



December 23, 2016
Project No. P0922.04.01

Kris Koski, PE
City Engineer
City of Aberdeen
200 East Market Street
Aberdeen, Washington 98520

Re: Fry Creek Restoration and Flood Reduction

Dear Kris:

The Maul Foster & Alongi, Inc. (MFA) team appreciates the opportunity to submit this proposal to assist the cities of Aberdeen and Hoquiam in the restoration of Fry Creek. We have prepared this scope of work and fee proposal in accordance with our recent Statement of Qualifications, dated November 30, 2016. Our scope of work, which follows, provides a task breakdown and fee estimate for two major work elements: Predesign Studies and Development of Preliminary Designs. Advanced design tasks will be scoped during a later phase.

SCOPE OF WORK

Task 1: Predesign Studies

Predesign studies will be needed before design tasks are carried out. These studies, which will provide the scientific basis for the flood control and restoration design, include the following:

- **Topographic Survey**—The MFA team will use the survey data obtained through the North Shore Levee project and will supplement these data by collecting cross-sectional survey information at key locations along Fry Creek. These data will serve as the foundation for the hydrologic and hydraulic model.
 - Prepare a supplemental topographic survey from the North Shore Levee aerial survey. The aerial survey is accurate to within 0.1' in unvegetated hardscape areas and 0.5' in vegetated areas. Additional information is needed for each crossing and for heavily vegetated areas to support hydraulic modeling and detailed design. The supplemental survey will include the following:
 - * Perform a control survey to be consistent with the North Shore Levee project and to establish project coordinates and control for boundary and right-of-way determination.
 - * Provide transects of Fry Creek along the project limits, a maximum of 27 transects along the reach spanning from upstream of the Grays Harbor Public

Utility District (PUD) to the mouth of the creek. Transects will include culvert size and elevation where applicable.

- * Provide topographic information for the existing fish screen and tide gate and for the proposed location for the new structures.
 - * Perform utility locates and a utility survey at each roadway culvert crossing extending 300' in each direction from the centerline of the culvert.
 - * Perform a topographic survey of the parking lot between east- and westbound Highway 101.
 - * Prepare a boundary and right-of-way basemap.
- **Hydrologic and Hydraulic Modeling**—The MFA team will develop an estimate of hydrologic conditions and high-water events for the Fry Creek watershed. We will then develop a HEC-RAS hydraulic model of the existing conditions, based on topographic, infrastructure, and hydrologic conditions. The model will be calibrated to observed water levels from recent and historical high-water events as well as tidal influence.
 - Inflows to the hydraulic modeling will be developed using the Washington State Department of Ecology's Western Washington Hydrologic Model, WWHM2012 version 4.2.12. Design flow hydrographs corresponding to the 2-, 10-, 25-, 100-, and 500-year floods will be developed for use as input to the hydraulic model.
 - Evaluation of low-flow conditions that may contribute to flooding upstream of the tide gates will be considered.
 - **Habitat Assessment**—A habitat assessment of the Fry Creek corridor, including field reconnaissance of existing conditions, will be conducted.
 - **Property Owner Outreach**—Conduct direct outreach to property owners along the Fry Creek corridor to inform owners of potential for property acquisition as the Fry Creek restoration design advances.
 - **Washington State Department of Transportation (WSDOT) Outreach**—Assist the city in initiating contact with WSDOT and establish protocol and schedule for ongoing coordination of potential modifications of culverts under the Highway 101 couplets. With WSDOT, evaluate opportunities for cost sharing or recovery of structure replacement costs and determine whether the agency considers the couplets high-priority fish passage barrier culverts. Pursuant to the United States Ninth Circuit Court of Appeal's 2016 opinion that the State of Washington is in violation of Pacific Northwest Tribal treaty rights (including rights of the Quinault Indian Nation), WSDOT must repair high-priority fish passage barrier culverts.

- **Predesign Study Findings**—Present findings of predesign studies to the Advisory Committee to evaluate challenges and opportunities for flood control and habitat restoration.
- **Consultation with Quinault Indian Nation**—Assist the city, as lead agency, in coordination with the Tribe as the design process progresses.

Task 1 Deliverables

- Boundary and right-of-way basemap.
- Technical memorandum summarizing the topographic survey, baseline hydrologic and hydraulic analysis, and current habitat conditions.
- Convene Advisory Committee Meeting No. 1 to review findings of predesign studies.

Task 2: Preliminary Design Development

In applying the findings of the predesign studies, the project team will work collaboratively with the city to develop preliminary restoration design concepts. Implications of phasing reach-scale projects will also be evaluated. The key outcome of this task will be identification of project elements to move forward into advanced design. Critical to this outcome is the hydraulic modeling assessment of the preliminary restoration design concepts. It is assumed that the tide gate and pump complex will be relocated upstream to the railroad grade coinciding with the proposed North Shore Levee alignment. The hydraulic model will be used to help identify gate and pump operations that promote habitat restoration and reduce upstream flooding as components of the preliminary restoration design concepts.

Preliminary design concepts will be developed to include:

- Enhancing the upper reach of Fry Creek through the PUD corridor. This concept will be updated to accommodate the PUD's plans to remain on site.
- Daylighting Fry Creek between Sumner and Simpson Avenues.
- Increasing sinuosity, floodplain capacity, and opportunities for public amenities on Fry Creek between Simpson and Pacific Avenues.
- Evaluation of constrictive culverts that impede fish passage and hinder flows; determination of initial structure options.
- Optimizing pump station and tide gate improvements.
- Preliminary analysis of project phasing options, including feasibility of segmentation, and evaluation of anticipated costs and connection with the North Shore Levee project.

- Continued coordination with WSDOT to determine design, funding, and project timing options for Highway 101 couplets.
- Present preliminary design concepts to the Advisory Committee.
- Present preliminary design concepts at a community open house meeting to engage stakeholders in the design process.

Task 2 Deliverables

- Technical memorandum summarizing the preliminary design development and presentation of the design sketches and renderings.
- Convene Advisory Committee Meeting No. 2 to review the preliminary design concepts.
- Convene Community Open House No. 1 to present the preliminary design concepts.

BUDGET

The estimated cost to perform the proposed work in Tasks 1 and 2 is \$227,000 and is summarized in the table below. Future phases of work will be developed after the completion of Tasks 1 and 2.

Task		Total
Task 1	Predesign Studies	\$123,000
1a	Topographic Survey	\$54,500
1b	Hydrologic & Hydraulic Modeling	\$36,000
1c	Habitat Assessment	\$5,000
1d	WSDOT & Property Owner Outreach	\$6,000
1e	Predesign Technical Memorandum	\$12,500
1f	Advisory Committee Meeting No. 1	\$9,000
Task 2	Feasibility Analysis	\$104,000
2a	Develop Preliminary Design Concepts	\$56,000
2b	Analysis of Phasing Options	\$13,500
2c	Preliminary Design Concepts Technical Memorandum	\$15,500
2d	WSDOT & Property Owner Meeting	\$7,000
2e	Advisory Committee Meeting No. 2	\$5,000
2f	Community Open House No. 1	\$7,000
Total Estimated Cost		\$227,000

This cost estimate does not represent a lump sum. MFA bills for time and materials, consistent with the attached schedule of charges. Charges for work that is not part of the proposed scope

Kris Koski, PE
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of work are not included in the budget estimate. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification.

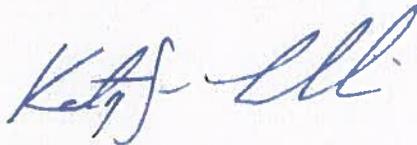
SCHEDULE

MFA will begin work within seven days of receiving authorization to proceed. This proposal is valid for 60 days. The anticipated schedule is provided in the attached figure.

After you have reviewed this submittal, please indicate your approval of the proposal by signing below and returning the document to us as electronic or hard copy. Please retain a copy for your records.

Sincerely,

Maul Foster & Alongi, Inc.



Kathy Lombardi, PE
Senior Engineer



Michael Stringer, AICP
Senior Planner

Attachments: Figure
Master Services Agreement
Schedule of Charges

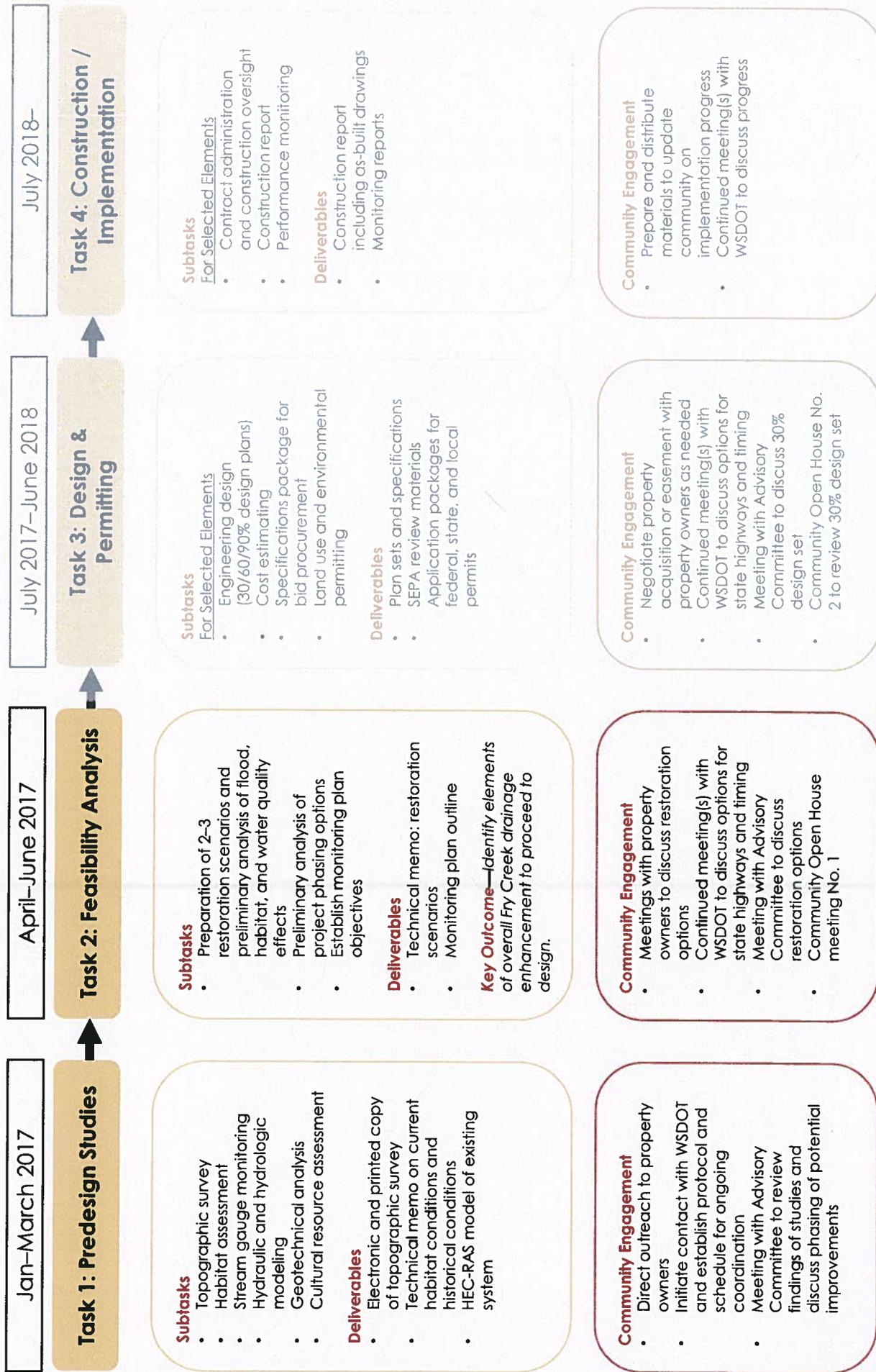
The above proposal, including all attachments, has been read and understood and is hereby agreed to and accepted. It is agreed that the attached "Master Services Agreement" (which contains a limitation of liability provision), and Addendum(s), if any, form an express part of the Contract, as evidenced by my signature below:

By Rick Sangder Date 12/27/2016

Name Rick Sangder Title Public Works Director
(please print)

Figure

Aberdeen-Hoquiam Fry Creek Restoration Project Work Plan





MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into as of this 20th day of December, 2016, by and between (CLIENT) The City of Aberdeen and Maul Foster & Alongi, Inc. (MFA).

ARTICLE 1—SERVICES TO BE PERFORMED

During the term of this Agreement, and subject to the conditions herein set forth, whenever it is mutually determined as desirable or necessary, CLIENT may call upon MFA to perform specific professional services. In each instance a separate Work Order will be prepared, each being separately subject to the terms and conditions of this Agreement. Said Work Order will define (1) Scope of Services to be performed (“Services”), (2) Proposed Schedule of Services, and (3) Estimated Cost of Services. Such Work Order will be mutually agreed upon by CLIENT and MFA, subject to the terms and conditions of the Agreement, and will be executed by an authorized representative of each party. Unless otherwise specified in such Work Order, CLIENT will provide MFA with, and MFA will be entitled to rely upon, all documents, maps, criteria, design and construction standards, and all other information in CLIENT’s possession relating to CLIENT’s requirements for the project or services.

Any terms or conditions of any Work Order submitted hereunder which is contrary to the terms of this Agreement shall be void and of no force and effect.

ARTICLE 2—COMPENSATION

As full compensation for performance of the Services, CLIENT shall pay MFA a fee on a time and materials basis (the “Fee”) in accordance with the fees, charges and payment provisions set forth in each separate document defining professional services to be performed. Any taxes or fees, enacted by local, state, or federal government subsequent to the date of this contract, and based on gross receipts or revenues will be added to amounts due under this contract, in accordance with any such fees or taxes.

ARTICLE 3—BILLING AND PAYMENT

Invoices will be submitted monthly and shall be due and payable upon receipt. Payment shall be made to Maul Foster & Alongi, Inc. and delivered to:

Maul Foster & Alongi, Inc.
400 East Mill Plain Blvd., Suite 400
Vancouver, WA 98660

Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount. MFA may, at its option, withhold delivery of reports and any other data pending receipt of payment for services rendered. Remittance will be mailed to MFA at the address noted on such invoices or as MFA may otherwise advise.

ARTICLE 4—INDEPENDENT CONTRACTOR STATUS; LEGAL RELATIONSHIP

The parties intend that MFA, in performing Services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. MFA shall be free to contract for similar services to be performed for other individuals or entities while it is under contract with CLIENT.

The parties further intend that nothing in this Agreement shall be construed or interpreted as requiring MFA to assume the status of an owner, operator, generator, person who arranges for disposal, transporter or storer, as those terms, or any other similar terms, are used in any federal, state or local statute, regulation, order or ordinance governing the treatment, storage, handling and disposal of any toxic or hazardous substance or waste.

ARTICLE 5—PROFESSIONAL RESPONSIBILITY

MFA shall perform the Services specified in this Agreement consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the Services are performed; subject, however, to any express limitations established by the CLIENT as to the degree of care and amount of time and expense to be incurred and any other limitations contained in this Agreement. No other representation, warranty or guaranty, express or implied, is included in or intended by this Agreement or any other of MFA's services, proposals, agreements or reports contemplated by this Agreement.

ARTICLE 6—LIMITATION OF LIABILITY

CLIENT agrees to limit the liability of MFA, its officers, directors, shareholders, employees, agents and representatives (the "MFA Parties") to CLIENT for all claims and legal proceedings of any type arising out of or relating to the performance of Services under this Agreement (including, but not limited to, MFA's breach of the Agreement, its professional negligence, errors and omissions and other acts) to the greater of \$100,000 or the amount of MFA's Fee. Failure of CLIENT to give written notice to MFA of any claim of negligent act, error or omission within one (1) year of performance shall constitute a waiver of such claim by CLIENT. In no event shall MFA be liable for any direct, special or consequential loss or damages. MFA is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder, whether in contract or tort, including negligence.

ARTICLE 7—INDEMNIFICATION

Subject to the limitation of liability above, MFA shall indemnify, defend and hold CLIENT harmless from the proportionate share of any claim, suit, liability, damage, injury, cost or expense, including attorneys fees, or other loss (hereafter collectively called "Loss") arising out of (a) MFA Parties' breach of this Agreement or (b) MFA Parties' willful misconduct or negligence in connection with the performance of the Services under this Agreement.

CLIENT agrees to indemnify, defend and hold harmless MFA Parties from any Loss arising out of (a) CLIENT's breach of the Agreement, or (b) CLIENT's willful misconduct or negligence in connection with performance of the Agreement. To the extent such Loss is caused by MFA's negligence, CLIENT shall indemnify, defend, and hold MFA harmless from the proportional share of the Loss resulting from the acts or negligence of others.

ARTICLE 8—TERM OF AGREEMENT; TERMINATION

This Agreement will be for an initial term commencing on the date hereof, and ending at the end of the calendar year in which the Agreement was fully executed, and will thereafter automatically renew for successive periods of one (1) year each, unless terminated by either party by not less than thirty (30) days prior written notice to the other party. If any Services agreed to be performed hereunder are terminated, CLIENT will pay company for Services performed to the date MFA receives notice of termination, and shall further pay for any costs reasonably incurred by MFA in connection with terminating Services, including, but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts.

The obligations of the parties to indemnify and the limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 9—TIME OF PERFORMANCE/FORCE MAJEURE

MFA makes no warranties regarding the time of completion of Services, and shall not be in default of performance under this Agreement where such performance is prevented, suspended or delayed by any cause beyond MFA's control.

Neither party will hold the other responsible for damages for delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. If such events occur, it is agreed that both parties will use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible performance of Services under this Agreement. Delays within the scope of this provision will extend the contract completion date for specified services commensurately or will, at the option of either party, make this Agreement subject to termination or to renegotiation.

ARTICLE 10—SUSPENSION OF SERVICES

CLIENT may suspend further performances of Services by MFA by ten (10) days prior written notice. If payment of invoices by CLIENT is not maintained on a thirty (30) day current basis, MFA may suspend further performance until such payment is

restored to a current basis. Suspensions for any reason exceeding thirty (30) days will, at the option of MFA, make this Agreement subject to termination or renegotiation.

All suspensions will extend the contract completion date for specified services commensurately, and MFA will be paid for services performed to the suspension date plus suspension charges. Suspension charges are defined as those charges relating to costs incurred which are directly attributable to suspension of services, including, but not limited to, personnel rescheduling, equipment rescheduling, and/or reassignment adjustments.

ARTICLE 11—CHANGED CONDITIONS

If, during the course of the performance of the Services under this Agreement, conditions or circumstances develop or are discovered which were not contemplated by MFA at the commencement of this Agreement, and which materially affect MFA's ability to perform the Services or which would materially increase the costs to MFA of performing the Services, then MFA shall notify the CLIENT in writing of the newly discovered conditions or circumstances, and CLIENT and MFA shall renegotiate in good faith the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after the mailing of such notice, MFA may terminate the Agreement and be compensated as set forth in the section of this Agreement entitled 'TERM OF AGREEMENT; TERMINATION.

ARTICLE 12—INSURANCE

MFA agrees to use its best efforts to maintain Professional Liability, Commercial General Liability, Automobile Liability, statutory Worker's Compensation and Employers' Liability insurance coverage during the period of performance of services hereunder in the following minimum amounts:

		<u>LIMITS OF LIABILITY</u>
A.	Worker's Compensation Employer's Liability	Statutory \$1,000,000
B.	Commercial General Liability (including Contractual Liability) Bodily Injury Property Damage	\$1,000,000 combined single limits for each occurrence or aggregate
C.	Comprehensive Automobile Liability (Owned, Hired, and Non-owned Vehicles) Bodily Injury Property Damage	\$1,000,000 combined single limits for each occurrence or aggregate
D.	Professional Liability:	\$1,000,000 combined single limits for each occurrence or aggregate

At CLIENT's request, insurance certificates will be provided by MFA to evidence such coverages.

ARTICLE 13—HAZARDOUS OR UNSAFE CONDITIONS

CLIENT has fully informed MFA of the type, quantity, and location of any hazardous, toxic, or dangerous materials or unsafe or unhealthy conditions which CLIENT knows or has reason to suspect exists at all real property where the Services are to be performed (the "Project Site"). CLIENT shall immediately inform MFA when it becomes aware of any new information as to the foregoing which may affect the project, such as information to constitute a CHANGED CONDITION subject to the provisions of Article 11 of this Agreement.

MFA shall not be responsible for the health and safety of any persons other than the MFA Parties, nor shall have any responsibility for the operations, procedures or practices of persons or entities other than the MFA Parties.

ARTICLE 14—RIGHT OF ENTRY AND UNAVOIDABLE DAMAGES

Client agrees to grant or arrange for right of entry when deemed necessary by MFA to perform the Services at the Project Site, whether or not the Project Site is owned by CLIENT. CLIENT recognizes that the use of investigative equipment and practices may unavoidably alter conditions or affect the environment at the Project Site. While MFA will take all reasonable precautions to

minimize damage to the Project Site, the cost of repairing any such damage shall be borne by CLIENT, and it is understood that the correction of such damage is not part of the Services or the Fee contemplated by this Agreement.

ARTICLE 15—SUBCONTRACTORS

MFA may, in its sole discretion, subcontract for the services of others without obtaining CLIENT's consent where MFA deems it necessary or desirable to have others perform certain services. If MFA, in its sole discretion, deems it necessary or desirable to obtain Client's advance concurrence as to any proposed subcontract, MFA may make a written request to CLIENT to review the qualifications and suggested scope of work to be performed by such proposed subcontractor and CLIENT shall either grant or deny such concurrence within a reasonable time after receipt of such request.

ARTICLE 16—OWNERSHIP AND REUSE OF DOCUMENTS

All documents furnished by MFA pursuant to this Agreement are instruments of MFA's services. MFA may retain an ownership and property interest therein, and MFA shall, in its sole discretion, have the right to dispose of or retain all such documents. Such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse without specific written verification and adaptation by MFA for the specific purpose intended will be at the reuser's sole risk and without liability or legal exposure to MFA. Any transfer of electronic data hereunder is solely for Client's convenience "as is" without warranty as to contents, and is not the project deliverable unless specifically agreed to the contrary. MFA disclaims all warranties express or implied with regard to any electronic data provided hereunder, including any warranties of merchantability or fitness for a particular purpose.

ARTICLE 17—NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries of this Agreement, and no third party shall be entitled to rely upon any work performed or reports prepared by MFA hereunder for any purpose whatsoever. CLIENT shall indemnify and hold MFA harmless against any liability to any third party for any Loss arising out of or relating to the reliance by any such third party on any work performed or reports issued by MFA hereunder.

ARTICLE 18—DESIGNS AND DISCOVERIES

In the course of providing Services to CLIENT, MFA may utilize or develop designs, ideas, discoveries, inventions, or improvements of these (collectively "Ideas"), made by the MFA Parties. CLIENT agrees that MFA's utilization or development of such Ideas does not grant CLIENT any right in the form or ownership or license to such Ideas. All Ideas utilized or developed while providing CLIENT Services shall be deemed to be property of MFA.

ARTICLE 19—LAWS AND REGULATIONS

Both parties will be entitled to regard all applicable laws, rules, regulations and orders issued by any federal, state, regional or local regulatory body as valid and may act in accordance therewith until such time as the same may be modified or superseded by such regulatory body or invalidated by final judgment in a court of competent jurisdiction, unless prior to such final judicial determination, the effectiveness of such law, rule or regulation has been stayed by an appropriate judicial or administrative body having jurisdiction.

In the event there are changes in existing laws, codes, regulations, orders or ordinances, or the interpretation thereof, following the performance of professional services, CLIENT agrees to defend, indemnify and hold MFA harmless from any and all claims, including claims for fines or penalties imposed, resulting from or alleged to have resulted from noncompliance with or nonincorporation of such changes in professional services prior to the effectiveness of such changes.

ARTICLE 20—ASSIGNMENT

Neither party to this Agreement may delegate, assign, or otherwise transfer its rights and interests or duties and obligations under this Agreement without prior written consent of the other party.

ARTICLE 21—ATTORNEYS' FEES AND COSTS

If any action or proceeding is commenced to enforce or interpret any of the terms or conditions of this Agreement or the performance thereof, including the collection of any payments due hereunder, the prevailing party will be entitled to recover all reasonable attorneys' fees, costs and expenses, including staff time at current billing rates, court costs, and other claim-related expenses.

If MFA is requested to respond to any mandatory orders for the production of documents or witnesses on CLIENT's behalf regarding work performed by MFA, CLIENT agrees to pay all costs and expenses incurred by MFA not reimbursed by others in responding to such order, including attorney's fees, staff time at current billing rates and reproduction expenses.

ARTICLE 22—GOVERNING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State from which MFA's services are procured.

ARTICLE 23—SEVERABILITY

Any provision of this Agreement held in violation of any law will be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. The parties will attempt in good faith to replace any invalid or unenforceable provision(s) of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

ARTICLE 24—ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between CLIENT and MFA. It supersedes any and all prior written or oral agreements, negotiations, or proposals, or contemporaneous communications with respect to the subject matter hereof, and has not been induced by any representations, statements, or agreements other than those herein expressed. No amendment to this Agreement hereafter made between the parties will be binding on either party unless reduced to writing and signed by authorized representatives of both parties.

The parties hereto have read this Agreement and accept all of its terms and conditions subject to those modifications, if any, which are typed or handwritten on the Agreement or attached and incorporated herein and which have been initialed by all contracting parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

(Client)

Maul Foster & Alongi, Inc.

Signature: _____

Signature:  _____

Print Name: _____

Print Name: Michael Stringer

Title: _____

Title: Senior Planner

Date: _____

Date: 12/20/16



SCHEDULE OF CHARGES

PERSONNEL CHARGES

Principal	\$150–250/hour
Senior	\$110–185/hour
Project	\$95–145/hour
Staff	\$80–120/hour
GIS Professional.....	\$90–185/hour
Drafter/CADD Operator.....	\$80–95/hour
Technical Writer/Editor	\$80–95/hour
Administrative Assistant.....	\$70–85/hour

Depositions and expert witness testimony, including preparation time, will be charged at 200 percent of the above rates.

Travel time will be charged in accordance with the above rates.

OUTSIDE SERVICES

Charges for outside services, equipment, and facilities not furnished directly by Maul Foster & Alongi, Inc. will be billed at cost plus 10 percent. Such charges may include, but shall not be limited to the following:

Printing and photographic reproduction	Rented equipment
Rented vehicles	Shipping charges
Transportation on public carriers	Meals and lodging
Special fees, permits, insurance, etc.	Consumable materials

SUBCONTRACTORS

Charges for subcontractors will be billed at cost plus 15 percent.

DIRECT CHARGES

Vehicle per mile\$0.75

COMPUTER CHARGES

CADD, ArcGIS.....\$20.00/hour
EQuIS, EVS, Modeling Applications.....\$30.00/hour

FIELD EQUIPMENT

The rates for field equipment are set forth in the Field Equipment Rate Schedule.

DOCUMENT PRODUCTION

The rates for document production are set forth in the Document Production Rate Schedule.

RATE CHANGES

Schedule of Charges and Standard Equipment Rates are subject to change without notice.

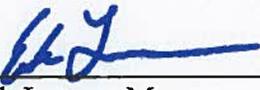
BILLING AND PAYMENT

Invoices will be submitted monthly and shall be due and payable upon receipt. Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount.

Contract between Maul Foster Alongi (MFA) and City of Aberdeen
MFA Proposal dated December 23, 2016
Project No. P0922.04.01
Page 6: signature page for City of Aberdeen

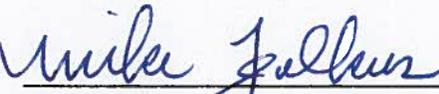
The foregoing proposal of MFA, dated December 23, 2016, including all attachments, having been authorized by the city council at its regular meeting of December 28, 2016, with an approved budget in the amount of \$227,000.00, is hereby agreed to and accepted by the city of Aberdeen as evidenced by the below signatures of its authorized representatives.

CITY OF ABERDEEN



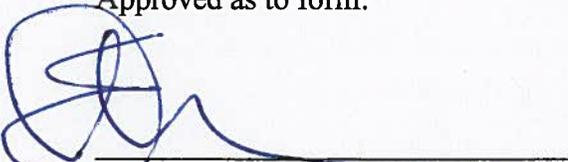
Erik Larson, Mayor

Attest:



Mike Folkers, Finance Director

Approved as to form:



Eric S. Nelson, Corporation Counsel