

AMENDMENT No. 3
CONSULTING OR REPAIR SERVICES AGREEMENT
City of West Point

THIS THIRD AMENDMENT TO THE ABOVE NOTED Consulting or Repair Services Agreement is effective January 14, 2016, between Hardin County Water District No. 1 ("District") and the City of West Point ("City");

WHEREAS, The District and the City do hereby extend and revise the original Agreement dated November 18, 2011, including Amendment No. 1 which was effective November 26, 2012 and Amendment No. 2 which was effective November 19, 2014, and

NOW THEREFORE, the District and the City agree to modify the original Agreement and previous Amendment as follows;

1. The monthly service fee as originally included with Attachment A, Item B, shall be increased in accordance with Section III, E of the Agreement, and said amount for Item B shall be changed to;

B. BASE MONTHLY SERVICE FEE: = \$488.87 per month

2. The table with hourly rates and overhead percentages as originally included with Attachment A, at Section II.B.1., Hourly Rates, are changed and replaced with the following;

1. *Hourly rates;*

<u>POSITION / ITEM</u>	<u>HOURLY</u>	<u>Comment</u>
<i>Operations Manager</i>	<i>\$54.38</i>	<i>As requested, per hour</i>
<i>Distribution Supervisor</i>	<i>\$45.42</i>	<i>As requested, per hour</i>
<i>Heavy Equipment Operator</i>	<i>\$31.07</i>	<i>As requested, per hour</i>
<i>Distribution System Operator</i>	<i>\$22.27</i>	<i>As requested, per hour, each operator</i>
<i>WTP Supervisor</i>	<i>\$44.37</i>	<i>As requested per hour</i>
<i>Sewer Supervisor</i>	<i>\$52.86</i>	<i>As requested, per hour</i>
<i>Treatment Operator</i>	<i>\$22.82</i>	<i>As requested, per hour</i>
<i>Collection Operator</i>	<i>\$26.62</i>	<i>As requested, per hour</i>
<i>Water Quality Specialist</i>	<i>\$28.28</i>	<i>As requested, per hour</i>
<i>Maintenance & Controls Spec</i>	<i>\$40.49</i>	<i>As requested, per hour</i>
<i>Vac Truck</i>	<i>\$16.35</i>	<i>As requested, per hour</i>
<i>Trailer Jetter</i>	<i>\$2.23</i>	<i>As requested, per hour</i>
<i>4-inch Portable Pump</i>	<i>\$1.41</i>	<i>As requested, per hour</i>
<i>Backhoe</i>	<i>\$5.37</i>	<i>Per hour, including mobilization</i>
<i>Backhoe Trailer</i>	<i>\$1.03</i>	<i>Per hour, including mobilization</i>
<i>Dump Truck</i>	<i>\$4.76</i>	<i>Per hour, including mobilization</i>
<i>Utility Truck (1T)</i>	<i>\$3.45</i>	<i>Per hour, including mobilization</i>
<i>Pick-Up Truck</i>	<i>\$2.68</i>	<i>Per hour, including mobilization</i>
<i>Misc Power Tools</i>	<i>\$5.00</i>	<i>Per hour, including mobilization</i>

2. *Additional items / personnel not listed in table;*

- a. *Personnel - Will be charged at current hourly rate, +40.4% benefits / taxes overhead, +4.4% G&A adder*
- b. *District Equipment - Annual depreciation rate / 2080 hours, +4.4% G&A, + equiv hourly rate operating costs (fuel & maintenance)*
- c. *Materials - Actual costs, District paid, + any delivery or shipping costs*

d. Outside professional services, actual District costs, +4.4% G&A

3. Section D, Term, of the original Agreement shall be replaced in its entirety with the following;

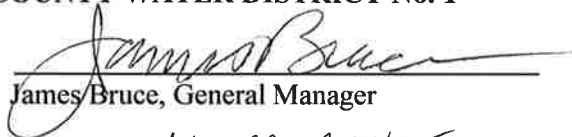
"Term: This agreement may be terminated by either party by providing no less than fifteen (15) days written notice to the other party. The term of the Agreement shall be for one (1) year periods, beginning on December 1 of each year and ending on November 30th of each year. If neither party has elected to terminate the agreement on the renewal date, the term shall automatically renew for another year".

4. WHEREAS, the City wants to contract with the DISTRICT for scope of one time services listed in the table below and the City agrees to pay the total costs for the services/materials listed and the DISTRICT agrees to perform the services listed below.

NO.	ITEM	COST	COMMENTS
1	Weld repairs to six seams on tank structure at the WWTP and apply two-part epoxy	\$955	Repairs to leaking seams
2	Clarifier Cleaning	\$795	Clean out to inspect the RAS
3	ISCO 3700 Sampler	\$2,302	New from ISCO
4	Sub-grade Repairs	\$204	
	TOTAL:	\$4,256	

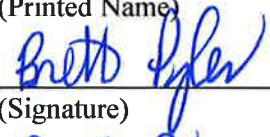
IN WITNESS WHEREOF, the parties have hereunto agreed to all terms and language of this Amendment and have indicated their acknowledgment and certification by signing below and also by signing that they are authorized representatives and have authority to amend the original Agreement,

HARDIN COUNTY WATER DISTRICT No. 1

By: 
James Bruce, General Manager

Date: 1-14-16

Name: JAMES BRUCE
(Printed Name)

ATTEST: 
(Signature)

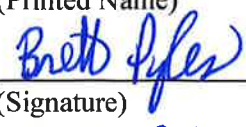
ATTEST: Brett Pyles
(Printed Name)

CITY OF WEST POINT

By: 
Mayor William Ash (Signature)

Date: 01/14/2016

Name: William C. Ash
(Printed Name)

ATTEST: 
(Signature)

ATTEST: Brett Pyles
(Printed Name)