ORDINANCE NO. 2024-4454

ORDINANCE APPROVING THE AGREEMENTS AND ADDENDA WITH DIXON ENGINEERING, INC. FOR PROFESSIONAL SERVICES RELATIVE TO THE VILLAGE'S WATER TOWER AT 100 MANCHESTER DRIVE

WHEREAS, the Village of Barrington is an Illinois municipal corporation located in Cook and Lake Counties, Illinois (hereinafter, the "Village"), and the Corporate Authorities of the Village have determined that it is necessary to inspect, clean, repair, and paint the Village's 400,000 gallon spheroid water tower located at 100 Manchester Drive ("the Water Tower"); and

WHEREAS, the Village requested and has received from Dixon Engineering, Inc. ("Dixon") a proposal to provide to the Village certain engineering and other professional services in order to prepare for and implement the proposed cleaning, repair, and painting of the Water Tower, as follows:

Antenna Coordination, Project Administration, Pre-Construction Meeting, Weld Observations, Wet Interior, Exterior, Dry Interior, & Piping Coating Observations, and One (1) Year ROV Warranty Observation on the 400,000 Gallon Spheroid (Oaks Tower) as more specifically described in Dixon's Proposal entitled "Agreement Between Owner and Dixon for Professional Services" (Contract No. 99-16-52-06) dated September 30, 2024 and all Exhibits attached thereto, for a total not to exceed cost in the aggregate of $69,100.

(collectively referred to herein as the "Project"); and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its residents to approve both of the aforesaid Dixon Proposals respectively dated September 30, 2024, and execute related Addendums with Dixon for the provision of all of the professional services contemplated to complete the Project, as set forth above:

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of its authority as a Home Rule Unit, as follows:

SECTION 1: That the Corporate Authorities of the Village find that the facts as stated in the preamble hereof are true and correct and are incorporated herein by reference as if fully set forth.

SECTION 2: That the Corporate Authorities of the Village hereby approve proposal received from Dixon Engineering & Inspection Services, Inc., relative to the inspection, cleaning, repair, and painting of the Village's water tower located at 100 Manchester Drive, and other related professional services (the "Project"), as follows:

(A) Dixon's Proposal entitled "Agreement Between Owner and Dixon for Professional Services" (Contract No. 99-16-52-06) dated September 30, 2024, and all Exhibits attached thereto, for the inspection of the Water Tower and preparation of technical specifications, bidding and contract documents, and bid opening for the maintenance, repair and painting

of the Water Tower. Antenna Coordination. Project Administration. Pre-Construction Meeting. Weld Observations. Wet Interior. Exterior. Dry Interior. & Piping Coating Observations. and One (1) Year ROV Warranty Observation on the 400,000 Gallon Spheroid (Oaks Tower) as more specifically described in Dixon's Proposal entitled "Agreement Between Owner and Dixon for Professional Services" (Contract No. 99-16-52-06) dated September 30. 2024. and all Exhibits attached thereto. for a total not to exceed cost in the aggregate of $69.100.

all pursuant to the respective Contract Documents which shall consist of the following:

Exhibit A-1: Dixon's Proposal entitled "Agreement Between Owner and Dixon for Professional Services" (Contract No. 99-16-52-06) dated September 30, 2024, and all Exhibits attached thereto relative to the Services;

Exhibit A-2: Addendum to Agreement Between the Village of Barrington and Dixon Engineering & Inspection Services for Professional Services relative to Services No. 1;

which documents shall be substantially in the form attached hereto as Group Exhibit A and thereby expressly made a part hereof (all collectively referred to herein as the "Contract" or the "Contract Documents" or as "Group Exhibit A"). Pursuant to Section 1-6A-6 of the Barrington Village Code, the Corporate Authorities hereby waive any and all requirements for competitive bidding or alternative proposals as may otherwise be required by law or by ordinance with respect to both of the aforesaid Dixon Engineering & Inspection Services respective proposal dated September 30, 2024, and the related Addendums with Dixon Engineering.

SECTION 3: The Village President is hereby authorized to execute the Contract Documents, and the Village Clerk is hereby authorized to attest thereto and deliver to Dixon Engineering & Inspection Services, Inc. an executed copy of the Contract Documents, which shall all be substantially in the form attached hereto as Group Exhibit A, and to otherwise take all the necessary and appropriate actions in order to commence and complete the professional engineering services to be provided by Dixon with regard to the Project in a timely manner, including but not limited to the execution and delivery of any other documents related thereto, in order to accomplish the purposes and intent of the Contract Documents.

SECTION 4: This Ordinance shall take effect from and after its passage and approval as provided by law.

PASSED THIS 11 DAY OF NOVEMBER, 2024, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lohmeyer, Sholeen, Wondrasek, Duncan, Moran, Prigge and President Darch

NAYS: NONE

ABSENT: NONE

ABSTAIN: NONE

RECUSE: NONE

APPROVED THIS 11 OF NOVEMBER, 2024

Karen Y Darch

Karen Darch, Village President

ATTESTED AND FILED THIS
11 DAY OF NOVEMBER 2024

Tony Ciganek

Tony Ciganek, Village Clerk

(SEAL)

GROUP EXHIBIT A

Exhibit A-1:	Dixon's Proposal entitled "Agreement Between Owner and Dixon for Professional Services" (Contract No. 99-16-52-06) September 30, 2024, and all Exhibits attached thereto relative to the Services
Exhibit A-2:	Addendum to Agreement Between the Village of Barrington and Dixon Engineering & Inspection Services for Professional Services relative to the Services

DIXON
ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone (414) 529-1859
Fax (414) 282-7830

AGREEMENT BETWEEN OWNER AND DIXON

FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: November 11, 2024 ("Effective date") between Village of Barrington, Illinois ("Owner") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the ("Owner") and ("DIXON") have executed this Agreement. The Owner's Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: **Antenna Coordination, Project Administration, Pre-Construction Meeting, Weld Observations, Wet Interior, Exterior, Dry Interior, & Piping Coating Observations, and One (1) Year ROV Warranty Observation on the 400,000 Gallon Spheroid (Oaks Tower)** ("Project").

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **$69,100.**

Proposals / Agreement Signatures

Todd Schaefer, Project Manager		September 30, 2024
PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer)		PROPOSAL DATE
Karen Y Rauch	Village President	11/11/2024
CONTRACT APPROVED BY OWNER	POSITION	DATE
Co SIGNATURE (if required)	POSITION	DATE
Todd Schaefer	Project Manager	October 10, 2024
AGREEMENT APPROVED by DIXON	POSITION	DATE

With the execution of this Agreement, 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: Kevin Feske	Designated Person: Todd Schaefer
Address for Owner's receipt of notices:	Address for DIXON's receipt of notices:
Village of Barrington	Dixon Engineering, Inc.
302 Raymond Drive	4811 S. 76th St., Suite 109
Barrington, IL 60010	Greenfield, WI 53220
Email: kfecske@barrington-il.gov	Email: toddschaefer@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract 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 be shall effective upon the date of receipt.

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Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

A. Contract and Project Management (Basic)Services: EXHIBIT A Part 1
B. Resident Project Representative (RPR): EXHIBIT A Part 1
C. Antenna Services: EXHIBIT B
   1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services that can be completed by the Owner. In most antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned to Exhibit B.
D. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
B. The Owner shall 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 the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

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 meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

A. EXHIBITS Included:
   1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
   2. EXHIBIT B, Antenna Services to be performed by DIXON or Owner.
   3. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
   4. EXHIBIT C, Attachments C-1, and C-2.
   5. EXHIBIT E, Electronic Documents Protocol (EDP).
   6. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
   7. EXHIBIT IR, Insurance Requirements and Limits of Liability.
B. EXHIBITS to be added as needed:
   1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).

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2. EXHIBIT K. Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.

C. EXHIBITS D, F, and H from EJCDC merged with other EXHIBITS or not used.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 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.)

9.01 Survival:

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

9.02 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, which 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.

9.03 Successors, Assigns, and Beneficiaries:

A. Owners 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 Agreement 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.

9.04 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 or of the remainder of this agreement.

9.05 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.

9.06 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.

9.07 Total Agreement:

A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This 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.

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DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

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

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase. Exhibit B Antennas, when used, will follow the same format.

PART 1

A1.04 Construction Phase:

A. Basic Services:
   1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
   2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
   3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
   4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
   5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures
   1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
   2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
   3. Hold Point General:
      a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
      b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
      c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).
      d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point are itemized in EXHIBIT C, Attachment C-1.
   4. Hold Point Weld/Modifications- Observe, Record, Report, and:
      a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).
   5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary each Site visit observation.

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a. Review abrasive and coating materials for approved manufactures.
b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
d. Review coating mixing, thinning, and manufacturer's application requirements.
e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
f. Observe wet interior using high/low voltage holiday detection.
g. Observe applied coating for dry film thickness, coverage, uniformity, and cure.

6. Hold Point Coating Wet Interior - Observe, Record, Report, and:
   a. Low pressure water cleaning (LPWC) for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for abrasive blast cleaning.
   b. Verify test area for abrasive cleaning meets or exceeds minimum of specified standard.
   c. Collect spent abrasive for sampling and testing.
   d. Abrasive blast cleaning prior to application of the prime coat.
   e. Prime coat prior to application of the next coat.
   f. Intermediate coat prior to application of the stripe.
   g. Stripe coat prior to application of the topcoat.
   h. Topcoat for compliance with specifications.
7. Hold Point Coating Exterior - Observe, Record, Report, and:
   a. Low pressure water cleaning (LPWC) for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for abrasive blast cleaning.
   b. Collect spent abrasive for sampling and testing.
   c. Abrasive blast cleaning prior to primer application.
   d. Prime coat prior to application of the epoxy intermediate coat.
   e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
   f. Urethane intermediate coat prior to application of the topcoat.
   g. Topcoat for compliance with specifications.
   h. Check foundations coating for compliance with specifications.
8. Hold Point Coating Dry Interior- Observe, Record, Report, and:
   a. Abrasive blast cleaning prior to application of the prime coat.
   b. Collect spent abrasive for sampling and testing.
   c. Spot power tool cleaning for thoroughness, surface profile, feathering, and compliance with specifications.
   d. Spot prime coat prior to application of the topcoat.
   e. Topcoat for compliance with specifications. Review all contract items to ensure they have been completed according to contract requirements.
9. Hold Point Coating Pit Piping- Observe, Record, Report, and:
   a. Abrasive blast cleaning prior to application of the prime coat.
   b. Collect spent abrasive for sampling and testing.
   c. Prime coat prior to application of the topcoat.
   d. Topcoat for compliance with specifications.
10. Hold Point Project Finalization:
    a. Review all repairs not installed until after coating.
    b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
    c. Observe the installation of screens, light bulbs, etc.

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d. Observe Site for restoration to pre-project conditions.
e. Formulate a punch list of items to complete.
f. Finalize the project to ensure all items in the contract specifications have been completed. and the quality of workmanship meets contract requirements.

C. Construction Phase - Owner's Responsibilities:
1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A1.05 Post Construction Phase:

A. Basic Services:
1. One Year Warranty Observation - ROV and Exterior:
a. Review all wet or dry interior surfaces for corrosion and/or damage, qualify and quantify damage for repairs. All coating repairs needed are to be quantified by extrapolation of a measured area and compared with warranty requirements.
b. Observe the exterior coating and quantify damages.
c. Review all repairs completed during Construction Phase.
d. Review all exterior appurtenances for damage due to corrosion or construction.
e. Review exterior of the exposed foundations.
f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format.

D. Post Construction Phase - Owner's Responsibilities:
1. Warranty Observation - ROV Observation:
a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
b. Perform chlorine residual and bacteriological testing after completion of observation.
2. Warranty Observation - Exterior:
a. Provide scheduling for mutually agreeable inspection date.
b. Provide access to DIXON personnel to all areas scheduled for inspection.
c. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.

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 Exhibit K, Contract Amendment signed by both parties.

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ANTENNAS ON TOWERS

B1.04 Post Construction Phase - Antennas:

A. Three (3) review design modifications/improvements (by others) for reinstallation of AT&T, T-Mobile, and Verizon equipment back onto the tank after the rehabilitation/painting project is completed.

B. Assist the Owner on an as-needed basis in coordinating reinstallation of AT&T, T-Mobile, Verizon, and other antenna equipment back onto the tank after the rehabilitation/painting project is completed.

C. Conduct six (6) reinstallation inspections of the tank once the AT&T, T-Mobile, Verizon, and other equipment has been reinstalled back onto the tank after the rehabilitation/painting project is completed.

B2.01 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 Exhibit K, Contract Amendment signed by both parties.
   2. If timing or other reason requires the Owner to reallocate responsibility to DIXON.

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BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), Post Construction Observation and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

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 and Definitions 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 3 Construction, Basic, and RPR 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. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
   3. 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.
      a. 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.
      b. The estimator then calculates Reimbursable Expenses based on the same criteria.
      c. 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. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitutes full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
C. 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.
   1. DIXON may use a Lump Sum for the entire project.
D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in the Unit Price methods.

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1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).
2. Exhibit J Amendment: If Amendment changes Scope of Services, then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
4. 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.

E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

A. Basic Services to be performed are identified as Basic Services 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 SHR method. These services are contracted services and thus are prior authorized.

B. RPR Services contractually agreed services per Exhibit A 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 a Contract 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 contract such as Preconstruction Meeting and review of Final Pay Request. 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 thus 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. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.

E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

A. Contracted Fees are detailed in this Exhibit 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

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required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.

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 Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses is not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, 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 Owner 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 were determined to be a failed inspection and,
      d. Work is defective, requires correction or replacement including additional inspection costs.
   2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

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 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 Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner'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 Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner 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 requirements of these paragraphs are not negotiable. An RPR is a professional, and if the RPR remains on Site, the RPR is guaranteed the minimum number of hours. Negotiations may 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:

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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 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 to implement 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 Owner monthly. 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.
B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
C. Failure to Pay: If Owner 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.
D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner 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.
E. 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 the Owner.

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 Observer is also working more than 40 hours, if work being completed rises to the level of reporting.
      c. Rain days or no workdays as determined by Owner or Contractor- minimum billable time is 4 hours, no site time required.

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d. Delayed start days as determined by Contractor. (ex. Rain delayed start) – minimum billable time is actual delay time and time on site. Total billable time cannot be less than 4 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 the Base Office. On site time at a minimum is time to complete observation and to complete report.

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SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Sixty-Nine Thousand, One Hundred Dollars, $69,100** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.04-Preconstruction Meeting			$1,350	Lump Sum
A1.04-Other Defined Basic Services - Project Administration			$6,500	Lump Sum
A1.04-RPR Services Weld	2	$1,450	$2,900	Unit Price
A1.04-RPR Critical Phase Coating	32	$1,175	$37,600	Unit Price
A1.05-Warranty Observation			$3,650	Lump Sum
B1.04 A-Antenna- Post Construction Phase			$4,200	Lump Sum
B1.04 B- Antenna- Post Construction Phase (Not to Exceed)			$2,400	Standard Hourly Rate
B1.04 C- Antenna- Post Construction Phase	6	$1,750	$10,500	Lump Sum
Total			$69,100	

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 fee in excess of the total compensation amount unless approved by the Owner.

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STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

Labor Class	Per Hour	Overtime Rate
Principal	$400.00	
Officer/Associate	$200.00	
Project Manager	$187.00	$281.00
Engineer	$193.00	$289.00
CWI Welding RPR	$206.00-$226.00	$309.00-$339.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	$143.00-$188.00	$215.00-$282.00
DIXON Level 2 or AMPP Certified Level 2 RPR	$130.00-$164.00	$195.00-$246.00
DIXON Level 1 or AMPP General Level 1 RPR	$117.00-$142.00	$175.00-$213.00
Contract Support Staff	$149.00-$182.00	$223.00-$272.00

Expenses	Metropolitan	Out-State
Mileage	$0.80/mile + tolls	$0.70/mile
Lodging	$185.00 per diem	$185.00 per diem
Meals	$62.00 per diem	$57.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2024, Revised 9/28/2023

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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. The 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 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

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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 the 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.

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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	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	XLSX	

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.
DOCX	Microsoft® Word. docx format.
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.

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GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR EXHIBITS

GP1.00 Time for Completion:

A. The Effective Date of the Task Order and the times for completing services will be stated in each Task Order.

B. 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. 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 and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's Exhibit C Attachment 1 and 2.

C. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services: the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.

D. The Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.

E. 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.

GP1.01 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 construction 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 verbally by DIXON.

GP1.02 Standards of Performance and Limitations of Authority of DIXON with Owner and Owner's Contractor:

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. 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.

1. DIXON and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

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2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided DIXON under this Agreement.

C. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON Owner or Bidder: DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

D. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A. 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.

E. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.

F. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible:
   1. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or
   2. the safety precautions and programs incident thereto,
   3. or security or safety at the Project site, nor
   4. for any failure of a Constructor's furnishing and performing of its work.
   5. DIXON shall not be responsible for the acts or omissions of any Constructor or
   6. for Constructor's compliance with Laws and Regulations.

G. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services, nor assumes responsibilities for Contractor's failure to furnish material and provide the Work in accordance with Owner/Contractor Agreement.

H. 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.

I. 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.

J. DIXON shall not be required to sign any document, no matter by whom requested, that would result in DIXON having to certify, guarantee, or warrant conditions whose existence DIXON cannot ascertain within the authorized scope of DIXON's services. The Owner agrees not to make resolution of any dispute with DIXON or payment of any amount due to DIXON in any way contingent upon DIXON signing any such document.

K. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and

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proposals to others accurately describing its participation and participation of employees in the Project.

GP1.03 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. NOTE: A delayed project may require revisions of the Bid Documents.
   1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
   2. DIXON grants Owner a limited license to use the Documents on the Specific Project.
   3. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. If Owner reuses or modifies documents without authorization, Owner shall indemnify and defend DIXON from any liabilities that result from the reuse.
   4. The limited license to the Owner shall not create any rights in third parties.

GP1.04 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 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 Task Order. Upon Owner's request, DIXON shall provide a copy of any such item to Owner at cost.

GP1.05 Suspension and Termination:

A. Suspension:
   1. By Owner: Owner 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 Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
   3. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Task Order.
   4. A suspension under a specific Task Order, whether by Owner or DIXON, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause – Main Agreement: The obligation to provide further services under this Agreement 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:
      a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
      b. DIXON shall have no liability to the Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven 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.
   3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.

C. Termination for Cause – Task Order:

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1. Either party may terminate a Task Order 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 this Agreement and the specific Task Order, through no fault of the terminating party.
   a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph GP1.05.B.1 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.
2. In addition to its termination rights in Paragraph GP1.05. B.1, DIXON may terminate a Task Order for cause upon 7 days' written notice:
   a. If Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional.
   b. If DIXON's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond DIXON's control; or
   c. As the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern.
3. DIXON will have no liability to the Owner on account of any termination by DIXON for cause.

D. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner 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.

E. Payments Upon Termination:
   1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled 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, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
   2. The scheduled time between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.06 Controlling Law and Compliance with Laws and Regulations:

A. DIXON shall comply with all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02. A above, and to the extent compliance is not inconsistent with professional practice requirements.

B. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
   1. Changes after the Effective Date to Laws and Regulations.
   2. The receipt by DIXON; of changes after the Effective Date, of Owner-provided written policies and procedures.

C. 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, and as modified by DIXON unless expressly

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indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.07 Dispute Resolution:

A. The Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.

B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party has any financial or relational control over any panel member. DIXON will select, based on expertise in dispute. (DIXON pays fees for their panel member. Owner pays fees of their member, and third member's fees are to be paid as directed by the panel, even though the panel's final dispute resolution is not accepted).

C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.08 Environmental Condition of Site:

A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern. For purposes of this Paragraph GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to Paragraph GP1.08. A. 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.

1. 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.
2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
3. 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.
4. Constituents of Concern in the Coating Industry – DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C 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 C of C but are considered Disclosed C of C.

C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.

D. Owner acknowledges that DIXON is performing professional services for Owner 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.

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DIXON
ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

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EXHIBIT IR: Agreement Between Owner and DIXON

INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

A. The limits of liability for the insurance required on this project are as follows:

B. By DIXON:

1. Workers' Compensation:	Statutory
2. Employer's Liability:	
a. Bodily injury, each accident	$1,000,000
b. Bodily injury by disease, each employee	$1,000,000
c. Bodily injury/disease, aggregate	$1,000,000
3. General Liability:	
a. Each Occurrence (Bodily Injury and Property Damage)	$1,000,000
b. General Aggregate	$2,000,000
4. Excess or Umbrella Liability:	
a. Per Occurrence	$5,000,000
b. General Aggregate	$5,000,000
5. Automobile Liability:	
a. Combined Single Limit (Bodily Injury and Property Damage):	$1,000,000
6. Professional Liability:	
a. Each Claim Made	$2,000,000
b. Annual Aggregate	$2,000,000

C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.

D. 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 Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.

F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain 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 DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. The Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.

G. 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.

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H. At any time, Owner may request that DIXON or its Consultants, at Owner'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 Owner, and if commercially available, DIXON shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:
   1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
   2. 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.

IR1.01 Limitation of Liability:

A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in 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 Owner and anyone claiming by, though, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner'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

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 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 under the other party for damages caused in part by the negligence of the party and 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 Owner, DIXON, and all other negligent entities and individuals.

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ADDENDUM TO
AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND
DIXON ENGINEERING & INSPECTION SERVICES FOR PROFESSIONAL SERVICES

THIS ADDENDUM (hereinafter, the "Addendum") is made this _____ day of _____, 2024, by and between the VILLAGE OF BARRINGTON (hereinafter referred to as "Village") and DIXON ENGINEERING & INSPECTION SERVICES, Greenfield, Wisconsin (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village for project management and other professional services in connection with the maintenance, repair and painting of the Village's 400,000 gallon spheroid water tower at 100 Manchester Drive, Barrington, IL (the "Water Tower") which professional services include but are not limited to: antenna coordination, project administration; preconstruction meeting; weld observation; wet interior, exterior, and dry interior coating observation; piping; and one (1) year ROV warranty on the Water Tower (hereinafter referred to as the "Project", or the "Services") pursuant to and as such Services are more specifically described in the Consultant's Proposal entitled "Agreement Between Owner and Dixon for Professional Services" (Contract No. 99-16-52-06) and all Exhibits attached thereto dated September 30, 2024 (hereinafter collectively referred to as the "Consultant's Proposal") at a total not-to-exceed cost in the aggregate of $69,100.00. This Addendum shall be part of the Consultant's Proposal, and in the event of any conflict between this Addendum and any provision in the Consultant's Proposal and/or in any other related contract document(s), this Addendum shall govern and control. The Consultant's Proposal and all Exhibits attached thereto and this Addendum are sometimes collectively referred to herein as the "Contract".

WITNESSETH:

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Scope of Services: The Consultant agrees to and shall timely perform and fully complete all of the "Scope of Services" for the Project as set forth in the Consultant's Proposal, a copy of which is attached hereto and made a part of this Addendum as Exhibit A (the "Services").

2. Payment:

   A. Not to Exceed Payment: The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or the Project required by this Agreement the amount(s) set forth as follows:
      - ☐ the amount(s) set forth on Exhibit A (the "Consultant's Proposal");
      - ☐ the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and
      - ☒ subject to a not-to-exceed amount of $69,100.00 ("Contract Price")

   B. Invoices for Payments: The Consultant agrees to and shall prepare and submit:
      - ☐ an invoice to the Village which the Village shall pay upon completion and approval of the Services; or
      - ☒ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Services are completed to date by the Consultant.

   C. Village's Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act"). The Consultant and the Village acknowledge, understand, and agree that the Village is subject to the Act and payment to the Consultant by the Village shall be made in compliance therewith. The Act provides that any bills approved for payment shall be paid within thirty (30) days after date of approval of the invoice by the Corporate Authorities of the Village.

Notwithstanding any other provisions of any Contract Document, the Village shall not, in any manner, be considered to have accepted the Services, or any part thereof, or to have waived any claim related to such Services by making a final payment or by making any progress payment of any amount, where the Village determines that such Services, or any part thereof, is or are defective, deficient, or not in conformance with the Contract Documents.

3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Addendum and the Consultant's Proposal entitled "Agreement Between Owner and Dixon for Professional Services" (Contract No. 99-16-52-06) dated September 30, 2024, and all of the Exhibits attached thereto, which is attached hereto and thereby made a part hereof. In the event of any conflict between this Addendum and any other Contract Document, this Addendum shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Dates of Commencement and Completion: Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than April 15, 2025 (hereinafter the "Commencement Date"), and shall be completed no later than October 15, 2025 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Services which are the subject of the Contract Documents exceeds the Contract Price.

5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

6. Nonassignability. The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

7. Notices. All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.

9. Control and Inspection of Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless

fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.

10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.

B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.

C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.

D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.

E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Services:

(i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Barrington and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Services hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

(a) $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be $2,000,000.

(b) The Village of Barrington, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's Services, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Barrington and its officers, officials, employees, agents and/or volunteers.

(c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Barrington and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Barrington and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

(d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Barrington and/or its officers, officials, employees, agents and/or its volunteers.

(e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Barrington, and its officers, officials, employees, agents and volunteers" as additional insureds.

(g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Barrington, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

(ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury.

(iii) Workers' Compensation Insurance:

Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of $500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Barrington, its officers, officials, employees, agents and volunteers" for losses arising from Services performed by the Consultant for the Village.

(iv) Professional Liability:

(a) Professional liability insurance with limits not less than $1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed $50,000 without prior written approval.

(b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) Umbrella Policy:

If the general aggregate limit for Commercial General Liability coverage provided is less than $2,000,000, pursuant to Section 11(B)(i) above, then a $1,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Barrington.

D. All Coverages:

(i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
(a) Allowing Services by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
(b) Failure to examine, or to demand correction of any deficiency, of any Certificate of

Insurance and Additional Insured Endorsement received.

(ii) Each insurance policy required shall have the Village of Barrington expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.

F. Verification of Coverage: Consultant shall furnish the Village of Barrington with certificates of insurance naming the "Village of Barrington, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any Services commence. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.

G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any Services performed pursuant to this Contract.

I. Village May Rely on Its Membership in a Self-Insured Risk Pool: Notwithstanding any other provision in any contract document, the undersigned herein agree that the Village, at its own option, may satisfy its obligation to purchase any insurance required of the Village through its membership in a self-insured risk pool. The rights of the Village as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required of Consultant to be maintained by the Village.

J. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.

K. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Services to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without

receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Services contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Services contemplated herein.

L. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.

M. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Services, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

N. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.

O. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Paragraph IR1.01 of Exhibit IR, "Insurance Requirements and Liability Concerns", of the Consultant's Proposal dated December 6, 2022 is hereby deleted.

13. Indemnity:

A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, any claims or amount recovered by reason of any infringement of any patent, trademark or copyright, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Services by the Consultant, its employees, or subconsultants, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

B. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.

C. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.

D. The provisions of this Paragraph 13 shall survive any termination of the Contract.

14. Village Confidential Information:

A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.

B. The provisions of this Paragraph 14 shall survive any termination of the Contract.

15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor ("IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and

EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.

17. Equal Employment Opportunity: The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.

18. Certifications: By the execution of this Addendum, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

19. Project Documentation: Upon execution of this Addendum relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Services contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

20. Consultant is an Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of the Consultant's Proposal and this Addendum and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.

21. Arbitration Deleted from Contract Documents; No Attorneys' Fees: Any provision in the Contract and any other contract documents referring to the submission of claims or disputes to arbitration shall herein be deleted. Notwithstanding anything contained in the Contract and any other contract documents to the contrary, it is the intent of the parties that arbitration is a remedy which shall not exist under the Contract and any other contract documents, and no party shall be entitled to recover attorneys' fees or court costs in any action to enforce or interpret the Consultant's Proposal and/or this Addendum and the related Contract and contract documents.

22. Duration: The Consultant's Proposal and this Addendum and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 13 and 14 shall continue after such termination.

23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

24. Amendments: No agreement or understanding to modify this Addendum or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent.

25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Contract in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Contract is so terminated and the Consultant is not in default or breach thereof, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in Exhibit C, "Basis of Fees, Invoicing and Payment", of the Consultant's Proposal.

26. Supersede: The terms, conditions and specifications set forth in this Addendum shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.

27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

29. Counterparts: This Addendum may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.

30. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

31. Entire Agreement: The Contract Documents (including both this Addendum and the Consultant's Proposal dated September 30, 2024, and all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. To the extent of any inconsistency between this Addendum and the Consultant's Proposal and the Exhibit(s) thereto, this Addendum shall control and prevail.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized officer(s) in duplicate counterparts, each of which shall be considered as an original.

CONSULTANT
DIXON ENGINEERING & INSPECTION SERVICES

By: Todd Schaefer
October 10, 2024
[Name] Todd Schaefer
Its Authorized Agent

VILLAGE OF BARRINGTON

By: Karen Y. Darch
Tony Ciganek

ATTEST:

Tony Ciganek, Village Clerk

EXHIBIT A

Consultant's Proposal entitled "Agreement Between Owner and Dixon for Professional Services" (Contract No. 99-16-52-06) and all Exhibits attached thereto dated September 30, 2024

DIXON
ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

AGREEMENT BETWEEN OWNER AND DIXON

FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: November 11, 2024 ("Effective date") between Village of Barrington, Illinois ("Owner") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the ("Owner") and ("DIXON") have executed this Agreement. The Owner's Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: **Antenna Coordination, Project Administration, Pre-Construction Meeting, Weld Observations, Wet Interior, Exterior, Dry Interior, & Piping Coating Observations, and One (1) Year ROV Warranty Observation on the 400,000 Gallon Spheroid (Oaks Tower)** ("Project").

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **$69,100.**

Proposals / Agreement Signatures

Todd Schaefer, Project Manager		September 30, 2024
PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer)		PROPOSAL DATE
Karen L. Wach	Village President	11/11/2024
CONTRACT APPROVED BY OWNER	POSITION	DATE
Co SIGNATURE (if required)	POSITION	DATE
AGREEMENT APPROVED by DIXON	POSITION	DATE

With the execution of this Agreement, 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: Kevin Feske	Designated Person: Todd Schaefer
Address for Owner's receipt of notices:	Address for DIXON's receipt of notices:
Village of Barrington	Dixon Engineering, Inc.
302 Raymond Drive	4811 S. 76th St., Suite 109
Barrington, IL 60010	Greenfield, WI 53220
Email: kfecske@barrington-il.gov	Email: toddschaefer@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract 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 be shall effective upon the date of receipt.

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Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

A. Contract and Project Management (Basic)Services: EXHIBIT A Part 1
B. Resident Project Representative (RPR): EXHIBIT A Part 1
C. Antenna Services: EXHIBIT B
   1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services that can be completed by the Owner. In most antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned to Exhibit B.
D. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
B. The Owner shall 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 the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

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 meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

A. EXHIBITS Included:
   1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
   2. EXHIBIT B, Antenna Services to be performed by DIXON or Owner.
   3. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
   4. EXHIBIT C, Attachments C-1, and C-2.
   5. EXHIBIT E, Electronic Documents Protocol (EDP).
   6. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
   7. EXHIBIT IR, Insurance Requirements and Limits of Liability.
B. EXHIBITS to be added as needed:
   1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).

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2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.

C. EXHIBITS D, F, and H from EJCDC merged with other EXHIBITS or not used.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 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.)

9.01 Survival:

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

9.02 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, which 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.

9.03 Successors, Assigns, and Beneficiaries:

A. Owners 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 Agreement 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.

9.04 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 or of the remainder of this agreement.

9.05 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.

9.06 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.

9.07 Total Agreement:

A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This 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.

DIXON
ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

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EXHIBIT A: Agreement Between Owner and DIXON

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

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

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase. Exhibit B Antennas, when used, will follow the same format.

PART 1

A1.04 Construction Phase:

A. Basic Services:
   1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
   2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
   3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
   4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
   5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures
   1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
   2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
   3. Hold Point General:
      a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
      b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
      c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).
      d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point are itemized in EXHIBIT C, Attachment C-1.
   4. Hold Point Weld/Modifications- Observe, Record, Report, and:
      a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).
   5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary each Site visit observation.

Standard Form Agreement Between Owner and Engineer for Professional Services an EJCDC document modified by DIXON.
After modification, per license, this Agreement is not an EJCDC Document

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a. Review abrasive and coating materials for approved manufactures.
b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
d. Review coating mixing, thinning, and manufacturer's application requirements.
e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
f. Observe wet interior using high/low voltage holiday detection.
g. Observe applied coating for dry film thickness, coverage, uniformity, and cure.

6. Hold Point Coating Wet Interior - Observe, Record, Report, and:
   a. Low pressure water cleaning (LPWC) for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for abrasive blast cleaning.
   b. Verify test area for abrasive cleaning meets or exceeds minimum of specified standard.
   c. Collect spent abrasive for sampling and testing.
   d. Abrasive blast cleaning prior to application of the prime coat.
   e. Prime coat prior to application of the next coat.
   f. Intermediate coat prior to application of the stripe.
   g. Stripe coat prior to application of the topcoat.
   h. Topcoat for compliance with specifications.
7. Hold Point Coating Exterior - Observe, Record, Report, and:
   a. Low pressure water cleaning (LPWC) for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for abrasive blast cleaning.
   b. Collect spent abrasive for sampling and testing.
   c. Abrasive blast cleaning prior to primer application.
   d. Prime coat prior to application of the epoxy intermediate coat.
   e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
   f. Urethane intermediate coat prior to application of the topcoat.
   g. Topcoat for compliance with specifications.
   h. Check foundations coating for compliance with specifications.
8. Hold Point Coating Dry Interior- Observe, Record, Report, and:
   a. Abrasive blast cleaning prior to application of the prime coat.
   b. Collect spent abrasive for sampling and testing.
   c. Spot power tool cleaning for thoroughness, surface profile, feathering, and compliance with specifications.
   d. Spot prime coat prior to application of the topcoat.
   e. Topcoat for compliance with specifications. Review all contract items to ensure they have been completed according to contract requirements.
9. Hold Point Coating Pit Piping- Observe, Record, Report, and:
   a. Abrasive blast cleaning prior to application of the prime coat.
   b. Collect spent abrasive for sampling and testing.
   c. Prime coat prior to application of the topcoat.
   d. Topcoat for compliance with specifications.
10. Hold Point Project Finalization:
    a. Review all repairs not installed until after coating.
    b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
    c. Observe the installation of screens, light bulbs, etc.

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d. Observe Site for restoration to pre-project conditions.
e. Formulate a punch list of items to complete.
f. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

C. Construction Phase - Owner's Responsibilities:
1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A1.05 Post Construction Phase:

A. Basic Services:
1. One Year Warranty Observation - ROV and Exterior:
a. Review all wet or dry interior surfaces for corrosion and/or damage, qualify and quantify damage for repairs. All coating repairs needed are to be quantified by extrapolation of a measured area and compared with warranty requirements.
b. Observe the exterior coating and quantify damages.
c. Review all repairs completed during Construction Phase.
d. Review all exterior appurtenances for damage due to corrosion or construction.
e. Review exterior of the exposed foundations.
f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format.

D. Post Construction Phase - Owner's Responsibilities:
1. Warranty Observation - ROV Observation:
a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
b. Perform chlorine residual and bacteriological testing after completion of observation.
2. Warranty Observation - Exterior:
a. Provide scheduling for mutually agreeable inspection date.
b. Provide access to DIXON personnel to all areas scheduled for inspection.
c. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.

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 Exhibit K, Contract Amendment signed by both parties.

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ANTENNAS ON TOWERS

B1.04 Post Construction Phase - Antennas:

A. Three (3) review design modifications/improvements (by others) for reinstallation of AT&T, T-Mobile, and Verizon equipment back onto the tank after the rehabilitation/painting project is completed.
B. Assist the Owner on an as-needed basis in coordinating reinstallation of AT&T, T-Mobile, Verizon, and other antenna equipment back onto the tank after the rehabilitation/painting project is completed.
C. Conduct six (6) reinstallation inspections of the tank once the AT&T, T-Mobile, Verizon, and other equipment has been reinstalled back onto the tank after the rehabilitation/painting project is completed.

B2.01 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 Exhibit K, Contract Amendment signed by both parties.
   2. If timing or other reason requires the Owner to reallocate responsibility to DIXON.

Standard Form Agreement Between Owner and Engineer for Professional Services an EJCDC document modified by DIXON.
After modification, per license, this Agreement is not an EJCDC Document

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BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), Post Construction Observation and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

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 and Definitions 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 3 Construction, Basic, and RPR 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. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
   3. 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.
      a. 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.
      b. The estimator then calculates Reimbursable Expenses based on the same criteria.
      c. 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. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitutes full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
C. 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.
   1. DIXON may use a Lump Sum for the entire project.
D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in the Unit Price methods.

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1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).
2. Exhibit J Amendment: If Amendment changes Scope of Services, then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
4. 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.

E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

A. Basic Services to be performed are identified as Basic Services 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 SHR method. These services are contracted services and thus are prior authorized.

B. RPR Services contractually agreed services per Exhibit A 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 a Contract 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 contract such as Preconstruction Meeting and review of Final Pay Request. 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 thus 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. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.

E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

A. Contracted Fees are detailed in this Exhibit 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

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required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.

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 Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses is not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, 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 Owner 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 were determined to be a failed inspection and,
      d. Work is defective, requires correction or replacement including additional inspection costs.
   2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

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 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 Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner'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 Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner 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 requirements of these paragraphs are not negotiable. An RPR is a professional, and if the RPR remains on Site, the RPR is guaranteed the minimum number of hours. Negotiations may 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:

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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 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 to implement 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 Owner monthly. 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.
B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
C. Failure to Pay: If Owner 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.
D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner 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.
E. 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 the Owner.

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 Observer is also working more than 40 hours, if work being completed rises to the level of reporting.
      c. Rain days or no workdays as determined by Owner or Contractor- minimum billable time is 4 hours, no site time required.

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d. Delayed start days as determined by Contractor, (ex. Rain delayed start) – minimum billable time is actual delay time and time on site. Total billable time cannot be less than 4 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 the Base Office. On site time at a minimum is time to complete observation and to complete report.

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EXHIBIT C ATTACHMENT C-1: Agreement Between Owner and DIXON

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Sixty-Nine Thousand, One Hundred Dollars, $69,100** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.04-Preconstruction Meeting			$1,350	Lump Sum
A1.04-Other Defined Basic Services - Project Administration			$6,500	Lump Sum
A1.04-RPR Services Weld	2	$1,450	$2,900	Unit Price
A1.04-RPR Critical Phase Coating	32	$1,175	$37,600	Unit Price
A1.05-Warranty Observation			$3,650	Lump Sum
B1.04 A-Antenna- Post Construction Phase			$4,200	Lump Sum
B1.04 B- Antenna- Post Construction Phase (Not to Exceed)			$2,400	Standard Hourly Rate
B1.04 C- Antenna- Post Construction Phase	6	$1,750	$10,500	Lump Sum
Total			$69,100	

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 fee in excess of the total compensation amount unless approved by the Owner.

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EXHIBIT C ATTACHMENT ,C-2: Agreement Between Owner and DIXON

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

Labor Class	Per Hour	Overtime Rate
Principal	$400.00	
Officer/Associate	$200.00	
Project Manager	$187.00	$281.00
Engineer	$193.00	$289.00
CWI Welding RPR	$206.00-$226.00	$309.00-$339.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	$143.00-$188.00	$215.00-$282.00
DIXON Level 2 or AMPP Certified Level 2 RPR	$130.00-$164.00	$195.00-$246.00
DIXON Level 1 or AMPP General Level 1 RPR	$117.00-$142.00	$175.00-$213.00
Contract Support Staff	$149.00-$182.00	$223.00-$272.00

Expenses	Metropolitan	Out-State
Mileage	$0.80/mile + tolls	$0.70/mile
Lodging	$185.00 per diem	$185.00 per diem
Meals	$62.00 per diem	$57.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2024, Revised 9/28/2023

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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. The 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 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

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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 the 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.

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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	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	XLSX	

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.
DOCX	Microsoft® Word. docx format.
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.

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EXHIBIT GP: Agreement Between Owner and DIXON

GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR EXHIBITS

GP1.00 Time for Completion:

A. The Effective Date of the Task Order and the times for completing services will be stated in each Task Order.

B. 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. 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 and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's Exhibit C Attachment 1 and 2.

C. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.

D. The Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.

E. 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.

GP1.01 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 construction 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 verbally by DIXON.

GP1.02 Standards of Performance and Limitations of Authority of DIXON with Owner and Owner's Contractor:

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. 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.

1. DIXON and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

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2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided DIXON under this Agreement.

C. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON/Owner/or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

D. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, 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.

E. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.

F. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible:
   1. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or
   2. the safety precautions and programs incident thereto,
   3. or security or safety at the Project site, nor
   4. for any failure of a Constructor's furnishing and performing of its work.
   5. DIXON shall not be responsible for the acts or omissions of any Constructor or
   6. for Constructor's compliance with Laws and Regulations.

G. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services, nor assumes responsibilities for Contractor's failure to furnish material and provide the Work in accordance with Owner/Contractor Agreement.

H. 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.

I. 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.

J. DIXON shall not be required to sign any document, no matter by whom requested, that would result in DIXON having to certify, guarantee, or warrant conditions whose existence DIXON cannot ascertain within the authorized scope of DIXON's services. The Owner agrees not to make resolution of any dispute with DIXON or payment of any amount due to DIXON in any way contingent upon DIXON signing any such document.

K. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and

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proposals to others accurately describing its participation and participation of employees in the Project.

GP1.03 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. NOTE: A delayed project may require revisions of the Bid Documents.
   1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
   2. DIXON grants Owner a limited license to use the Documents on the Specific Project.
   3. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. If Owner reuses or modifies documents without authorization, Owner shall indemnify and defend DIXON from any liabilities that result from the reuse.
   4. The limited license to the Owner shall not create any rights in third parties.

GP1.04 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 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 Task Order. Upon Owner's request, DIXON shall provide a copy of any such item to Owner at cost.

GP1.05 Suspension and Termination:

A. Suspension:
   1. By Owner: Owner 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 Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
   3. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Task Order.
   4. A suspension under a specific Task Order, whether by Owner or DIXON, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause – Main Agreement: The obligation to provide further services under this Agreement 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:
      a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
      b. DIXON shall have no liability to the Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven 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.
   3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.

C. Termination for Cause – Task Order:

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1. Either party may terminate a Task Order 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 this Agreement and the specific Task Order, through no fault of the terminating party.
   a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph GP1.05.B.1 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.
2. In addition to its termination rights in Paragraph GP1.05. B.1, DIXON may terminate a Task Order for cause upon 7 days' written notice:
   a. If Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional.
   b. If DIXON's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond DIXON's control: or
   c. As the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern.
3. DIXON will have no liability to the Owner on account of any termination by DIXON for cause.

D. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner 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.

E. Payments Upon Termination:
   1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled 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, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
   2. The scheduled time between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.06 Controlling Law and Compliance with Laws and Regulations:

A. DIXON shall comply with all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02. A above, and to the extent compliance is not inconsistent with professional practice requirements.

B. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
   1. Changes after the Effective Date to Laws and Regulations.
   2. The receipt by DIXON; of changes after the Effective Date, of Owner-provided written policies and procedures.

C. 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, and as modified by DIXON unless expressly

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indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.07 Dispute Resolution:

A. The Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party has any financial or relational control over any panel member. DIXON will select, based on expertise in dispute. (DIXON pays fees for their panel member, Owner pays fees of their member, and third member's fees are to be paid as directed by the panel, even though the panel's final dispute resolution is not accepted).
C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.08 Environmental Condition of Site:

A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
B. Undisclosed Constituents of Concern. For purposes of this Paragraph GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to Paragraph GP1.08. A, 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.
    1. 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.
    2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
    3. 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.
    4. Constituents of Concern in the Coating Industry – DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C 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 C of C but are considered Disclosed C of C.
C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
D. Owner acknowledges that DIXON is performing professional services for Owner 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.

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DIXON
ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

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EXHIBIT IR: Agreement Between Owner and DIXON

INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

A. The limits of liability for the insurance required on this project are as follows:

B. By DIXON:

1. Workers' Compensation:	Statutory
2. Employer's Liability:	
a. Bodily injury, each accident	$1,000,000
b. Bodily injury by disease, each employee	$1,000,000
c. Bodily injury/disease, aggregate	$1,000,000
3. General Liability:	
a. Each Occurrence (Bodily Injury and Property Damage)	$1,000,000
b. General Aggregate	$2,000,000
4. Excess or Umbrella Liability:	
a. Per Occurrence	$5,000,000
b. General Aggregate	$5,000,000
5. Automobile Liability:	
a. Combined Single Limit (Bodily Injury and Property Damage):	$1,000,000
6. Professional Liability:	
a. Each Claim Made	$2,000,000
b. Annual Aggregate	$2,000,000

C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.

D. 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 Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.

F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain 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 DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. The Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.

G. 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.

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H. At any time, Owner may request that DIXON or its Consultants, at Owner'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 Owner, and if commercially available, DIXON shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:
   1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
   2. 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.

IR1.01 Limitation of Liability:

A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in 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 Owner and anyone claiming by, though, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner'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

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement. DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 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 under the other party for damages caused in part by the negligence of the party and 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 Owner, DIXON, and all other negligent entities and individuals.

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