

**AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT (Agreement) is by and between City of Aurora (Owner) and Black & Veatch Corporation (Engineer);

WITNESSETH:

WHEREAS, Owner intends to develop a Meter Replacement Plan (the Project);

WHEREAS, Owner requires certain engineering services in connection with the Project (the Services);
and,

WHEREAS, Engineer is prepared to provide the Services.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____, 2016.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the principles thereof relating to conflicts of law. The parties agree that venue for any action relating to this Agreement shall be the Circuit Court of Kane County, Illinois or any federal district court in Illinois.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A to Agreement for Engineering Services. Engineer shall have no liability for defects in the Services attributable to Engineer's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Owner or third parties retained by Owner.

ARTICLE 4 – COMPENSATION

4.1 Payment shall be due and payable forty-five (45) days after receipt of the invoice by Owner to Engineer in accordance with Attachment A to Agreement for Engineering Services.

4.2 Method of Payment. Payments due Engineer under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Engineer's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information. In the event that such electronic funds transfer methods are not available to Owner, then payments due Engineer under this Agreement shall be made by check and mailed to the PO Box identified in the remittance instructions on the Engineer's most recent invoice, and received by Engineer no later than forty-five (45) days after receipt of the invoice by Owner. The Remittance Advice document shall be mailed with the check to the PO Box.

4.3 In the event Owner disputes any invoice item, Owner shall give Engineer written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to Engineer the undisputed portion of the invoice according to the provisions hereof. If Owner fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of one percent (1%) per month, as set forth in the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.* Interest shall not be charged on any disputed invoice item finally resolved in Owner's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall at such times as may be required by Engineer for the successful and expeditious completion of the Services:

5.1 Obtain all permits and licenses required to be taken out in the name of Owner which are necessary for the performance of the Services;

5.2 Provide Engineer with all specifications necessary for the completion of the Services;

5.3 Provide Engineer with soil data evidencing that the site is clean and free of above ground and underground obstructions, fissures, faults and other similarly hidden features which will interfere with the completion of the Services;

5.4 Advise Engineer of the existence and undertake the abatement and disposal of all hazardous materials, including, but not limited to, asbestos, polychlorinated biphenyls (PCBs) and radioactive material and other toxic substances, encountered by Engineer in the performance of the Services; and

5.5 Appoint an individual who shall be authorized to act on behalf of Owner, with whom Engineer may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon Owner as to all matters pertaining to this Agreement and the performance of the parties hereunder.

ARTICLE 6 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ***NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT, OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.***

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article. Indemnities against, releases from, and limitations on liability expressed in this Agreement shall apply even in the event of the breach of contract or warranty, tort (including negligence), strict liability or other basis of legal liability of the party indemnified or released, or of the

party whose liability is limited. Such indemnities, releases, and limitations shall extend to the partners, licensors, subcontractors, vendors and related entities of such party, and all such parties' directors, officers, shareholders, employees, and agents.

7.2 Indemnification. Engineer agrees to defend, indemnify, and hold harmless the Owner, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person, damage or destruction to third-party property to the extent such claims, losses, damages, or expenses are caused by its intentional or negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its own negligence, as adjudicated by a court of law.

7.3 Employee Claims. Engineer shall indemnify Owner against legal liability for damages arising out of claims by Engineer's employees. Owner shall indemnify Engineer against legal liability for damages arising out of claims by Owner's employees.

7.4 Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, neither party shall be liable for claims for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; increased operating costs; and for any special, indirect, incidental, consequential, punitive, or exemplary damages resulting in any way from the performance or non-performance of the Services whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or other basis of legal liability.

7.5 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason whatsoever, the terms and conditions of this Article shall survive.

ARTICLE 8 – INSURANCE

8.1 At the Engineer's expense, the Engineer shall secure and maintain in effect throughout the duration of the entire agreement, insurance of the following kinds and limits to protect the City from and against all damages, claims, lawsuits and losses which may

occur or arise with regard to the Engineer's business operations on behalf of the City of Aurora. The Engineer shall furnish Certificates of Insurance to the City within ten (10) days after the execution of the final agreement. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice (ten (10) days in case of nonpayment of premium) is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named herein".

The City may inspect any and all policies of insurance at any time. If requested, the Engineer will arrange for the City to review a copy of the insurance policies at a Black & Veatch office location. Such arrangements shall be made within ten business days of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) **Worker's Compensation Insurance - Statutory amount.**
 - (2) **General Liability Insurance:**
 - (a) **\$1,000,000 per occurrence and \$2,000,000 general aggregate**
 - (b) **\$500,000 per occurrence for Property Damage**
 - (c) **\$1,000,000 per occurrence for Personal Injury**
 - (3) **Auto Liability Insurance:**
 - (a) **Bodily injury with limits not less than \$1,000,000**
 - (b) **Property damage with limits not less than \$500,000**
 - (4) **Umbrella excess liability of \$1,000,000 each occurrence, \$2,000,000 aggregate**
- 8.2 The Engineer shall include the City of Aurora as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and reflect said language on its Certificate of Insurance provided to the City.
- 8.3 The Engineer shall keep and hold the City harmless from and against all costs, damages, claim or expenses it may suffer, incur or sustain or become liable for, or on account of any injury to, or death of its employees, or to any other

person, or damage to, or injury to real estate, or personal property caused by, or arising out of, or resulting from, the negligence or willful misconduct of the Engineer, its agents, employees or subcontractors, in performance of its day-to-day operations and use or occupancy of any City property as described herein.

8.4 If the Engineer fails to comply with the insurance requirements contained herein, the City's obligations under the agreement shall terminate.

8.5 Owner assumes sole responsibility and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of Owner and any items at the job site or in transit thereto (including, but not limited to, construction work in progress), unless such loss or damage is the fault or negligence of Engineer. Owner shall require its insurers to waive all rights of subrogation against Engineer for claims covered under any property insurance that Owner may carry.

8.6 Owner shall require all Project contractors under contract with Owner to include Owner and Engineer as additional insureds on their general, automobile, excess, and umbrella liability insurance policies. Further, Owner shall obtain and maintain for the benefit of Engineer the same indemnities, waivers of subrogation rights and insurance benefits obtained for the protection of the Owner from any construction contractor and subcontractor working on the Project and shall obtain from that contractor and subcontractor insurance certificates evidencing the required coverages.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A to Agreement for Engineering Services.

ARTICLE 10 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others not under contract to Engineer, or over the resources provided by others not under contract to Engineer to meet Project schedules, Engineer's opinion of probable costs and of project schedules for construction shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's opinions of probable cost or that actual schedules will not vary from Engineer's projected schedules.

ARTICLE 11 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

Any files delivered in electronic media may not work on systems and software different than those with which they were originally produced. Engineer makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Project specific engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner when Engineer has been compensated for all Services rendered, provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall, however, retain its rights in its standard drawing details, specifications,

data bases, computer software, and other proprietary property ("Intellectual Property"). Rights to Intellectual Property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

Engineer shall indemnify Owner against all claims, liabilities, and costs, including reasonable attorneys' fees, reasonably incurred in the defense of any claim brought against Owner by third parties alleging that Owner's use of the aforementioned Intellectual Property infringes or misappropriates any United States or International patent; a copyright; or trade secret rights. Owner shall promptly notify Engineer, in writing, of any such claim and Engineer is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on Owner. Engineer may settle any claim on a basis requiring Engineer to substitute for the Software alternative substantially equivalent non-infringing programs.

ARTICLE 13 – TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services actually performed up to the date of termination. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Except for Owner's payment obligation, neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to: unusually severe weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. The parties shall negotiate an equitable adjustment in schedule and compensation in the event such circumstances occur.

ARTICLE 15 - PRE-EXISTING CONTAMINATION

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall at all times remain with Owner. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the Project site or sites concerned which was not brought onto such site or sites by Engineer for the exclusive benefit of Engineer. Owner shall release, defend, indemnify, and hold Engineer harmless from and against any and all liability which may in any manner arise from or be in any way directly or indirectly caused by such pre-existing contamination except if, and then only to the extent, such liability is caused by Engineer's sole negligence or willful misconduct.

ARTICLE 16 – COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Black & Veatch Corporation
 2 North Riverside Plaza, Suite 2050
 Chicago, IL 60606
 Attention: David Koch

Owner: City of Aurora
 44 E. Downer Place
 Aurora, IL 60507
 Attention: David Schumacher

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 – WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 – INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment executed by both parties.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 21 – ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement effective as of the date first written above.

City of Aurora
OWNER

Black & Veatch Corporation
ENGINEER

By _____

By David S Koch

Printed Name _____

Printed Name David S. Koch

Title _____

Title Associate Vice President

Date _____

Date 13 October 2016

**ATTACHMENT A
TO AGREEMENT FOR
ENGINEERING SERVICES**
October 10, 2016

Owner: City of Aurora, IL
Engineer: Black & Veatch Corporation
Project: Meter Replacement Project

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I. GENERAL

Engineer will provide the Basic Services described in this Exhibit A under the phases listed below:

PHASE 1- Detailed Design Services for Installation of Two (2) New Magnetic Flow Meters.

PHASE 2- Bidding Assistance Services for Installation of Two (2) New Magnetic Flow Meters.

PHASE 3- Construction Phase Services for Installation of Two (2) New Magnetic Flow Meters.

The tasks to be performed by Engineer under each phase are defined below.

II. BASIC SERVICES

Engineer shall provide professional engineering services for the detailed design and bidding phases and assistance during the construction phase for the procurement and installation of a new High Pressure System Flow Meter and a new Normal Pressure System Flow Meter. Each new meter will be installed in the existing water main at the existing Water Treatment Plant (WTP) site within its own vault which will eliminate any piping modifications within the WTP pump station itself. The signal converters for both flow meters will be installed on instrument racks near the underground vaults or within the WTP building (to be determined during the design phase).

Engineer will review the bids received and provide a recommendation on award of the project. The project will be designed such that construction is possible with an estimated two shutdowns, one for the high pressure system and one for the normal pressure system at 8 hours each, to install the new meters and piping. Engineer will provide assistance and miscellaneous administrative efforts during the construction phase of the project.

- A. PHASE 1 - DETAILED DESIGN SERVICES –Installation of Two (2) New Magnetic Flow Meters.
1. Administrative Services. Engineer will provide the management functions required to successfully complete the work associated with these Basic Services, including project correspondence with the City; consultation with the City’s staff; supervision and coordination of the Services; implementation of a project-specific procedures manual, a quality control/quality assurance plan, and a workflow plan; scheduling and assignment of personnel resources and continuous monitoring of work progress; and invoicing for the work performed.
 2. Design Parameters. The design parameters are based upon the Conceptual Design Memorandum (CMD). The scope of services shall include design associated with facilities listed in Section II above. If changes are made to the CDM that deviate from the Basic Services covered in this Agreement, the City may make minor modifications to the Basic Services by written direction, as long as the resulting changes do not affect engineering efforts and costs. If engineering costs are affected by a change to the design parameters, changes to the Basic Services and Engineering Fees in this Agreement shall be made by written amendment.
 3. Geotechnical Services. Assist owner in engaging qualified geotechnical engineering services including exploratory work and laboratory and field testing. Engineer to incorporate new geotechnical recommendations into design.
 4. Commencement of Detailed Design. Delivery of detailed design shall follow Engineer’s standard work flow model. Deliverables to the City will be limited to those listed below.
 - 4.1. Project Initiation Meeting. Engineer will meet with City Staff at the City’s office to review scope and to gather data associated with proposed work.
 - 4.2. Level 2 (60% workshop). Presentation at the City’s office of the 60% Detailed Design including in progress drawings, specifications, bidding & contracting forms and schedule. Any comments from the city will be addressed in the Level 3 (98%) submittal.
 - 4.3. Level 3 (98%) Drawings and Specifications. The Level 3 submittal will include pre-final front end documents, including Bidding Requirements, Bidding Forms, Contracting Forms, and Conditions of Contract; final demolition details, dimensions, schedules, sequence of demolition and diagrams. Drawings will be 98-percent complete at the completion of Level 3. Engineer will prepare specifications. Engineer will perform an internal quality control review on the above items and then submit five copies to City for review.
 5. Final Construction Contract Documents. After addressing review comments received from City, Engineer will finalize the drawings and specifications and prepare final Construction Contract Documents. Engineer will provide one set of original signed and sealed drawings and specifications to the City. The signed and sealed Construction Contract Documents will be reproduced by the City for distribution to potential bidders

and the Engineer. City will provide eight sets of the Construction Contract Documents to the Engineer for its use during advertisement,

6. Final Opinion of Probable Construction Cost. Engineer will prepare and submit to the City a final opinion of probable construction cost and an opinion of the construction scheduling requirements. Since Engineer has no control over the cost of labor, materials, or equipment furnished by others not under contract to Engineer, or over the resources provided by others not under contract to Engineer to meet project schedules, Engineer's opinion of probable cost for construction of the work will be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual project costs will not vary from Engineer's opinions of probable cost or that actual schedules will not vary from Engineer's projected schedules. The final cost opinion level of accuracy presented by Engineer will be a definitive opinion in accordance with accepted industry guidelines.

B. PHASE 2 - BIDDING SERVICES – Installation of Two (2) New Magnetic Flow Meters. Bidding assistance services are to be performed by the Engineer in association with Phase 1 work. Services to be provided are as follows:

1. Administrative Services. Refer to Phase 1 for a discussion of the Engineer's administrative scope of services.
2. Prepare Invitation To Bid. Engineer will coordinate the bid letting date, time, and place with City and prepare the final Invitation to Bid. The City will place the advertisements of the Invitation to Bid to solicit bids paying directly all fees associated therewith. Engineer is not responsible for paying advertising fees of newspapers, periodicals, etc. to advertise the project.
3. Identify Potential Contractors. Engineer will identify potential contractors and suppliers, and suggest to the City the names of firms to be included in an Invitation to Bid distribution list. The City will distribute the Construction Contract Documents to prospective bidders and maintain a record of prospective bidders and suppliers that have been issued Construction Contract Documents.
4. Attend Pre-Bid Conference. Engineer will attend a pre-bid conference at a date, time, and place provided by the City. Engineer will assist the City as follows:
 - 4.1. Instruct prospective bidders and suppliers as to the types of information required by the Construction Contract Documents and the format in which bids should be presented.
 - 4.2. Review special project requirements and the contract documents in general.
 - 4.3. Receive requests for interpretations, which will be addressed by addendum.
 - 4.4. Prepare Pre-Bid Meeting Minutes
5. Interpret Bidding Documents and Prepare Addenda. Engineer will assist the City with interpretation of the Construction Contract Documents and prepare addenda when required. City will distribute each addenda to plan holders of record.

6. Review Bids Received by City. Engineer will review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include such factors as work previously completed, equipment that is available for the work, financial resources, technical experience, and responses from references.
7. Make written recommendations to City regarding contract award.
8. Prepare Conformed Construction Documents. Incorporate addenda and signed construction documents into five (5) final set of conformed Construction Documents for City to distribute to the Contractor.

C. PHASE 3 - CONSTRUCTION PHASE SERVICES

Services are to be performed by the Engineer in association with Phase 1 & 2 work. Services to be provided are as follows:

1. On Call Services: Project Management and Administration services in support of Phase 3 tasks, interpreting and providing written responses on Construction Contract Documents, assistance in evaluating contractor claims and attending progress meetings as necessary. Office support services will be provided over an estimated seven month period, concurrent with the anticipated duration of construction and within the level of effort allocated in the budget.

III. ADDITION(S) TO SERVICES

Any work requested by the City that is not included in one of the items listed in the Basic Services described above will be classified as an additional service. Additional services will not proceed unless authorized by the city with an associated amendment to the agreement. Additional services will be paid for as described in Section V below.

IV. CITY'S RESPONSIBILITIES

City will furnish, as required by the Basic Services and not at the expense of the Engineer, the following items:

- A. Plant operating data, maps, drawings, reports, records, manuals, and other data that are available in the City's files, which may be useful in the work involved under this contract.
- B. Access to public and private property when required in performance of the Engineer's services.
- C. The services of at least one City employee or staff member who has the right of entry to, and who has knowledge of, the existing facilities.

- D. Legal advertisement of project letting or bid date and such other publication of the “Invitation to Bid” as desired by City.
- E. Reproduction and distribution of bidding documents to prospective bidders and maintaining a record of prospective bidders and suppliers to whom the bidding documents have been issued.
- F. Distribution of addenda to prospective bidders and suppliers to whom the bidding documents have been issued by City.
- G. Distribution of the Construction Contract Documents.

V. COMPENSATION

A. BASIC SERVICES

For the Basic Services described in this Exhibit A, which includes Detailed Design, Bidding Services, and Construction Assistance Services, the City agrees to pay Engineer at a Time & Material basis for a not to exceed amount of \$93,947. Billing charges will be calculated at Employee Hourly Rate times a 3.0 Multiplier.

Billing rates plus reimbursable direct expenses shall be used as the basis for determining payments to the Engineer for the costs incurred by Engineer while providing the services described in this Exhibit A. Costs are, but not limited to, the salaries and benefits paid to employees engaged directly in providing the services, the firm’s overhead and profit.

1. Reimbursable Direct Expenses of \$8,150 are Included in the Not-to-Exceed Fee. The following direct expenses are considered reimbursable and are included in the not-to-exceed amount:
 - 1.1 Travel, sustenance, and incidental costs incurred while traveling away from the Engineer’s office.
 - 1.2 Use of motor vehicles on a per mile basis using federal GSA rate or rental-cost basis for travel.
 - 1.3 Reproduction costs of reports, drawings, and specifications required as deliverables.
 - 1.4 Rental charges for use of equipment, including equipment owned by the Engineer.
 - 1.5 Other transportation and travel related costs, including parking, tolls, and taxis; and airfare, baggage fees, and other air travel surcharges.
 - 1.6 Hotel and room charges.
2. Reimbursable Direct Expenses Excluded from the Time & Material Fees. The following direct expenses are considered reimbursable, but are not included in the Time & Material rates:

- 2.1 Charges of special consultants requested by City.
- 2.2 Special insurance coverage requested by City, including the cost of naming the City as an additional insured.
- 2.3 Local taxes or fees applicable to the engineering work or payments therefore.
- 2.4 Direct charges for review of drawings and specifications by government agencies, if any.
- 2.5 Cost of acquiring any other materials or services specifically for and applicable to only this project.

B. ADDITION(S) TO SERVICES

For Addition(s) to Services as defined in Article III of this Attachment A, an amount equal to the Engineer's cost plus reimbursable direct expenses at cost and subcontract billings times a 1.05 multiplier. Each item of Addition(s) to Services shall be specifically authorized in writing by the City with a not-to-exceed cost established before the work is started. The amount billed for each Addition(s) to Services shall not exceed the amount established for it without further authorization. Addition(s) to Services may be authorized, if necessary, as the work progresses.

C. PAYMENTS TO ENGINEER

Monthly payments shall be made to the Engineer by the City based on Engineer's statement. The monthly statement shall contain the following:

1. Date and invoice number and project identification.
2. Employee's name and classification.
3. Date and Hours worked.
4. Employee's salary rate.
5. Subcontractor's invoice amount.
6. Amount due this invoice.
7. Total paid to date.
8. Balance remaining.
9. Expenses.

The entire amount of each statement shall be due and payable upon receipt by City. Carrying charges of 1-1/2 percent per month from the billing date shall be due for accounts that are not paid within 45 days after the billing date.

It is understood and agreed that the all Time & Material fees are based on the start of the services being authorized no later than December 1, 2016. If the start of Services is not authorized by the date given, it is understood and agreed that rates may be adjusted accordingly by an amendment to this Agreement.

It is understood and agreed that Engineer shall keep records of costs and expenses on the basis of generally accepted accounting practice; records shall be available for inspection at reasonable times.

VI. SCHEDULE

The following is the schedule for the completion of services (Basic Services) to be provided by the Engineer authorized by the City. City agrees to adjust schedule if the scope of work is revised, if the Notice to Proceed to Engineer is delayed, or for any other delays beyond the

- A. Completion of Phase 1 - Detailed Design 90 Days from City NOTICE TO PROCEED
- B. Completion of Phase 2 - Bidding Services TBD based on timing of approvals to bid, etc.
- C. Completion of Phase 3 – Construction Phase
 Services TBD based on bid award, design approval, etc.

END OF ATTACHMENT A

Exhibit A

Black & Veatch Hourly Billing Rates (December 2016 through December 2017)

Hourly time charges to the City for performance of the tasks indicated in our Scope of Services shall be in accordance with the following billing rate schedule. Charges for labor will be at the indicated salary rate times a 3.0 multiplier. The schedule below is effective for services through December 2017 and is subject to salary adjustments effective as of April 2017.

<u>Classification</u>	<u>Name</u>	<u>Title</u>	<u>Salary Rate (\$/hr)</u>	<u>Including x 3.0 Mult. Rate (\$/hr)</u>
Project Management & Administration	Prateek Goel	Project Manager	62	186
Mechanical Design	Ryan Matzen	Sr. Engineering Manager	67	201
I&C Design	Tim Holmes	QC / Technical Advisor	61	183
I&C Design	Mike Potter	Sr. I&C Engineer	60	180
I&C Design	Blake Lemons	Lead I&C Engineer	34	102
Project Management & Administration	Sharon Koopman	Project Administrator	34	102

*Rest listed
on "Client Fee
Spreadsheet"
✓ok
DSchu
7*

Owner: <u>Aurora, City of, IL</u>																													
Project: <u>Meter Replacement Project</u>																													
PHASE/Task	PHASE	Project Manager	Project Admin / Accountant	Senior Engineering Manager	Lead Civil Engineer / Geotech.	Civil Design Engineer	Technician	Structural QC/Admin	Senior Structural Engineer	Structural Engineer	Electrical QC/Admin	Electrical Engineer	Electrical Technician	I&C QC/Admin	Senior I&C Engineer	I&C Engineer	I&C Technician	QC Admin. / Sr. Engr.	Estimator	SUBTOTAL, hours	SUBTOTAL, Billings \$	Repro-duction & Subs expenses	Auto / Travel	SUBTOTAL, EXPENSES	TOTAL COST				
		\$186.00	\$102.00	\$201.00	\$153.00	\$108.00	\$120.00	\$207.00	\$195.00	\$129.00	\$234.00	\$126.00	\$120.00	\$183.00	\$180.00	\$102.00	\$120.00	\$186.00	\$156.00										
Phase 1 - Detailed Design Services																													
1	Administrative Services	1	2	6																	8	\$ 984			\$ -	\$ 984			
2	Design Parameters	1	2		2	2															8	\$ 1,296			\$ -	\$ 1,296			
3	Site Boring & Geotech Investigation	1	2		4	12				16											34	\$ 5,076	\$ 5,250		\$ 5,250	\$ 10,328			
3	Commencement of Detail Design & Project Initiation meeting	1				2	2							8					1		13	\$ 2,172		\$ 550	\$ 550	\$ 2,722			
3.1	Level 2 (60%) Workshop	1	3			12	12														27	\$ 3,690		\$ 100	\$ 100	\$ 3,790			
3.2	Level 3 (98%) Drawings and Specifications	1	3	6	2	12	12	46	4	10	18	6	40	22	12	20	40	3	2		258	\$ 35,016			\$ -	\$ 35,016			
3.3	Level 3 Review Meeting	1	8			8	8														24	\$ 3,576	\$ 150	\$ 100	\$ 250	\$ 3,826			
4	Final Construction Contract Documents	1	1	3		1	1	18	1	2	4	2	8	10	5	6	9	1	1		73	\$ 9,921	\$ 500		\$ 500	\$ 10,421			
5	Final Opinion of Probable Construction Cost and Scheduling Requirements	1				1	1													12	14	\$ 2,133			\$ -	\$ 2,133			
Subtotal, Hours			21	15	8	50	38	64	5	12	38	8	48	32	25	26	49	4	4	12	459								
Phase 2 - Bidding Assistance Services																													
1	Administrative Services	2	2	2		1															5	\$ 729			\$ -	\$ 729			
2	Prepare Invitation to Bid	2			1	3	2														6	\$ 876			\$ -	\$ 876			
3	Identify Potential Contractors	2	-		1	2										2					5	\$ 867			\$ -	\$ 867			
4	Attend Pre-Bid Conference	2	-		2	2															4	\$ 708	\$ 100		\$ 100	\$ 808			
5	Interpret Bidding Documents and Prepare Addenda	2	2	2		4	4	2		3	3	1	5			6			1		33	\$ 4,962			\$ -	\$ 4,962			
6	Review Bids Received by City	2	2			2															4	\$ 678			\$ -	\$ 678			
7	Prepare Final Bid Tabulation	2	-		-	2															2	\$ 306			\$ -	\$ 306			
8	Prepare Conformed Construction Documents	2			-	4	4	4											1		13	\$ 1,710	\$ 700		\$ 700	\$ 2,410			
Subtotal, Hours			6	4	4	20	10	6	-	3	3	1	5	-	-	8	-	-	2	-	72								
Phase 3 Construction Management Services																													
1	On Call Construction Contract Documents Intrepretation & Response	3	16	12	5	10	9			3	5	3	5			1	4	2			75	\$ 11,097	\$ -	\$ 700	\$ 700	\$ 11,797			
Subtotal, Hours			16	12	5	10	9	-	-	3	5	3	5	-	-	1	4	2	-	-	75								
Subtotal, Billings			\$ 2,976	\$ 1,224	\$ 1,005	\$ 1,530	\$ 972	\$ -	\$ -	\$ 585	\$ 645	\$ 702	\$ 630	\$ -	\$ -	\$ 180	\$ 408	\$ 240	\$ -	\$ -		\$ 11,097	\$ -	\$ 700	\$ 700	\$ 11,797			
Total, Hours			43	31	17	80	57	70	5	18	46	12	58	32	25	35	53	6	6	12	606								
Total, Billings			\$ 7,998	\$ 3,162	\$ 3,417	\$ 12,240	\$ 6,156	\$ 8,400	\$ 1,035	\$ 3,510	\$ 5,934	\$ 2,808	\$ 7,308	\$ 3,840	\$ 4,575	\$ 6,300	\$ 5,406	\$ 720	\$ 1,116	\$ 1,872		\$ 85,797	\$ 6,600	\$ 1,550	\$ 8,150	\$ 93,947			