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**MAIN AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES -- TASK ORDER FORMAT**

THIS IS the MAIN AGREEMENT effective as of: _____ (“Effective date”(date of last signature below to be used)) between Racine Water Utility, Wisconsin (“Owner/ Client”) (Owner used in Main Agreement, Client used in Main Agreement Exhibits and all Task Order Exhibits) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, Owner and DIXON have executed this Main Agreement. The Owner’s Project/s, of which DIXON’s Services under this Agreement will be a part, will be identified in each individual Task Order and DIXON’s services as detailed in Exhibit A.

This Main Agreement shall remain in effect through the date of December 31, 2036.)

This service fee will be the (Estimated/Lump Sum) Amount, designated in each Task Order.

Proposals / Agreement Signatures

Kayla Mulcahy, Project Manager February 23, 2026
PROPOSED by DIXON (Not an Agreement until approved by DIXON PM or Officer) PROPOSAL DATE

AGREEMENT APPROVED BY OWNER POSITION DATE

Co SIGNATURE of Owner (if required) POSITION DATE

Co SIGNATURE of Owner (if required) POSITION DATE

AGREEMENT APPROVED by DIXON POSITION DATE

With the execution of this Main Agreement and any subsequent Task Order, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: _____
Address for Owner’s receipt of notices: _____

Phone: _____
Email: _____

Designated Person: Kayla Mulcahy
Address for DIXON’s receipt of notices: _____
Dixon Engineering, Inc.
4811 S. 76th St., Suite 109
Greenfield, WI 53220
Email: kaylamulcahy@dixonengineering.net

Any notice required under this Main Agreement or Task Orders shall be in writing, addressed to the Designated Contact Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt. Since this is a long-term Agreement, it may be necessary to change the Designated Person from time to time. To change a name, writing is required, but does not require the formal notice procedure, an email is sufficient, or Ex K Amendment may be used. Neither party assumes liability for failure to notify a changed party without writing.

Owner and DIXON further agree as follows:

ARTICLE 1 Task Order Procedure

1.01 Task Order Procedure

- A. From time-to-time Owner may request that DIXON provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement and Exhibits, sets forth the general terms and conditions that apply to all duly executed TO's.
- B. The general recommended format of a Task Order is presented in the accompanying Exhibit R – Resource Documents.
- C. Signing this Main Agreement is not a commitment by Owner to issue any Task Orders.
- D. DIXON will prepare and sign and Date the Task Order first as a Proposed Task Order. The Client has the right to reject or ask for revisions to the Proposed Task Order. When signed by Client without revisions then the Task Order is considered fully executed. DIXON will honor the fee proposed in Task Order for a period of 6 months from the Proposal Date of the Task Order after which time an adjustment to this fee may be necessary. If Owner signs the Task Order after 6 months and DIXON determines no price adjustment is required, then that Task Order is valid.
- E. Each duly executed Task Order will be subject to the terms and conditions of:
 - 1. This Main Agreement including the Main Agreement's Exhibits, and any executed written amendments of the Main Agreement and;
 - 2. The specific Task Order itself including the specific Task Order's Exhibits and any amendments or modifications of the specific Task Order.
- F. Each specific Task Order will indicate:
 - 1. Project Background Data;
 - 2. Specific services to be performed by DIXON ("Scope"),
 - 3. Additions or Modifications to Owner's Responsibilities;
 - 4. Task Order Schedule;
 - 5. DIXON's Compensation for Task Order
- G. With respect to the DIXON's Scope of Services under a specific Task Order, each specific Task Order will either:
 - 1. Be accompanied by and incorporate an Exhibit A/B, "DIXON's Services and Owner's Responsibilities Under Task Order," prepared for the specific Task Order, or
 - 2. State a customized scope of services schedule in the Task Order document itself or in an attachment.
- H. When a specific Task Order is duly executed by Owner and DIXON, the Task Order and its Exhibits become an integral part of the Agreement, governed by this Main Agreement and its Exhibits.
- I. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), DIXON will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.
- J. Task Orders may be amended as set forth in this Agreement.
- K. DIXON Services - Evaluation, Design, and Post Construction Observation, and DIXON Resident Representative (DRR) Services: TO# __EXHIBIT A

- L. DIXON will not be obligated to perform any prospective Task Order unless and until, Owner and DIXON agree to the particulars of the assignment, including the Scope of DIXON's Services, time for performance, DIXON's compensation, and all other appropriate matters, and include such particulars in the Task Order, and Owner and DIXON both sign the TO.
- M. Antenna Services: TO#__ EXHIBIT B
 - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON and/or Owner will perform these services as directed and agreed, in Exhibit B-Task Order. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. Each task must be assigned in each TO#__ Exhibit B, to the party (DIXON/Owner) responsible for that defined service.
 - 2. These services may involve coordinating with the Telecommunication Carriers for removal of equipment prior to the start of any rehabilitation. Failure to have antennas or other Work timely completed prior to Rehabilitation Contractor's arrival may result in a request for extra by Contractor. It is essential that if Owner intends to complete some or all of these services, that the division of responsibility be completed prior to issuance of Task Order.

ARTICLE 2 DIVISION of SERVICES OF DIXON and RESPONSIBILITIES of ENGINEER

2.01 Background - DIXON has combined the EJCDC six construction project phases into five phases by combining the Preliminary Design Phase with the Final Design Phase. The five phases: Phase 1- Evaluation Phase, Phase 2- Design and Technical Specification, Phase 3-Contract Document and Bidding, Phase 4-Construction, and Phase 5-Post Construction. We then included DIXON's Basic Services, DRR Services, and Client's Responsibilities for each respective Phase. We have since added a sixth Phase back in after the Post Construction Phase which is Phase 6-Maintenance - Security and Health Annual Inspections (starting at least a year after the warranty Post Construction Phase).

- A. For Work in each contracted Phase DIXON has further subdivided each Exhibit A Phase into DIXON Scope of Services for that Phase, DIXON Resident Representative Services for that respective Phase, and Owner's Responsibilities for each respective Phase.
- B. Most of the responsibilities of the Owner are detailed in this Main Agreement. Owner's Responsibilities that are Phase specific are listed in the appropriate phase of Exhibit A, Task Order. There is not an Exhibit A in the Main Agreement.
- C. Exhibit B was changed to Dixon's Services and Client's Responsibilities for Antennas. Exhibit B is not used on every project, but when used, it follows the same format as Exhibit A. There is not an Exhibit B in the Main Agreement.

2.02 DIXON shall provide or cause to be provided Basic (General) Services that may apply to Multiple phases:

- A. **Basic Engineering Services.** All services may not apply to all Task Orders. Basic Services include:
 - 1. All phases of DIXON's services under each Task Order will include management of DIXON's Specific Project responsibilities
 - 2. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project.

3. Prepare for and participate in periodic Progress Meetings where itemized, and prepare agendas prior to, and minutes following all DIXON-led meetings. Contractor's safety Meetings excluded.
 4. (Items 2 and 3 above) All meetings must be itemized and invoiced per meeting.
 5. Sequencing and Coordination
- B. DIXON's specific services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project. (Task Order #_ Exhibit A)
- 2.03 Owner shall provide or cause to be provided:**
- A. The responsibilities of Owner set forth in this Main Agreement, apply to each Specific Project and each specific Task Order, but may not apply to all Phases. Supplemental technical or field responsibilities of Owner applicable only to a specific Task Order will be stated in that specific Task Order.
 - B. Owner's General Responsibilities:
 1. Inform DIXON of the policies, procedures, and requirements of Owner that are applicable to DIXON's performance of services under this Agreement and under each Task Order.
 2. Inform DIXON in writing of any safety or security programs that are applicable to the personnel of DIXON, its Subconsultants, and Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.
 3. Arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under this Agreement and under each Task Order.
 4. Provide DIXON with Project related information and data needed by DIXON.
 5. Provide necessary direction and make decisions, including prompt review of DIXON's submittals, and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance.
 6. Be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to DIXON pursuant to this Agreement or any Task Order. DIXON may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.
 7. With respect to the portions or phases of each Specific Project designed or specified by DIXON, Owner shall provide, obtain, or arrange for 1.) all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and 2.) such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.
 8. Give prompt written notice to DIXON whenever Owner becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituent of Concern; or any relevant, material defect or nonconformance in DIXON's services or the Work, the performance of any Contractor, or Owner's performance of its responsibilities under this Agreement.
 - C. Perform or provide the following:

1. Responsibilities set forth in this Main Agreement.
 2. Responsibilities set forth in each TO#__ Exhibit A.
 3. Responsibilities set forth in each TO#__ Exhibit B, (if used in a Task Order) as a division of responsibilities between DIXON and Owner.
- D. Owner shall pay DIXON for Services as summarized in each Task Order - EXHIBIT C-1 (Attachment 1).

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Term of this Main Agreement

- A. This Agreement will be effective and applicable to Task Orders issued hereunder for the time period listed on page 1 of this Main Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

ARTICLE 4 Commencement and Completion

4.01 Schedule of Work

- A. DIXON is authorized to begin rendering services as of the Effective Date (but not earlier) or mutually agreeable date. Effective Date can be found in each individual Task Order.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period of time for rendering services, or specific dates by which services are to be completed are required, the dates are to be provided in the individual Task Order and are hereby agreed reasonable.
- C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably with the appropriate year's (the year the Work is to be completed) Exhibit C Attachment 1 and 2. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C- Attachment 2), is considered a Change in Scope of Services.
- D. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 5 PER EXHIBIT C – BASIS OF FEES, INVOICING, (COMPENSATION)

ARTICLE 6 PER EXHIBIT GP - GENERAL PROVISIONS

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meanings indicated in the Construction Contract Documents, EJCDC C-700. These definitions are incorporated by reference into this Agreement.
- B. Additional definitions pertinent to invoicing or payment are in Exhibit C.

ARTICLE 8 EXHIBITS AND PHASES

- A. EXHIBITS are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders. The following Exhibits and Amendments are incorporated as part of this Main Agreement:
 - 1. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters and Exhibit C – Attachment C-2 Standard Hourly Rates and Reimbursable Expenses (renewed annually with successive Task Orders.), Attachment C-1- Project Costs reserved for specific TO.
 - 2. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 3. EXHIBIT GP, General Provisions from the Agreement and Exhibits that are relevant to the performance of the Task Order Projects. Provision that deal strictly with the formation of this Agreement, such as Severability, were moved to this Main Agreement Article 10.
 - 4. EXHIBIT IR, Insurance Requirements and Limits of Liability.
 - 5. EXHIBIT R, Resource Documents Main Agreement:
 - a. Task Order Form and Exhibits to Task Order. Exhibit R - the Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as a standard, as the basis for a duly executed Task Order and its Exhibits.
- B. EXHIBIT K, Amendment to Owner-DIXON Main Agreement for Services added or changed after effective date of this Agreement or for clarification if requested. An EX K may be used as an Amendment to Task Orders also.
- C. EXHIBITS to be added as needed and attached to Task Order:
 - 1. EXHIBIT A, DIXON's Services and Client's Responsibilities.
 - 2. EXHIBIT B, Antenna Services to be performed by DIXON or Owner.
 - 3. EXHIBIT C, Attachments C-1, and C-2.
- D. Background - The original EJCDC Document contained EXHIBITS D, F, G, H, and I, which were merged with other Exhibits, the Exhibits were renamed, or not used.
- E. Exhibit J is an Addendum which in the past was used to modify an Agreement before it was signed. Now with computers, most changes requested are made directly to the Agreement before signing. Exhibit J is available upon request.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.01 PROVISIONS

- A. Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (the General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.02 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or Task Order will survive its completion or termination for any reason.

9.03 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid

and binding upon Owner and DIXON, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.04 Successors, Assigns, and Beneficiaries:

- A. Owner and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON 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.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Main Agreement or any Task Orders or their associated Exhibits shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.05 No Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision for the remainder of this Agreement.

9.06 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion or, if DIXON's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to DIXON under the applicable Task Order.

9.07 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.08 Total Agreement, Amendments to Main Agreement and Task Orders:

- A. This Main Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings.
 - 1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.
 - 2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment (EX K) to the Task Order.
 - 3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order and then for that Task Order only.
- B. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located. DIXON and Owner shall comply with state Laws and Regulations.

BASIS OF FEES, INVOICING, AND PAYMENT

Part 1 BASIS OF FEES**C1.01 Basis:**

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 - a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
 3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - 1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - 2) The estimator then calculates Reimbursable Expenses based on the same criteria.
 - 3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. The Lump Sum Method:
 1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
 2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical

Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.

3. DIXON may use a Lump Sum for the entire project.
- C. The Unit Price Method:
1. Reimbursable expenses are calculated and included in Unit Prices.
 2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.
- E. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.
- F. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
- G. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.
- B. RPR (DRR) Services are contractually agreed services per Exhibit A Task Order or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often an Agreement for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#__ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.
- E. Antenna Services are defined in Ex B. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in EX C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this

Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional observation costs.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
 1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of

hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
 - 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
 - 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis.
- B. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
- D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
- E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 - 1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
 - 2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.

- H. Disputed Invoices: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

- A. Minimum Hourly and Weekly requirements.
 - 1. Daily RPR Services -8 hours per day plus travel time and mileage.
 - 2. Full Time RPR Services:
 - a. Minimum workday - 8 hours.
 - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
 - c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
 - d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
 - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

- A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report.

Attachment C-2

Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$500.00	
Officer/Associate	\$210.00	
Project Manager	\$195.00-\$220.00	\$292.00-\$330.00
Engineer	\$220.00-\$260.00	\$330.00-\$390.00
CWI Welding RPR	\$215.00-\$240.00	\$322.00-\$360.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$148.00-\$198.00	\$222.00-\$297.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$134.00-\$174.00	\$201.00-\$261.00
DIXON Level 1 or AMPP General Level 1 RPR	\$124.00-\$154.00	\$186.00-\$231.00
Contract Support Staff	\$154.00-\$194.00	\$231.00-\$291.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$185.00 per diem	\$185.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2025 (Revised: 10/21/2024)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.
Minimum Version Required	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	2016-2025 (2020)
Microsoft® Word	Office 97-Office 2021 (Office 2007)
Microsoft® Excel	Office 97-Office 2021 (Office 2007)

GENERAL PROVISIONS and RELATED CONDITIONS

Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

GP1.01 Standards of Performance:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, and its Consultants 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 their publishers, or technical standards.
- D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.
- E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:

- A. DIXON's Services and Additional Services do not include:
 - 1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the 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

GP1.03 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON 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, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

GP1.04 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
 - 1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
 - 2. DIXON grants Client a limited license to use the Documents on the Specific Project.
 - 3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
 - 4. The limited license to Client shall not create any rights in third parties.

GP1.05 Controlling Law and Compliance with Laws and Regulations:

- A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
- B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
- C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
- D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:

- A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
- B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

GP1.07 Visits to Site and Observation of Construction

- A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:

1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
 2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
 3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
 4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
 5. DIXON shall keep Client informed of the progress of the Work.
- B. The purpose of DIXON's visits to the Site including efforts of DRR,
1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
 2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
- C. DIXON shall not during such visits or as a result of such observations of the Work,
1. supervise, direct, or have control over the Work,
 2. nor shall DIXON have authority over or responsibility,
 - a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
 - b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
 - c. for the coordination of the Contractors' work or schedules, nor
 - d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
 - e. for the acts or omissions of any Contractor
 - f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.
- D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.
- E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

GP1.08 Environmental Condition of Site: Constituents of Concern (CC)

- A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:

1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), 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.
 2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “Undisclosed” Constituents of Concern.
 3. “Known” Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered “Known” CC.
- C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
- D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.
- E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.
- F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.

GP1.09 Dispute Resolution: DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

GP1.10 Suspension and Termination:

- A. Suspension:

1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
 - a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 - b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.
- B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:
1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 2. By DIXON: Upon seven days written notice:
 - a. if Client demands that DIXON furnish or perform services contrary to DIXON’s responsibilities as a licensed professional; or
 - b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON’s control, or
 - c. as the result of the presence at the Site of undisclosed Constituents of Concern.
 3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, 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. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. Termination for Convenience - by Client and is effective upon DIXON’s receipt of notice from Client.
- D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a “suspension” or reason for Termination.
- E. DIXON shall have no liability to the Owner or Client, on account of such termination.
- F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.
- G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.
- H. Payments Upon Termination: In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client 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, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

GPI.11 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.
- B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

INSURANCE REQUIREMENTS AND INDEMNIFICATION

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

IR1.01 Insurance Requirements

- A. The limits of liability for the insurance required by the Agreement are as follows:
1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :
 - a. Worker' Compensation Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each Accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence (Bodily injury and Property damage) \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate \$2,000,000
 - e. Automobile Liability – Combined Single Limit \$1,000,000
 - f. Professional Liability - (required only of Engineer Client)
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000

IR1.02 Insurance Requirements

- A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.
- B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON's Services and at renewals thereafter during the life of the Agreement.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. If any policy of property insurance relating to the Project, including but not limited to any builder's risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder's risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

- E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

PART 2 LIMITATIONS OF LIABILITY

IR2.01 Definitions:

- A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.
- B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR2.02 Indemnification

- A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:
 - 1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by negligent act or omission of DIXON or Client, and associated Parties 1 and 2.
- B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided by Client with respect to

Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed \$25,000.

IR2.03 Mutual Waiver

- A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

IR2.04 Percentage Share of Negligence

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

IR2.05 No Defense Obligation

- A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.

REFERENCE DOCUMENTS

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and DIXON for Professional Services—Task Order Edition dated [date], Owner and DIXON agree as follows:

ARTICLE 2—TASK ORDER DATA

Background Data:

Effective Date of Task Order: _____
 Owner: _____
 DIXON: _____
 Project: _____
 Project Scope: _____
 Related Task Orders: _____
 Supplemented by this Task Order: _____
 Superseded by this Task Order: _____

Execution of this Task Order by Owner and DIXON makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:
 By: _____
 Print Name: _____
 Title: _____
 Effective Date of Task Order _____

DIXON:
 By: _____
 Print Name: _____
 Title: _____
 Proposal Date of Task Order _____
 DIXON's License No. (if _____
 required) and State: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
 Name: _____
 Title: _____
 Address: _____
 E-Mail Address: _____
 Phone: _____
 Date: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
 Name: _____
 Title: _____
 Address: _____
 E-Mail Address: _____
 Phone: _____
 Date: _____

ARTICLE 3—SERVICES OF DIXON (“SCOPE”)

- A. The specific Basic Services to be provided or furnished by DIXON under this Task Order are:
 1. Exhibit A to Task Order, “DIXON's Services for Task Order,” as attached to this specific Task Order. Ex A Services to Task Order are divided between Basic and RPR Services per construction phase.
 2. If antenna Services are involved; Exhibit B to Task Order is used. All of Exhibit B Services are also divided by Basic and RPR and per Phase.
 - a. Many of the services completed under TO#__ Exhibit B may be completed by Owner.

- b. These services may involve coordinating with the Telecommunication Carriers for removal of equipment prior to the start of any rehabilitation. Failure to have antennas or other Work timely completed prior to Rehabilitation Contractor's arrival may result in a Request for Extra. It is essential that if Owner intends to complete some or all these services that the division of responsibility be completed prior to issuance of Task Order.
3. All services not specifically detailed in Ex. A or Ex. B are Additional Services.

ARTICLE 4—ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order:
 1. Owner's additional responsibilities per Construction Phase are detailed in TO#__ Ex. A
 2. Owner's additional responsibilities for antennas, if any, are detailed per phase in TO#_ Ex. B.

ARTICLE 5—TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibits or elsewhere, the parties shall meet the following schedule: (N/A)

ARTICLE 6—DIXON'S COMPENSATION

- A. The terms of payment are set forth in Exhibit C of the Main Agreement.
 1. Owner shall pay DIXON for services rendered under this Task Order as follows:
 2. See TO#__ EX C Attachment 1
 3. Other _____

ARTICLE 7—EXHIBITS AND ATTACHMENTS:

- A. Exhibit A to Task Order—DIXON's Services and Owner's Responsibilities Under Task Order.
- B. Exhibit B to Task Order—Antenna Services by Owner and/or DIXON.
- C. Exhibit C Attachment 1 to Task Order—Summary of DIXON's Compensation Costs Schedule of Values.
- D. Exhibit C Attachment 2 to Task Order – Employee Billable Rates and Terms (if Work is into the next or more annual cycles from Effective Date of Main Agreement.

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Task Order is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC Services), and Resident Project Representative (RPR) Services. If Antenna Services are included those services are detailed in Exhibit B.

PART 1 – Outline Format

A1.01 Evaluation Phase – Maintenance Inspection:

A1.02 Design Phase – Technical Specifications:

A1.03 Bidding and Contract Document Phase:

A1.04 Construction Phase:

A1.05 Post Construction Phase:

A2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
 - 1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.

ANTENNAS ON TOWERS

B1.00 General:

B1.01 Phase 1- Evaluation Phase

B1.02 Phase 2- Design and Technical Specification

B1.03 Phase 3- contract Document and Bidding

B1.04 Phase 4- Construction

B1.05 Phase 5- Post-Construction

B1.06 Completion

B1.07 Responsibilities of Client

B2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above as a DIXON supplied service and/or delegated as a Responsibility of Client in Part B1 will be considered an Additional Service.
1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.
 2. If timing or other reason require the Client to reallocate responsibility to DIXON, then those reallocated responsibilities are treated as an Additional Service.

SUMMARY OF DIXON’S COMPENSATION COST SCHEDULE

1. The total compensation for services under this Agreement is the estimated total compensation amount of \$ _____ and summarized as follows:

SCHEDULE of VALUES				
Description of Services	#of Units	Unit Price	Amount	Basis of Compensation
Evaluation Phase				
Design Phase				
Bidding and Contract Document Phase				
Construction Phase				
Post Construction Phase				
Subtotal				
Antenna Exhibit B				
Exhibit B, Item B1.01 A				Lump Sum
Exhibit B, Item B1.03 B				Standard Hourly Rate
Exhibit B, Item B1.03 C				Unit Price
Subtotal Antennas				
Total				

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this Schedule of Values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total cost in excess of the total compensation amount unless approved by the Owner.