

**AMENDMENT NO. 1
TO AGREEMENT FOR AS-NEEDED ENGINEERING SERVICES**

THIS AMENDMENT (hereinafter referred to as Amendment No. 1) is made to the Agreement for As-Needed Engineering Services (Ord. 2001-64) between The City of Mason (hereinafter referred to as the OWNER) and Camp Dresser & McKee (hereinafter referred to as the ENGINEER);

WITNESSETH, WHEREAS, on April 9, 2001, the parties hereto entered into Agreement (hereinafter referred to as the Agreement) for providing as-needed engineering services and

WHEREAS, OWNER desires ENGINEER to provide additional as-needed engineering services;

NOW, THEREFORE, incorporating these premises, and in consideration of the mutual promises, terms, and conditions contained herein and in the Agreement, the parties do hereby agree as follows:

Section I - Scope of Services

The Owner hereby engages the ENGINEER under this Amendment No. 1 to provide services as further defined in Exhibit A to this Amendment No. 1.

Section II - Compensation

For services covered under this Amendment, the OWNER agrees to pay the ENGINEER as set forth in Section 5 - Compensation and Duration, and to increase the maximum billing amount under this Agreement from \$61,770 to \$133,590 and to extend the duration of the services from December 31, 2001 to December 31, 2002.

Section III - Other Matters

It is mutually understood and agreed that all other provisions of the Agreement not specifically modified herein shall remain in effect.

AUTHORITY FOR THIS AGREEMENT AMENDMENT

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement.

CITY OF MASON, OH

Signed: [Signature]

Typed: Scott F. Lahrmer

Title: City Manager

Date: 4/1/02

SERVICE PROVIDER

Signed: [Signature]

Typed: CHRISTOPHER T. CALPIN

Title: ASSOCIATE

Date: 4/3/02

**ATTACHMENT A TO AMENDMENT NO. 1
BETWEEN OWNER AND ENGINEER FOR
AS-NEEDED ENGINEERING SERVICES**

FURTHER DESCRIPTION OF ENGINEERING SERVICES AND RELATED MATTERS:

This is an Exhibit attached to and made a part of Amendment No. 1, dated April 3, 2002 2002, between the City of Mason, Ohio (OWNER) and Camp Dresser & McKee, 8805 Governor's Hill Drive, Suite 260, Cincinnati, Ohio 45249 (ENGINEER) for professional services. This amendment modifies the Agreement between OWNER and ENGINEER dated April 9, 2001, for providing as-needed engineering services.

- I. The Basic Services of ENGINEER as described in Section 2 of said Agreement are amended and supplemented as follows:**

Scope of Services

Task 1 – As-Needed Engineering Services

ENGINEER will assist the City staff with some of the more routine functions of the department. One of these anticipated activities is plan review. Reviews will be based on the City of Mason Construction Standards, as well as other established standards adopted by the City. Plan reviews would be completed within 30 calendar days of receipt by CDM. However, it is anticipated that review times for most of the plans received by CDM should not exceed 14 calendar days.

Task 2 – Project Management

ENGINEER will prepare monthly status reports describing progress to date, reviews completed, problems encountered, and action items to resolve problems. Included with the monthly progress report will be a summary of the number of hours expended on each review. A monthly invoice will be generated and included as an attachment to the monthly progress report.

ENGINEER will attend periodic meetings with OWNER staff when requested by OWNER or when necessary to complete an activity.

- II. Compensation for services rendered by ENGINEER shall be as set forth in EXHIBIT B.**

The OWNER agrees to pay ENGINEER for the professional services as specified within this amendment an amount not to exceed \$71,820 unless additional appropriations are separately authorized.

**ATTACHMENT B
CAMP DRESSER & McKEE
SCHEDULE OF MAXIMUM HOURLY BILLING RATES**

<u>LABOR CLASSIFICATIONS</u>	<u>MAX. HOURLY RATES</u>
<u>PROFESSIONAL SERVICES:</u>	
Professional I	\$80.00
Professional II	\$100.00
Senior Professional	\$120.00
Principal/Associate	\$135.00
Officer	\$160.00
 <u>PROFESSIONAL SUPPORT SERVICES</u>	
Senior Support Services	\$85.00
Staff Support Services	\$70.00
 <u>PROJECT SUPPORT SERVICES:</u>	
Project Administration	\$65.00

1. Employees will be invoiced at a rate equal to their actual labor cost, multiplied by a factor of 3.0. The above rates depict maximum hourly rates that will not be exceeded for individuals within each labor classification.
2. In addition to the above salaries, the City of Mason will reimburse CDM for other direct costs (ODCs) applicable for this project as listed below.

All expenses incurred for this project from outside vendors will be invoiced at cost plus 10 percent to cover administrative expenses. These items may include, but are not limited to: shipping charges; printing supplies; equipment; special insurance, licenses; permits; or subcontractors. Contract employees will be invoiced at cost plus 50 percent to cover overhead costs associated with office support. Total rate for services of contract employees shall not exceed the hourly billing rate of comparable, full-time CDM staff.

3. CDM's in-house services will be invoiced at the following rates:
 - Transportation
 - \$0.365/mile for personal or company-owned vehicles.
 - Reproduction
 - \$0.10/copy for standard page-sized documents

4. In the event that performance of the services under this Agreement is delayed past December 31, 2002, for reasons beyond the control of CDM or because the scope of such services is changed, the amounts set forth herein shall be subject to adjustment.