

3 This is **EXHIBIT B**, consisting of 2 pages, referred to in the **Agreement between GCDC-WWS and ENGINEER for Professional Services**, dated 07-09-2013

Initials:
GCDC-WWS
ENGINEER

[Handwritten initials]

Paragraph 6 of the Agreement is amended and supplemented to include the following agreement of the Parties:

PARAGRAPH 6 – PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Salary Cost Times a Factor Method of Payment
(with additional payments on a Salary Cost basis for Resident Project Representative (“RPR”) services and Additional Services and additional payments for Reimbursable Expenses)

6. Methods of Payment for Services and Reimbursable Expenses of Engineer

6.1 For Basic Services. GCDC-WWS shall pay to Engineer as Basic Services an amount equal to Engineer’s Salary Costs (as hereinafter defined) multiplied by a factor of 3.0 for all Basic Services performed by Engineer’s employees engaged directly on the Project, except for services of the RPR performed or furnished under Paragraph 2.5.2.1 of the Agreement. The authorized monetary limit for compensation payable for Basic Services pursuant to this Paragraph B6.1.1 is **\$918,815.00**.

6.1.1.1 In addition to the compensation set forth in Paragraph B6.1.1 above, for field surveys and for service of the Engineer’s Consultants, Engineer shall receive the following compensation:

Engineering Surveys for Design	\$ _____
Soil Borings	\$ _____
Wetlands Surveys	\$ _____

6.1.1.2 RPR Services. GCDC-WWS shall pay to Engineer for services of the RPR performed or furnished under Paragraph 2.5.2.1 of the Agreement, an amount equal to Engineer’s Salary Costs multiplied by a factor of _____ for all RPR services performed or furnished by Engineer’s employees engaged directly in RPR services. The authorized limit for compensation payable for RPR services is \$ _____.

6.1.1.3 Total Compensation for Basic Services. Engineer’s total compensation for Basic Services rendered pursuant to Paragraphs B6.1.1 through B6.1.3, inclusive, is **\$918,815.00**.

6.1.2 For Additional Services. GCDC-WWS shall pay to Engineer as Additional Services for the services of Engineer’s employees engaged directly on the Project performed or furnished pursuant to Paragraph 3.1 or Paragraph 3.2 of the Agreement (except for services as a consultant or witness under Paragraph 3.1.17 of the Agreement), an amount equal to Administrative Expenses and Allowances as authorized by GCDC-WWS multiplied by a factor of 1.05 plus Reimbursable Expenses.

6.1.2.1 The authorized fee of the Engineer for participation in the value engineering process is \$ _____.

6.1.2.2 The authorized fee of the Engineer for services related to providing input to update the operation and maintenance manual is \$ _____.

6.1.3 For Reimbursable Expenses. GCDC-WWS shall pay to Engineer the mileage expenses to and from the Site by the RPR in an amount equal to the then existing mileage expenses paid by GCDC-WWS to its employees and all pre-approved (by GCDC-WWS) out of pocket expenses.

6.1.4 Salary Costs. “Salary Costs” means salaries and wages (basic, premium and incentive) paid to personnel plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers’ compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

6.1.5 Adjustment of Salary Costs. The current hourly Salary Costs of the Engineer’s employees are summarized by classification on the attached table. The Salary Costs shall be adjusted annually and equitably to reflect changes in the various elements that comprise such Salary Costs. All such adjustments shall be consistent with Salary Cost increases by other similar engineering firms throughout the geographic area.

6.2 Other Provisions Concerning Payments

Payments Upon Termination. In the event of termination of the Agreement during any phase of Basic Services or Additional Services, Engineer shall be paid for the Basic Services or Additional Services (as applicable) performed or furnished in accordance with this Agreement during that phase on the basis of Engineer’s Salary Costs times a factor of _____ for services performed or furnished during the applicable phase to the date of termination of the Agreement.

Hubbell, Roth & Clark, Inc.

2013 Hourly Rate Schedule

Prepared for:
GCDC- WWS

<u>Category</u>	<u>Billable Rates</u> <u>3.0 Multiplier</u>
Principal	163.05 - 163.05
Sr. Associate/Managing Engineer	152.40 - 163.05
Associate/Managing Engineer	126.00 - 154.65
Department Manager	118.05 - 144.15
Senior Project Manager	138.75 - 138.75
Sr. Project Engineer/Architect	99.90 - 150.00
Project Engineer/Architect	91.50 - 111.60
Staff Engineer/Architect	70.65 - 99.15
Graduate Engineer / Architect I/II	66.00 - 103.65
Transportation Specialist	116.85 - 120.00
Right of Way Specialist	126.00 - 126.00
Staff Environmental Analyst	72.60 - 88.80
Senior Designer	106.65 - 120.00
Designer	78.90 - 121.80
Senior Cadd Technician	72.90 - 95.40
Survey Office Supervisor	113.10 - 113.10
Graduate Surveyor	83.40 - 83.40
Sr Survey- Office Tech	87.45 - 87.45
Survey Party Chief	85.35 - 100.50
Survey- Instrument Person	65.10 - 72.30
Survey- Instrument Operator	63.00 - 63.00
Survey - Survey Assistant	54.00 - 54.00
Field- Supervisors	95.85 - 101.40
Field Project Representatives	94.80 - 115.35
Sr Construction- Office Technician	91.65 - 91.65
Construction- Office Technician	42.90 - 42.90
Senior Construction Observer	76.50 - 88.50
Construction Observer I/II	59.10 - 65.10
Construction Engineer	75.60 - 126.90
Testing Technician	58.05 - 81.30
Administrative Support**	40.50 - 97.80

Billable rates for Hubbell, Roth & Clark, Inc. include Unemployment and Payroll taxes, contributions for Social Security, Retirement benefits, Medical and Life insurance benefits, normal printing cost, telephones, fax, computer time, mileage, other overhead costs and profit.

** This Category includes Computer, Reproduction and Administrative Staff.

**Genesee County Drain Commissioner - Division of Water and Waste Services
ESTIMATE OF ENGINEERING FEES SUMMARY**

HUBBELL, ROTH & CLARK, INC.
CONTRACT NO. S4001 - LHPS Design
DATE: June 27, 2013

Task Description	Basic Services Hours	Basic Services Labor	Administration and Expenses	Subconsultants	Allowances	Total	% of Total
Preliminary Design Phase	2645	\$ 307,890	\$ -	\$ 52,500	\$ -	\$ 360,390	35%
Final Design Phase	4743	\$ 563,041	\$ -	\$ 52,500	\$ 4,000	\$ 619,541	60%
Bidding Phase	370	\$ 47,884	\$ -	\$ 4,200	\$ -	\$ 52,084	5%
TOTALS	7758	\$ 918,815	\$ -	\$ 109,200	\$ 4,000	\$ 1,032,015	100%

Project Schedule Basis of Estimate

Task Description	Duration (Weeks)	Start Date	Completion Date
Preliminary Design Phase			
Site Data Review and Investigations	10	6/26/2013	9/1/2013
Supplemental Survey	10	6/26/2013	9/1/2013
Geotechnical Investigations	10	6/26/2013	9/1/2013
30% Design Documents	7	6/26/2013	8/15/2013
Final Design Phase			
60% Design Documents	7	8/15/2013	10/1/2013
90% Design Documents	9	10/1/2013	12/1/2013
100% Design Documents	9	12/1/2013	2/1/2014
Bidding Phase	6	2/1/2014	3/15/2014