior Project Controls Professional	$	235/ hour

TECHNICAL STAFF RATES

Technician	$	98/ hour
Senior Technician	$	133/ hour
Inspector	$	130/ hour
Senior Inspector	$	167/ hour
Construction Manager	$	223/ hour

ADMINISTRATIVE STAFF RATES

Administrator	$	109/ hour
Project Administrator	$	152/ hour

Minimum Charges for Office Time Per Day ..... One Hour at Applicable Rate

Kleinfelder reserves the right to adjust the fee schedule on projects not completed within 180 days from the contract signature date.

Public works projects or projects receiving public funds may be subject to Prevailing Wage laws. The above rates do not apply to projects subject to prevailing wages. Hourly rates for those projects will be supplied separately.

* Applies to all professional rates including but not limited to civil, mechanical, chemical, electrical, geotechnical, and environmental engineers; industrial hygienists; geologists; hydrogeologists; hydrologists; and computer specialists.

Hourly rates assume that other direct costs will be billed and reimbursed by the client. Kleinfelder reserves the right to adjust the fee schedule on projects where other direct costs are not reimbursed.

SOIL TESTS

SOIL DENSITY TESTS				
Test	**Standard Test Method†**	**Fee**		
Standard Proctor	D698, T99	$	305	each
Modified Proctor	D1557, T180	$	305	each
Rapid Determination of Compaction*	D5080	$	250	each
1-Point Proctor, Check Point	T272	$	180	each
Proctor Oversize Correction	D4718	$	95	each
Treated Soil Proctor	D558	$	400	each
Minimum and Maximum Relative Density	D4254, D4253	$	535	each
Maximum Density by Vibratory Hammer	D7382	$	695	each
Moisture/Density, TEX 113-E	TEX113-E	$	345	each
Moisture/Density, TEX 114-E	TEX114-E	$	345	each
California Impact, CT 216	CT216	$	285	each
***Field Test**				

SOIL CLASSIFICATION AND INDEX TESTS				
Test	**Standard Test Method†**	**Fee**		
Visual Classification	D2488	$	37	each
Sieve Analysis, % Finer than No. 200 Sieve	D1140	$	115	each
Sieve Analysis, Fine	D422, D6913, T88	$	165	each
Sieve Analysis, Coarse	D422, D6913, T88	$	165	each
Sieve Analysis, Coarse and Fine	D422, D6913, T88	$	210	each
Hydrometer Analysis (***Requires a Sieve Analysis, not included***)	D422, D7928	$	230	each
Water Content	D2216, D4363, T265	$	32	each
Water Content and Dry Unit Weight	D2216, D2937, D7263	$	58	each
Atterberg Limits, Single Point	D4318-B, T89, T90	$	150	each
Atterberg Limits, Multiple Point	D4318-A, T89, T90	$	230	each
Soil Specific Gravity	D854, T100	$	285	each
Soil Organic Content	D2974-C	$	160	each
Fiber Content of Peat Soils	D1997	$	335	each
Pinhole Dispersion Classification	D4647	$	660	each
Soil pH	D4972, G51	$	74	each
Double Hydrometer for Dispersive Soils	D4221	$	345	each
Crumb Test for Dispersive Soils	D6572	$	110	each
Soil Resistivity	G187	$	200	each
Chloride Content		$	89	each
Sulfate Content		$	74	each
Thermal Resistivity, Per Point	D5334, IEEE 422	$	410	each
Thermal Resistivity, Dry-Out Curve	D5334, IEEE 422	$	1,195	each
Methylene Blue	C837	$	290	each

SOIL TESTS (continued)

SOIL BEARING PRESSURE TESTS				
Test	**Standard Test Method†**	**Fee**		
California Bearing Ratio, Single Point ***(proctor not included)***	D1883, T193	$	440	each
California Bearing Ratio, 3 Points ***(proctor not included)***	D1883, T193	$	820	each
Resistance R-Value	D2844	$	410	each
Resistance R-Value of Treated Material	D2844	$	475	each
Rock Correction for R-Value	D2844	$	105	each
Stabilized Soil UC Strength, 1 Point ***(proctor not included)***	D1633, D5102	$	220	each
Stabilized Soil UC Strength, Set of 3	D1633, D5102	$	1,195	each
CT373, 1 Lime Content, w/o Opt. Moist.	CT373	$	210	each
CT373, 1 Lime Content	CT373	$	460	each
CT373, 3 Lime Contents	CT373	$	1,385	each
Eades and Grim Test (Opt. Lime Content)	C977	$	245	each
Resilient Modulus	T307	$	600	each
CTB Strength, Individual Specimen		$	230	each
CTB Strength, Set of 3, Without Design		$	525	each
CTB Complete Mix Design		$	Inquire	each

SOIL STRENGTH AND PERMEABILITY TESTS				
Test	**Standard Test Method†**	**Fee**		
Pocket Penetration Value		$	37	each
Unconfined Compressive Strength	D2166, T208	$	180	each
Direct Shear, 1 Point	D3080, T236	$	190	each
Direct Shear, 3 Points	D3080, T236	$	495	each
Direct Shear, Residual Strength, Each Point	D3080-Modified	$	315	each
Consolidation without Time Rate Plots	D2435-Modified	$	430	each
Consolidation with 2 Time Rate Plots	D2435-A, T216-A	$	565	each
Consolidation, All Loads with Time Rates	D2435-B, T216-B	$	800	each
Collapse Potential	D5333	$	315	each
One Dimensional Swell – Wetting After Loading, Series	D4546-A	$	380	each
One Dimensional Swell – Wetting After Loading	D4546-B	$	220	each
One Dimensional Swell – Loading After Wetting	D4546-C	$	600	each
Expansion Index	D4829	$	245	each
Denver Swell Test		$	220	each
Permeability, Rigid Wall	D2434	$	565	each
Permeability, Flexible Wall	D5084-C	$	495	each
Triaxial Compression, CU, 1 Point	D4767, T297	$	630	each
Triaxial Compression, CU, 3 Points	D4767, T297	$	1,560	each
Triaxial Compression, UU, 1 Point	D2850, T296	$	265	each
Triaxial Compression, UU, 3 Points	D2850, T296	$	800	each
Triaxial Compression, UU Saturated, 1 Point	D2850-Modified	$	380	each
Triaxial Test, TEX117E, Part I	TEX117E	$	2,250	each
Triaxial Test, TEX117E, Part II	TEX117E	$	2,250	each
Vane Shear – Motorized	D4648	$	100	each

ROCK TESTS

Test	Standard Test Method†	Fee		
Rock Sample Preparation	D4543	$	150	each
Rock Mohs Hardness	IRSM	$	100	each
Rock Point Load Index, per Point*	D5731	$	68	each
Rock Slake Durability	D4644	$	250	each
Rock Splitting Tensile/Brazilian, per Point*	D3967	$	125	each
Rock Direct Tensile	D2936	$	250	each
Rock Unconfined Compression	D7012-C	$	315	each
Above testing fees include routine sample preparation (end grinding) and sample photographs. ****Point load and splitting tensile test fees are per break, not per set of ten.***				

AGGREGATE TESTS

Test	Standard Test Method†	Fee		
ASR Reactivity, Long Method	C227, C1293	$	2,135	each
ASR Reactivity, Short Method	C1260, C1567	$	1,195	each
Cleanness Value	CT227	$	210	each
Clay Lumps and Friable Particles, per size ****(see note below)***	C142, T112	$	130	each
Coarse Specific Gravity & Absorption	C127, T85	$	125	each
Fine Specific Gravity & Absorption	C128, T84	$	185	each
Coarse Durability	D3744, T210	$	190	each
Fine Durability	D3744, T210	$	190	each
Flat and Elongated Particles, per size ****(see note below)***	D4791	$	120	each
Fractured Faces, per size ****(see note below)***	D5821, T335	$	130	each
Lightweight Pieces ***(Per specific gravity of heavy liquid)***	C123, T113	$	370	each
Los Angeles Abrasion, Large Aggregate	C535	$	250	each
Los Angeles Abrasion, Small Aggregate	C131, T96	$	250	each
Mortar Sand Strength	C87, CT515	$	820	each
Organic Impurities	C40, T21	$	125	each
Sand Equivalent	D2419, T176	$	190	each
Sieve Analysis, % Finer than No. 200 Sieve	C117, T11	$	115	each
Sieve Analysis, Fine	C136, T27	$	165	each
Sieve Analysis, Coarse	C136, T27	$	165	each
Sieve Analysis, Coarse and Fine	C136, T27	$	210	each
Soundness of Aggregate, per size ****(see note below)***	C88, T104	$	190	each
Unit Weight	C29, T19	$	84	each
Water Content	D2216, C566, T255	$	32	each
Texas Wet Ball Mill	TEX116E	$	380	each
Decantation Wash	TEX406A	$	115	each
Uncompacted Void Content of Fine Aggregate	C1252, T304	$	180	each
****Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and test method.***				

FILTER MEDIA TESTS

Test	Standard Test Method†	Fee		
Filter Media, Sieve Analysis ***(includes d10, d60, es, cu)***	AWWA B100	$	230	each
Filter Media, Mohs Hardness	AWWA B100	$	230	each
Acid Solubility	AWWA B100	$	230	each

CONCRETE TESTS

Test	Standard Test Method†	Fee		
Concrete Compression	C39	$	42	each
Concrete Core Compression	C42	$	105	each
Concrete Flexural Strength	C78	$	130	each
Hydraulic Cement Mortar Compression	C109 (field cast)	$	42	each
Concrete Drying Shrinkage, set of 3*	C157	$	640	Each
Concrete Core Thickness	C174	$	58	each
Concrete Laboratory Trial Batch**	C192	$	1,750	each
Concrete Time of Set by Penetration Resistance	C403, C191	$	2,400	each
Concrete Modulus of Elasticity	C469	$	600	each
Concrete Splitting Tensile Strength	C496	$	175	each
Concrete Absorption	C497, C642	$	200	each
Concrete Cylinder Unit Weight	C567	$	200	each
Non-Shrink Grout Compression	C1107, C579	$	42	each
Shotcrete Compression	C1140, C1604	$	89	each
Shotcrete Core Grading	ACI 506.3	$	150	each
Concrete Paving Slab Modulus of Rupture	C1782	$	945	each
Concrete Direct Tensile	D2936, CRD C164	$	525	each
CLSM Compression	D4832	$	58	each
For sets greater than 3, add $100 per prism				
****Includes up to 9 cylinders or 9 flex beams, additional cylinders, beams, or shrinkage prisms charged at individual unit rates***				

ROLLER COMPACTED CONCRETE TESTS

Test	Standard Test Method†	Fee		
RCC Compression	C1435/C39	$	68	each
RCC Air Content	C1849	$	125	each
RCC Unit Weight	C1849	$	125	each
RCC Consistency and Density (VeBe)	C1170	$	1,680	each
RCC Accelerated Cure	C1768 - modified	$	790	each
RCC Trial Batch	ACI 211.1	$	inquire	each

MASONRY TESTS

Test	Standard Test Method†	Fee		
Masonry Grout Compression	C1019, C942	$	42	each
Masonry Mortar Compression	C270, C780	$	42	each
Masonry Core Compression and Shear	CA DSA	$	210	each
Masonry Prism Compression	C1314	$	160	each
CMU Absorption and Received Moisture	C140	$	125	each
CMU Compression	C140	$	130	each
CMU Dimension Verification	C140	$	60	each
CMU Lineal Shrinkage	C426	$	350	each

ASPHALT TESTS

MIX PROPERTY TESTS

Test	Standard Test Method†	Fee		
Air Voids Determination ***(calculation only)***	D3203, AI-MS-2	$	68	each
VMA Determination ***(calculation only)***	AI-MS-2, CT-LP-2	$	68	each
VFA Determination ***(calculation only)***	AI-MS-2, CT-LP-2	$	68	each
Volumetric Properties ***(calculation only)***	AI-MS-2, CT-LP-2	$	68	each
AC Moisture Content	T329	$	85	each
Gradation of Extracted Aggregate	D5444	$	160	each
AC Content by Extraction	D2172	$	375	each
AC Content by Ignition Oven	D6307, T308	$	200	each
AC Ignition Oven Calibration ***(determination of mix correction)***	D6307	$	440	each
Hveem Stability	D1560	$	440	each
Hveem Stability without Compaction	D1560	$	230	each
Marshall Stability and Flow ***(does not include compaction)***	D6927	$	220	each

DESIGN AND DENSITY TESTS

Test	Standard Test Method†	Fee		
AC Core Thickness	D3549	$	45	each
AC Core Unit Weight & Thickness	D1188, D2726, D3549	$	68	each
Unit Weight, Gyratory Method	D6925, T312	$	400	each
Unit Weight, Hveem Method	D1561	$	390	each
Unit Weight, Marshall Method	D6926	$	285	each
Maximum Theoretical Specific Gravity	D2041	$	210	each
Moisture Induced Damage	T283	$	1,695	each
Hamburg Wheel Track, Set of 2	T324	$	1,270	each
Index of Retained Strength	D1075	$	1,445	each
Indirect Tensile Strength ***(does not include compaction)***	D6931	$	1,050	set/3
Indirect Tensile Strength of Cored Specimen	D6931	$	440	each
Caltrans Tensile Strength Ratio	CT371	$	2,310	each
Caltrans Optimum Bitumen Content OGFC	CT368	$	2,135	each
Film Stripping	CT302	$	190	each
Mix Design, Hveem Method	CT367	$	Inquire	each
Mix Design, Marshall Method	AI-MS-2	$	Inquire	each
Mix Design, Superpave Method	AI-MS-2	$	Inquire	each

EQUIPMENT RATES

Equipment	Fee		
Truck Rig Mobilization / Demobilization w/3 Man Crew (Hollow Stem Auger / Mud Rotary)[v]	$	2,500	each
Truck Rig Mobilization / Demobilization w/3 Man Crew (Hollow Stem Auger / Mud Rotary)[v]	$	350	hour
ATV Rig Mobilization / Demobilization w/3 Man Crew (Hollow Stem Auger / Mud Rotary)[v]	$	3,500	each
ATV Rig Mobilization / Demobilization w/3 Man Crew (Hollow Stem Auger / Mud Rotary)[v]	$	500	hour
Driller Standby Rate	$	125	hour
Single Helper Standby Rate	$	80	hour
Truck Rig & Crew Standby Rates	$	350	hour
ATV Rig & Crew Standby Rates	$	500	hour
Hollow Stem Auger 0 - 50 FT [w]	$	27	feet
Hollow Stem Auger 50 - 100 FT [w]	$	33	feet
Mud Rotary 0 - 50 FT [w]	$	27	feet
Mud Rotary 50 - 100 FT [w]	$	33	feet
Mud Rotary 100 - 150 FT [w]	$	39	feet
Mud Rotary 150 - 200 FT [w]	$	45	feet
Additional Sample	$	50	each
Shelby Tube	$	50	each
Bentonite-Cement Grout	$	10	ft
Bentonite Chips (55 lb Bag)	$	35	each
Monitoring Well Pad (3' x 3' Concrete Pad w/ Steel Locking Monument Cover)	$	650	each
Monitoring Well Installation (2" PVC)	$	35	feet
CPT Rig Mobilization / Demobilization	$	3,500	each
Cone Penetration Testing (CPT)	$	4,000	day
Off Road Utility Passenger Vehicle	$	600	week
Anchor Bolt Testing Device	$	150	day
Brinell Hardness Tester	$	30	day

Concrete Rebound (Schmidt) Hammer	$	100	day
Concrete Vapor Emission Test Kit	$	50	each
Coring Machine	$	300	day
Coring Machine with Generator	$	450	day
Diamond Bit Core Barrel Charge (3" Diameter)	$	50	each
Diamond Bit Core Barrel Charge (4" Diameter)	$	100	each
Diamond Bit Core Barrel Charge (6" Diameter)	$	150	each
Digital Thickness Gauge	$	50	day
FerroScan Equipment	$	300	day
Floor Flatness Testing Device (Per Test)	$	350	each
Hand Auger and Soil Sampler	$	100	day
Magnetic Particle Testing Device & Materials	$	100	day
Nuclear Soil Density/Moisture Gauge[z]	$	100	day
Skidmore Bolt Tension Calibrator	$	100	day
Torque Wrench, up to 1,000 foot-pounds	$	100	day
Ultrasonic Testing Device & Materials	$	100	day
In-Situ Electrical Resistivity Device	$	350	day

Notes:

v. hourly rate applies if mobilization exceeds 6 hours

w. includes 3-man crew; samples at 5 foot intervals; excludes labor rate for geologist/engineer

x. field equipment cost excludes manpower

y. Concrete slump (C143), air content (C231/C173), temperature (C1064) tests included

z. Soil moisture content/density tests (D6938) included

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.06 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraph 1.01:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.06.E of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$ 500,000
Each employee	$ 500,000
Policy limit	$ 500,000
Commercial General Liability	
General Aggregate	$ 2,000,000
Personal and Advertising Injury	$
Bodily Injury and Property Damage—Each Occurrence	$ 1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$ 500,000
Each Accident	$ 500,000
Property Damage	
Each Accident	$ 500,000
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$ 500,000
Excess or Umbrella Liability	
Each Occurrence	$ 4,000,000
General Aggregate	$ 4,000,000
Professional Liability	
Each Claim	$
Annual Aggregate	$
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$
General Aggregate	$
Other Insurance [Specify]	
Each Claim	$
General Aggregate	$