

RESOLUTION. R15-17

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A CONTRACT WITH CH2MHill FOR CONSTRUCTION ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT PLANT IMPROVEMENT PHASE I PROJECT.

WHEREAS, the Village of Covington operates a Waste Water Treatment plant;

WHEREAS, the State of Ohio licenses said plant and requires the plant to meet certain environmental standards;

WHEREAS, the Village of Covington has reviewed the conditions of its current treatment plant with the State of Ohio and is required to modify its plant to meet new standards;

WHEREAS, CH2MHill Engineers, Inc. is a qualified engineering firm which has been previously contracted to design, prepare specifications and bid phase I of the improvements needed to be made at the Wastewater Plant;

WHEREAS, CH2MHill Engineers, Inc. has completed the design work for the phase I improvements of the Wastewater Treatment Facility;

WHEREAS, the Village of Covington has tentatively awarded the Construction Contract for these improvements to Jutte Excavating;

NOW THEREFORE, BE IT RESOLVED by the Legislative Authority of the Village of Covington, State of Ohio, that:

SECTION. 1: The Village Administrator is authorized to enter into the attached agreement with CH2MHill Engineers, Inc. for engineering services during the Phase I construction improvements to the Village of Covington's Wastewater Treatment Plant;

SECTION. 2: this Resolution shall take effect and be in force from and after the earliest period allowed by law.

APPROVED April 3, 2017:



Edward L. McCord, Mayor



R. Scott Tobias, President of Council



Brenda Carroll, Fiscal Officer / Clerk

This AGREEMENT is between CH2M HILL ENGINEERS, INC., ("ENGINEER"), and

Village of Covington, Ohio

("OWNER")

for a PROJECT generally described as:

Engineering Services During Construction for
Village of Covington Wastewater Treatment Facility Phase 1 Improvements

ARTICLE 1. SCOPE OF SERVICES

ENGINEER will perform the Scope of Services set forth in Attachment A.

ARTICLE 2. COMPENSATION

OWNER will compensate ENGINEER as set forth in Attachment B. Work performed under this AGREEMENT may be performed using labor from affiliated companies of ENGINEER. Such labor will be billed to OWNER under the same billing terms applicable to ENGINEER's employees.

ARTICLE 3. TERMS OF PAYMENT

OWNER will pay ENGINEER as follows:

3.1 Invoices and Time of Payment

ENGINEER will issue monthly invoices pursuant to Attachment B. Invoices are due and payable within 30 days of receipt.

3.2 Interest

3.2.1 OWNER will be charged interest at the rate of 1-1/2% per month, or that permitted by law if lesser, on all past-due amounts starting 30 days after receipt of invoice. Payments will first be credited to interest and then to principal.

3.2.2 In the event of a disputed billing, only the disputed portion will be withheld from payment, and OWNER shall pay the undisputed portion. OWNER will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

3.2.3 If OWNER fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving 7 days' written notice to OWNER, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to OWNER for delays or damages caused by OWNER because of such suspension.

ARTICLE 4. OBLIGATIONS OF ENGINEER

4.1 Standard of Care

The standard of care applicable to ENGINEER's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. ENGINEER will reperform any services not meeting this standard

without additional compensation. CH2M shall not be responsible for the cost of any construction rework or replacement. NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESSED OR IMPLIED, IS INTENDED IN OR BY THIS AGREEMENT.

4.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.

4.3 ENGINEER's Personnel at Construction Site

4.3.1 The presence or duties of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER's personnel in any way responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

4.3.2 ENGINEER and ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.

4.3.3 The presence of ENGINEER's personnel at a construction site is for the purpose of providing to OWNER a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction

documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

4.4 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, ENGINEER makes no warranty that OWNER's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.

If OWNER wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, OWNER will employ an independent cost estimator, contractor, or other appropriate advisor.

4.5 Construction Progress Payments

Recommendations by ENGINEER to OWNER for periodic construction progress payments to the construction contractor(s) will be based on ENGINEER's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between OWNER and the construction contractors that affect the amount that should be paid.

4.6 Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

4.7 Access to ENGINEER's Accounting Records

ENGINEER will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to OWNER

during ENGINEER's normal business hours for a period of 1 year after ENGINEER's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. OWNER may only audit accounting records applicable to a cost-reimbursable type compensation.

4.8 ENGINEER's Insurance

ENGINEER will maintain throughout this AGREEMENT the following insurance:

- (a) Worker's compensation and employer's liability insurance as required by the state where the work is performed.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$1,000,000 combined single limits.
- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.
- (e) OWNER will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverages identified in items (b) and (c) and ENGINEER waives subrogation against OWNER as to said policies.

ARTICLE 5. OBLIGATIONS OF OWNER

5.1 OWNER-Furnished Data

OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's services on the PROJECT. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER.

5.2 Access to Facilities and Property

OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. OWNER will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of OWNER's facilities as may be required in connection with ENGINEER's services.

5.3 Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's services or PROJECT construction.

5.4 Timely Review

OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as OWNER deems

appropriate; and render in writing decisions required by OWNER in a timely manner.

5.5 Prompt Notice

OWNER will give prompt written notice to ENGINEER whenever OWNER observes or becomes aware of any development that affects the scope or timing of ENGINEER's Services, or of any defect in the work of ENGINEER or construction contractors.

5.6 Asbestos or Hazardous Substances

5.6.1 If asbestos or hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

5.6.2 If asbestos is suspected, ENGINEER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

5.6.3 If hazardous substances other than asbestos are suspected, ENGINEER will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

5.6.4 Client recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

5.7 Contractor Indemnification and Claims

5.7.1 OWNER agrees to include in all construction contracts the provisions of Article 4.3, ENGINEER's Personnel at Construction Site, and provisions providing contractor indemnification of OWNER and ENGINEER for contractor's negligence.

5.7.2 OWNER shall require construction contractor(s) to name OWNER and ENGINEER as additional insureds on the contractor's general liability insurance policy.

5.7.3 OWNER agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers:

"Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against ENGINEER, ENGINEER's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the engineering services performed. OWNER will be the only beneficiary of any undertaking by ENGINEER."

5.8 OWNER's Insurance

5.8.1 OWNER will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

5.8.2 OWNER will provide for a waiver of subrogation as to all OWNER-carried property damage insurance, during construction and thereafter, in favor of ENGINEER, ENGINEER's officers, employees, affiliates, and subcontractors.

5.8.3 OWNER will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all PROJECT work including the value of all onsite OWNER-furnished equipment and/or materials associated with ENGINEER's services. Such policy will include

coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to ENGINEER and the construction contractor(s) (or OWNER), and their respective officers, employees, agents, affiliates, and subcontractors. OWNER will provide ENGINEER a copy of such policy.

5.9 Litigation Assistance

The Scope of Services does not include costs of ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by OWNER. All such Services required or requested of ENGINEER by OWNER, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed.

5.10 Changes

OWNER may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

6.1 Authorization to Proceed

Execution of this AGREEMENT by OWNER will be authorization for ENGINEER to proceed with the work, unless otherwise provided for in this AGREEMENT.

6.2 Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. OWNER agrees to indemnify ENGINEER and ENGINEER's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.

6.3 Force Majeure

ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ENGINEER. In any such event, ENGINEER'S contract price and schedule shall be equitably adjusted.

6.4 Limitation of Liability

6.4.1 To the maximum extent permitted by law, ENGINEER's liability for OWNER's damages will not, in the aggregate, exceed the fee received under this Agreement.

6.4.2 This article takes precedence over any conflicting article of this AGREEMENT or any document incorporated into it or referenced by it.

6.4.3 This limitation of liability will apply whether ENGINEER's liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include ENGINEER's officers, affiliated corporations, employees, and subcontractors.

6.5 Termination

6.5.1 This AGREEMENT may be terminated for convenience on 30 days' written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.

6.5.2 On termination, ENGINEER will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

6.6 Suspension, Delay, or Interruption of Work

OWNER may suspend, delay, or interrupt the Services of ENGINEER for the convenience of OWNER. In such event, ENGINEER's contract price and schedule shall be equitably adjusted.

6.7 No Third-Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than OWNER and ENGINEER and has no third-party beneficiaries.

6.8 Indemnification

6.8.1 ENGINEER agrees to indemnify OWNER for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of ENGINEER, ENGINEER's employees, affiliated corporations, and subcontractors in connection with the PROJECT.

6.8.2 OWNER agrees to indemnify ENGINEER from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of OWNER, or its employees or contractors in connection with the PROJECT.

6.9 Assignment

This is a bilateral personal Services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

6.10 Consequential Damages

To the maximum extent permitted by law, ENGINEER and ENGINEER's affiliated corporations, officers, employees, and subcontractors shall not be liable for OWNER's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect ENGINEER against indirect liability or third-party proceedings, OWNER will indemnify ENGINEER for any such damages.

6.11 Waiver

OWNER waives all claims against ENGINEER, including those for latent defects, that are not brought within 2 years of substantial completion of the facility designed or final payment to ENGINEER, whichever is earlier.

6.12 Jurisdiction

The substantive law of the state of the PROJECT site shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.13 Severability and Survival

6.13.1 If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

6.13.2 Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

6.14 Materials and Samples

Any items, substances, materials, or samples removed from the PROJECT site for testing, analysis, or other evaluation will be returned to the PROJECT site within 60 days of PROJECT close-out unless agreed to otherwise. OWNER recognizes and agrees that ENGINEER is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

6.15 Engineer's Deliverables

Engineer's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for OWNER or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

6.16 Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

6.17 Ownership of Work Product and Inventions

All of the work product of the ENGINEER in executing this PROJECT shall remain the property of ENGINEER. OWNER shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the PROJECT shall remain the property of the ENGINEER.

ARTICLE 7. ATTACHMENTS, SCHEDULES, AND SIGNATURES

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A--Scope of Services
Attachment B--Compensation

IN WITNESS WHEREOF, the parties execute below:

For OWNER, Village of Covington, Ohio

dated this _____ day of _____, 2017

Signature _____

Name (printed) _____

Title _____

Signature _____

Name _____

Title _____

For ENGINEER, CH2M HILL ENGINEERS, INC.,

dated this 28th day of March, 2017

Signature _____

Name (printed) _____

Title _____

Jeremy R. Johnson
Jeremy R. Johnson
Manager of Projects

Signature _____

Name (printed) _____

Title _____

Address for Notice:

OWNER:

Attn: Michael Busse, Village Administrator

Village of Covington, Ohio

1 South High Street

Covington, Ohio 45318

ENGINEER:

CH2M HILL Engineers, Inc.

Attn: Legal Department

9127 S. Jamaica Street

Englewood, CO 80112

Attachment A

Scope of Work

Purpose

The main purpose of this work is to support the Village during the construction of the Phase 1 Improvements at the Village's Wastewater Treatment Facility by providing engineering services during construction as defined below. The Phase 1 Improvements were designed by the CH2M under another contract and included the following major components:

- New ultraviolet (UV) disinfection and post-aeration structure and facilities
- Demolition of the existing chlorine contact and post aeration basins
- New plant effluent pump station, with valve vault and monitoring manhole, and associated yard piping
- Modifications to the plant electrical system as relates to new facilities
- Modifications to the plant Supervisory Control and Data Acquisition (SCADA) system as relates to new facilities
- Plant outdoor lighting associated with new facilities
- Ancillary civil, structural, process, electrical, and instrumentation related to the new facilities

CH2M will provide the following scope of services related to this project.

Services During Construction (SDC)

CH2M will provide Services During Construction (SDC) as defined below. These SDC are intended to assist the Village to administer the contract for construction, observe that the Contractor's work is in substantial compliance with the contract documents, and assist the Village in responding to events that occur during the construction. These SDC are based on the understanding that the Village will contract directly with the Contractor and will be actively involved in the construction process to inspect construction work daily, make decisions, provide approvals, and perform other actions necessary for the completion of the construction. These SDC are also based on the Village executing a contract for construction with the Contractor that is consistent with the CH2M's Agreement and with these SDC, and which provides the requisite authority for CH2M to fulfill its SDC responsibilities.

Task 1 – Submittals Review

CH2M's scope for submittal review of the Village's Contractor's documents shall be based upon the scope of work in the contract for construction. CH2M's design team shall review Contractor's payment requests, shop drawings, samples, and other submittals. CH2M will log and track shop drawings, samples and submittals it reviews. For the purposes of this task, it is assumed that there will be a total of 85 submittals (including resubmittals of rejected initial submittals) submitted by the Contractor for review by CH2M.

CH2M's review of all shop drawings, samples and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.

Task 2 – Meetings

CH2M will attend a preconstruction meeting, regular contractor progress meetings, and other on-site meetings as requested by the Village to support the construction and inspection of the project. For the purposes of this task, it is assumed that there will be a total of 16 on-site meetings during construction of the project.

Task 3 – Requests for Information and Clarifications

CH2M will review the Contractor's requests for information or clarification of the contract for construction. CH2M will coordinate such review with the Village. CH2M will coordinate and issue responses to the requests. CH2M will provide written responses to the Contractor's request for interpretation or clarification of the contract documents. For the purposes of this task, it is assumed that there will be a total of 15 requests for information, requests for clarification, and requests for interpretation.

CH2M will assist the Village in reviewing and responding to the Contractor's requests for substitution of materials and equipment. CH2M will review such requests and will advise the Village as to the acceptability of such substitutions. For the purposes of this task, it is assumed that there will be a total of 3 proposed substitutions for consideration by the Village and CH2M.

Task 4 – Field Inspection Support

CH2M will conduct periodic on-site observations of the Contractor's work at the request of the Village for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept is maintained.

Should CH2M discover or believe that any work by the Contractor is not in accordance with the contract for construction, CH2M shall bring this to the attention of the Contractor and the Village. CH2M shall thereupon monitor the Contractor's corrective actions and shall recommend to the Village as to the acceptability of the corrective actions.

Task 5 – Modifications

CH2M will assist the Village with the issuance of changes to the contract for construction. CH2M will review the Contractor's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. CH2M will assist the Village with negotiations of the proposal and, upon approval by the Village, prepare final change order documents for execution by the Village and Contractor. For the purposes of this task, it is assumed that there will be a total of 3 change order modifications of the construction documents.

Task 6 – Operations & Maintenance Manual Modification

CH2M will coordinate with the Contractor for the submission of required manuals for operation and maintenance provided by manufacturers. CH2M will modify the current O&M manual for the facility to incorporate information related to the Phase 1 Improvements. The updates will explain the various primary modes of operation that may be used, including both normal operation and initial emergency operation procedures, for the new facilities. Where appropriate, reference will be made to the manufacturer's detailed O&M submittals. The manual will be suitable for use as an operational tool and to facilitate operator training. The manual will be produced in a hard copy and electronic format for integration with existing Plant O&M documentation.

Task 7 - Record Drawings

CH2M will revise the original design drawings to reflect available record information provided by the Contractor and equipment suppliers. One reproducible set and a CD with the files will be submitted to the Village in AutoCAD compatible (drawings) format.

Task 8 - Project Management

CH2M will provide project management services for the oversight of its staff in the performance of the SDC. Coinciding with the submittal of project invoices, CH2M will prepare monthly progress reports for the Village. The report will include information to allow monitoring of the project progress and tasks. Report will provide details of work performed and identified potential issues.

For regular review of project progress, CH2M's Project Manager will be available for phone conferences to review monthly project progress reports and issues impacting the project with the Village. If requested by the Village, an in-person progress meeting may be held but will be scheduled to coincide with other associated project meetings noted in Task 2 above.

Village-Provided Services

This scope of services assumes that the Village will provide the following information and services during the construction of this project:

- Provide daily inspection services for the construction of the project, including special inspection services required by building and construction codes.

Schedule

The schedule for the SDC work shall be in compliance with the schedule for the construction of the Phase 1 improvements. Substantial completion of the construction of Phase 1 Improvements is estimated to be reached by April 30, 2018. Any change in the construction schedule may be grounds for adjustment in CH2M's level of effort and/or fee.

Attachment B

Compensation

1. The total fee for performance of the Scope of Services, as outlined in Attachment A to this Agreement, is a budget of **\$268,453.00**. This amount includes all direct and indirect labor charges, material cost, overheads, and profits plus all other fees and charges including expenses. Such direct expenses include:
 - a. Travel, subsistence, and incidental costs.
 - b. Use of motor vehicles on a monthly rental basis for assigned vehicles and on a mileage basis or rental cost basis for vehicles used for short periods.
 - c. Long distance telephone costs and Project "onsite" telephone costs.
 - d. Reproduction of reports.
 - e. Postage and shipping charges for Project-related materials.
 - f. Computer time charges, including program use charges.
 - g. Rental charges for use of equipment, including equipment owned by the Engineer.

Labor billing rates will be based on actual raw salary of personnel working on the project times a multiplier of 3.0. Expenses shall be billed at cost. Travel expenses shall be billed at the current federal rate for mileage without mark-up. Subcontractors shall be billed at cost plus ten percent.

2. The following are expenses that are not included in the fee set forth in Section 1(above) and will be negotiated for inclusion in the contract if they are applicable:
 - a. Charges of special consultants requested or authorized by the Village.
 - b. Special insurance coverage required by the Village. Local taxes or fees applicable to the consulting work or payment therefore.
 - c. Cost of acquiring any other materials or services specifically for and applicable to only this Project.
3. Supplemental Services. The Village reserves the right to add supplemental services deemed by the Village as necessary for the completion of this project based on a mutual agreement between both parties. Each item of supplemental services shall be specifically authorized by the Village, and a maximum billing limit shall be established before the work is started. The amount billed for each item of supplemental services shall not exceed the amount established for it without further written authorization by Village. Additional amounts for supplemental services may be authorized by Village, if necessary, as the work progresses.