AMENDMENT NUMBER 1 TO STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS Amendment (the "Amendment") is made by the <u>City of Peoria</u>, whose address is <u>419 Fulton</u>, <u>Peoria</u>, <u>IL 61602</u> hereinafter called the **CITY** and <u>Maurer-Stutz</u>, <u>Inc.</u>, Consulting Engineers, <u>3116 North Dries Lane</u>, <u>Peoria</u>, <u>Illinois 61604</u>, hereinafter called the **ENGINEER**, parties to the **Agreement** (the "Agreement") dated November 25, 2014.

The Agreement is hereby amended as follows:

SERVICES included under this Amendment are Engineering Services for various projects requested by the **CITY** under separate Work Orders and located within the City of Peoria. The **SERVICES** shall be performed under the supervision of an Illinois Professional **ENGINEER** and be sealed by that person.

The **ENGINEER** agrees to provide the above described **SERVICES** and the **CITY** agrees to compensate the **ENGINEER** for these **SERVICES** on a time and expense basis in accordance with the attached Schedule of Hourly Charges. Reimbursable direct expenses and sub-engineer services performed by another firm will be invoiced at cost. Hours in excess of 8 hours per day or 40 hours per week will only be compensated at the attached Schedule of Hourly Charges there will be no premium hourly charges awarded. 2014 Hourly rates, as included in the original agreement, shall be used for the work in 2015.

This Amendment shall remain in effect until December 31, 2015. The total fee of all projects completed under this Amended Agreement shall not exceed **THREE HUNDRED AND THIRTY-FIVE THOUSAND DOLLARS** (\$335,000.00).

The CITY retains the option to extend the time of the Amendment and/or increase the fee limit with City Council approval. The CITY and the ENGINEER each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and Amendments herein and, except as above, neither the CITY nor the ENGINEER shall assign, sublet or transfer any part of his interest in the AGREEMENT or this Amendment without the written consent of the other party hereto. This Amendment, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois.

This Amendment is in the best interest of the City of Peoria and authorized by 720 ILCS 5/33E-9.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of ____, 2014. **Executed by ENGINEER:** TERRY L. FELDHANN VICE PHESIDENT VICE PRESIDENT Title: **Executed by CITY:** City of Peoria, Illinois Reviewed_and Approved: Attest: By: Patrick Urich Beth Ball Title: City Manager Title: City Clerk **Donald Leist** Title: Corporation Counsel Michael T. Rogers Title: Director of Public Works

MAURER-STUTZ, INC. HOURLY RATE SCHEDULE

(450) ONE MEMBER SURVEY CREW	100.00
(750) TWO MEMBER SURVEY CREW	
(755) THREE MEMBER SURVEY CREW	
(701) TECHNICIAN I (JTS)	50.00
(702) TECHNICIAN II	58.00
(703) TECHNICIAN III (JEA)	65.00
(704) TECHNICIAN IV (MAF, MJD)	75.00
(705) TECHNICIAN V	78.00
(569) SCIENTIST/DESIGN TECHNOLOGIST IV (KDR, WLL)	75.00
(570) SCIENTIST/DESIGN TECHNOLOGIST V (JEM, VRP)	85.00
(571) SCIENTIST/DESIGN TECHNOLOGIST VI (NDP, BEN)	105.00
(572) SCIENTIST/DESIGN TECHNOLOGIST VII	110.00
(205) ENGINEER I	75.00
(206) ENGINEER II (JOB)	85.00
(207) ENGINEER III (JAM, CCM, SNP, LVM)	90.00
(208) ENGINEER IV	98.00
(209) ENGINEER V	112.00
(199) ELECTRICAL ENGINEER XI (RRS, DLG)	155.00
(493) PROFESSIONAL ENGINEER III (GCB)	100.00
(494) PROFESSIONAL ENGINEER IV (JEO, CJL, JAE)	110.00
(495) PROFESSIONAL ENGINEER V (SRH, CMB, BAS)	130.00
(496) PROFESSIONAL ENGINEER VI (GBM, CJE, CWB, JDS)	142.00
(497) PROFESSIONAL ENGINEER VII (TLF, KJP, JLE)	155.00
(498) PROFESSIONAL ENGINEER VIII (SPA, RJA)	160.00
(499) PROFESSIONAL ENGINEER IX (DRG)	180.00
(681) SURVEYOR IN TRAININGIII (SNP)	90.00
(515) PROFESSIONAL LAND SURVEYOR VI (SPF)	115.00
(516) PROFESSIONAL LAND SURVEYOR VII	135.00
(517) PROFESSIONAL LAND SURVEYOR VIII	150.00
(654) STRUCTURAL ENGINEER IV (JAE)	110.00
(655) STRUCTURAL ENGINEER V (CMB, BAS)	130.00
(657) STRUCTURAL ENGINEER VII	155.00
(658) STRUCTURAL ENGINEER VIII (JFS)	170.00
(660) STRUCTURAL ENGINEER X (DLM)	210.00
(230) ENVIRONMENTAL GEOLOGIST VI (BEN)	120.00
(156) CLERICAL III (CSK)	55.00
(157) CLERICAL IV (MJD, ALG)	60.00
(525) PROJECT ADMINISTRATOR V (TLH)	88.00
EFFECTIVE 10/1/14	