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 <u>CITY</u> and <u>Dewberry Architects</u>, <u>Inc.</u>, Consulting Engineers, 401 S.W. Water Street, Suite 701, Peoria, Illinois 61602, hereinafter called the **ENGINEER**, parties to the **Agreement** (the "Agreement") dated May 22, 2012.

SERVICES included under this Amendment (construction inspection, plan review, and subdivision process management) 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. 2012 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 Amendment shall not exceed <u>EIGHTY THOUSAND DOLLARS (\$80,000.00)</u>. 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:** Attest: City of Peoria, Illinois **Executed by CITY:** Attest: Reviewed and Approved: By: Patrick Urich Beth Ball Title: City Clerk Title: City Manager **Donald Leist** Title: Corporation Counsel Michael T. Rogers Title: Director of Public Works

Attachment A

STANDARD HOURLY BILLING RATE SCHEDULE

Dewberry

Engineering/Planning/Landscape/Architecture/Surveying Services/MC Services

	Hourly Rates
Principal	\$200.00
Admin Assistant/Professional I - II - III - IV	\$50.00 - \$60.00 - \$70.00 - \$80.00
CADD Technician I – II – III – IV	\$55.00 - \$65.00 - \$75.00 - \$85.00
Construction Administrator I – II	\$95.00 - \$110.00
Engineer/Planner/Landscape/Architect/MC I - II - III	\$70.00 - \$80.00 - \$90.00
Engineer/Planner/Landscape/Architect/MC IV - V - VI	\$105.00 - \$120.00 - \$135.00
Engineer/Planner/Landscape/Architect/MC VII - VIII	\$150.00 - \$165.00
Engineer/Planner/Landscape/Architect/MC IX	\$180.00-\$200.00
Interior Designer I – II – III- IV	\$55.00 - \$70.00 - \$90.00- \$110.00
Geographer/GIS I – II – III	\$60.00 - \$70.00 - \$80.00
Geographer/GIS IV – V – VI	\$90.00 - \$105.00 - \$120.00
Geographer/GIS VII - VIII - IX	\$135,00 - \$155.00 - \$175.00
Resident Engineer I - II - III - İV	\$70.00 - \$80.00 - \$95.00 - \$110.00
Resident Construction Technician I-II	\$50,00 - \$60.00
Survey/Computor I – II – III	\$60.00 - \$70.00 - \$80.00
Survey/Computer IV - V - VI	\$95.00 - \$110.00 - \$125.00
Technical Assistant I - II - III - IV- V	\$45.00 - \$55.00 - \$65.00 - \$75.00 - \$85.00
Surveyor I – II – III	\$45.00 - \$55.00 - \$65.00
Surveyor (V - V - VI	\$80.00 - \$90.00 - \$105.00
Reimbursable Expenses (Including subconsultants, courier, postal services, etc.)	c.) Cost + 15%

Dewberry
Revised September 1, 2010

Subject to revision

Schedule STD