

Town of Johnstown
Attn: Matt LeCerf, Town Manager
Ellen Hilbig, Utilities Director
450 S Parish Avenue, PO Box 609
Johnstown, Colorado 80534

March 8, 2023

TRANSMITTED VIA EMAIL (NO HARD COPY WILL FOLLOW):

Matt LeCerf at MLeCerf@JohnstownCO.gov | Ellen Hilbig at EHilbig@JohnstownCO.gov

RE: Additional Services, Extended Construction Engineering Services, and SCADA Programming Services for Johnstown Central Wastewater Treatment Plant Expansion Project

Dear Matt and Ellen:

AQUA Engineering (AQUA) is providing our scope of services and fee for amendment to the existing Construction Engineering Services for the Johnstown Central Wastewater Treatment Plant. As noted in our current Agreement, these services will be incorporated by an Amendment to the existing *Agreement Between Owner and Engineer for Professional Services* (Agreement) with the Town dated June 30, 2021.

SCOPE OF WORK

CONSTRUCTION ENGINEERING SERVICES AMENDMENT

AQUA Engineering is already under contract in the Agreement for 18-months of Construction Phase Services (contract fee of \$786,943.00), excluding SCADA Programming. At the time of original Agreement, assumptions were made on the level of effort and duration of construction. This amendment incorporates the following changes to the current Construction Phases Services scope of services, which are calibrated based on the final design, Moltz' GMP and construction schedule, and the addition of SCADA Programming:

- Construction Engineering Services:
 - Extension of the Construction Engineering Services duration to 33 months (equal to Moltz' final GMP construction schedule starting with Notice-to-Proceed and ending with Final Completion), and;
 - Increase of Construction Engineering Services fee to \$1,446,239. The increased fee is the result of additional construction schedule and recalibration of level of effort based on the final design, estimated number of submittals and RFI's, Low Point WWTP Construction workflow, construction observations and site visits, etc.
- SCADA Programming:
 - Additional services for SCADA Programming and associated Start-Up Assistance for a fee of \$357,241.

The amended Construction Engineering Services fee is summarized below:

- Construction Engineering Services:
 - Current fee \$786,943.00
 - Increase Amount \$659,296.00 adder
 - **Amended Fee \$1,446,239.00**
- SCADA Programming:
 - **Amended fee \$357,241.00**

AQUA and SKM will provide the construction phase office and field engineering services as required to fulfill the duties and responsibilities noted in the Construction Phase Services Agreement between the Town and Moltz, and as described in the original Agreement. The following Construction Engineering Services tasks per the Agreement are summarized again below and are consistent with the services being provided for the Low Point WWTP project.

7.1. Project Management and Quality Assurance / Quality Control (QA/QC)

AQUA will coordinate and manage the engineering services scope, budget, and schedule throughout the duration of the Agreement. Periodic coordination calls will take place as needed. Monthly progress reports or calls will be provided that include schedule and budget updates. AQUA Principals will be heavily involved in the Project and are responsible for providing overall quality assurance / quality control and ensuring that deliverables meet the highest of standards to meet the goals of the project

7.2. Construction Administration of Construction Contract

Consult with Town and act as Town’s representative as provided in the Construction Contract. Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Town or Contractor, and will not be liable to Town, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in the project Contract Documents, and specifically, EJCDC C-700, which are the Standard General Conditions of the Construction Contract (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Town’s Agreement with Moltz. Engineer shall not be required to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional. All of Town’s instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Town in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

7.2.1. Construction Contract Execution Assistance, Notice to Proceed, and Schedules Review

Assist the Town with CMAR Construction Contract execution, Issue the required Notice to Proceed (NTP) to Moltz (Contractor, or CMAR) and receive, review, and determine the acceptability of schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values. This task also includes conformance document development.

7.2.2. Construction Kick-Off and Progress Meetings

AQUA will facilitate a Construction Kick-off Meeting and attend weekly Construction Project Meetings with Moltz and the Town. Per the pending CMAR Construction Agreement, Moltz is responsible for administering the progress meeting and preparing and distributing meeting minutes.

7.2.3. Engineer Visits to Site and Observation of Construction:

In connection with observations of Contractor's Work while it is in progress:

- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative (RPR). Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Town informed of the progress of the Work.
- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Town a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- c. Defective Work. Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Town regarding whether Contractor should correct such Work or remove and replace such Work, or whether Town should consider accepting such Work as provided in the Construction Contract Documents. If Engineer has knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed

Project as a functioning whole, then inform Town of such incompatibility, and provide recommendations for addressing such Work.

7.2.4. Clarifications and Interpretations (RFI's)

Accept from Contractor and Town submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation (RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

7.2.5. Field Orders

Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

7.2.6. Change Orders and Work Change Directives

Recommend Change Orders and Work Change Directives to Town, as appropriate, and prepare Change Orders and Work Change Directives as required.

Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Town and Contractor. Provide information or data to Town regarding engineering or technical matters pertaining to Claims.

Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Town's use.

7.2.7. Shop Drawings, Samples, and Other Submittals

Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Substitutes and "Or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

Inspections and Tests: Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

Contractor's Completion Documents: Receive from Contractor, review, and transmit to Town maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Town the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment

7.2.8. Applications for Payment

Based on Engineer's observations as a qualified design professional and on review of Applications for Payment and accompanying supporting documentation; Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Town, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in there commendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Town; to determine that title to any portion of the Work, including materials or equipment, has passed to Town free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Town and Contractor that might affect the amount that should be paid.

7.2.9. Substantial Completion Review and Recommendation

Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Town and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Town's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Town regarding any remaining engineering or technical matters affecting Town's use or occupancy of the Work following Substantial Completion.

7.2.10. Start-up and Commissioning Assistance Services

AQUA will facilitate and assist the Town and Moltz with equipment and system start-up and commissioning. This supplemental assistance does not modify the responsibilities of Moltz Construction regarding system start-up, demonstration, training, or commissioning as required by the Construction Contract Documents.

7.2.11. Final Completion Status Review and Notice of Acceptability of the Work / CDPHE Certification

Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Town and Contractor that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

7.2.12. As-Built Documentation

AQUA will update the construction documents with as-built (record) information reflecting construction change orders and other deviations from the construction documents.

7.2.13. Post-Construction Phase/Warranty Period Engineering Services:

AQUA has included an allowance of \$10,000 for engineering services following final-completion within the warranty period.

7.3. Resident Project Representative (RPR)

Provide the services of a part-time RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as described in the EJCDC 2018 General Conditions in the Construction Contract Documents. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth. RPR services will be provided for an average of 12 hours per week for the assumed 33-month construction schedule.

TASK 11 . SCADA PROGRAMMING SERVICES

7.1. SCADA & PLC Programming, Computer Hardware, & Software

Provide a SCADA Computer for the system to be located in the office area. The computer will be a Dell computer running Inductive automation Ignition software with graphical displays, historical trending, and dial out capabilities. This server will be located in a small wall mounted rack including a fiber tray, network switch, and UPS. We will also provide one computer to act as a SCADA Terminal to be located in the office area for general use.

PLC and SCADA Programming will be provided per the P&IDs and SKM standardized programming configuration. HMI Programming will be provided for all points connected to the listed PLC systems. Dialer programming will be provided for points that are alarmed, and the alarms may be adjusted and enabled/disabled by operation staff with proper credentials. Programming work will take approximately 16-20 weeks to complete from time of PO prior to on site testing. The following lists SCADA Package assumptions:

1. Installation of all provided control panels to be provided by project electrician

2. All terminations and labeling of field cables to be provided by project electrician
3. Conduit and Wiring to be performed by others to power the instruments, and interconnect the signals to the Control Panels
4. Network Cable Testing prior to connection to the network switches per the contract specifications
5. Internet connection for remote access to be provided by the Town
6. Telephone connection for dial out connection if required to be provided by the Town

7.2. Startup, Training and Record Drawings

SKM will test the I/O with the electrician that performed the installation and start up the control loops. Up to 5 man-days are included for I/O testing, and up to 5 man-weeks are included for startup and commissioning, including operator training. Remote support during startup and commissioning via VPN to the site is also provided. PLC Panel record drawings will be provided after commissioning.

CLARIFICATIONS, EXCLUSIONS, AND ADDITIONAL SERVICES

Additional or supplemental services beyond the above Scope of Work shall be performed only upon mutual agreement in writing between the Town and AQUA. These services include additional work resulting from changes in the extent of the Project or its design including, but not limited to, changes in Project size, complexity, schedule, or character, or construction approach. Specifically, we note the following assumptions, clarifications, and exclusions to our Scope of Services:

1. These services are based on an estimated 33-month (143-week) construction schedule from Notice to Proceed through Final Completion. Per GMP construction schedule, the following timeframes are assumed:
 - a. 28-months from NTP to Substantial Completion.
 - b. 5-weeks from Substantial Completion through Final Completion and Project Closeout.
2. The following assumptions were made in the development of this scope of services:
 - a. Engineer's site visits: 3-hours per trip, 2 trips per week dedicated to Central (coupled trips with Low Point Project to reduce costs, extended effort to 4-hours per trip after Low Point Project is complete).
 - b. Attend one weekly progress meeting at 1-hour per meeting.
 - c. RPR's site visits: 1-day on-site per week through substantial completion, 1-day on-site between substantial completion and final completion.
 - d. Up to 130 requests for information at 6-hour average response time.
 - e. Up to 240 submittal reviews at 4-hour average review and response time.
3. Engineering services fee was developed based on an assumed 3.5% rate increase over the three-year project.
4. Site visits more than those described above are additional services.
5. Development of a Facility O&M Manual is an additional service.
6. Provide witness of FAT test panels.

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7. Special Inspections: Geotechnical engineering, surveying, materials testing services, and other special inspections by third-parties are excluded.

SCHEDULE

Per the Moltz GMP and construction schedule, substantial completion is estimated within 28-months from construction Notice-to-Proceed, and construction Final Completion is estimated with 33-months from Notice-to-Proceed. These construction phase engineering services are based on a 33-month construction schedule.

COMPENSATION

AQUA respectively requests the following amendments to the Agreements contract amount:

▪ Services through Design Approval (fee unchanged):	\$1,063,057.00
▪ Amended Construction Engineering Services fee (Time and Materials basis):	\$1,446,239.00
▪ Additional SCADA Programming fee (lump sum basis):	\$357,241.00
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Amended Contract Amount	\$2,866,537.00

Refer to the attached Exhibit K for the total Amendment No. 2 amount and overall contract amount.

Additional services will be provided upon request and mutual agreement. AQUA will submit progress invoices based on actual labor hours expended and reimbursable expenses.

Please refer to the original Agreement for a copy of our standard Terms and Conditions and the attached Billing Rate Schedule. If this Professional Services Agreement is acceptable to you, please sign the Authorization section below and on the first page of the Terms and Conditions, keep one original copy for your records and return one complete original copy to AQUA.

If you have any questions, please contact Bob Frachetti or Craig Matsuda at 720-667-1250.

Sincerely,



Bob Frachetti, P.E.
Principal

Encl.: Standard Terms & Conditions
Billing Rate Schedule

AUTHORIZATION

Project: Johnstown Central WWTP Construction Phase Services
Client: Town of Johnstown

Scope of Services Accepted by:
Town of Johnstown

Authorized Signature

Date

AQUA Engineering/Client Standard Terms and Conditions

7935 East Prentice Avenue, Greenwood Village, CO 80111

Phone: 720-667-1250 / Corp. Fax: 801-299-0153



I. SCOPE

AQUA Engineering (AQUA) agrees to perform the services described in the proposal attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of AQUA shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

Client agrees to pay for the services in Article I in accordance with the compensation provisions in the proposal. Payment to AQUA will be made within 30 days after the date of billing. Interest on the unpaid balance will accrue beginning on the 31st day at the maximum interest rate permitted by law.

Time-related charges will be made in accordance with the billing rate referenced in the proposal or Agreement. Direct expenses and Subcontractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, AQUA's standard billing rates shall apply.

III. RESPONSIBILITY

AQUA is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. AQUA shall perform the services in accordance with generally accepted engineering practices and standards in effect when the services are rendered. AQUA does not expressly or impliedly warrant or guarantee its services.

In performing construction management services, AQUA shall act as agent of Client. AQUA's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

The presence of AQUA's personnel at a construction site, whether as on-site representative, resident engineer or construction manager, shall be for the sole purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents and does not constitute any form of guarantee or assurance with respect to contractor's performance. AQUA shall have no responsibility for the contractor's means, methods, techniques, sequences, for safety precautions and programs incident to the contractor's work, or for any failure of contractor to comply with laws and regulations applicable to performing its work.

IV. INDEMNIFICATION

AQUA agrees to indemnify, defend, and hold Client harmless from and against any liability to the extent arising out of the negligent acts, errors or omissions of AQUA, its agents, employees, or representatives, in the performance of duties under the Agreement. Regardless of any other term of this Agreement, in no event shall AQUA be responsible or liable to the other for any incidental, consequential, or other indirect damages. The Client agrees to limit AQUA's liability for the Client's damages to AQUA's fee.

V. ATTORNEYS' FEES

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the nonprevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

VI. INSURANCE

AQUA shall maintain during the life of the Agreement the following minimum insurance:

1. **Comprehensive general liability** insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. **Automobile bodily injury and property damage liability** insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. **Statutory Worker's compensation and employers' liability** insurance as required by state law.
4. **Professional liability** insurance with limits of not less than \$1,000,000.

VII. SUBCONTRACTS

AQUA shall be entitled, to the extent determined to be appropriate by AQUA, to subcontract any portion of the Work to be performed under this Agreement.

VIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or AQUA without the prior written consent of the other.

IX. INTEGRATION

These terms and conditions and the proposal to which they are attached represent the entire understanding of Client and AQUA as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties, provided further that any terms and conditions in any Task Order or purchase order issued in connection or under the Agreement which are inconsistent with the Agreement are deemed null and void.

X. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state in which the AQUA office responsible for the project is located. Jurisdiction of litigation arising from the Agreement shall be in that state.

XI. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by AQUA hereunder are intended solely for the benefit of Client, and no right or benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on AQUA's performance of its services hereunder.

XIII. WORK PRODUCT

AQUA and Client recognize that AQUA's work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify AQUA against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

Any signed, stamped and dated Construction Documents prepared by the Consultant are the Work Product. CADD files are furnished for convenience only. The transfer of the CADD files for use by the Client shall not be deemed a sale and the Consultant makes no warranty, either express or implied, of merchantability or fitness for any particular purpose.

XIV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. **By Client.** By written notice to AQUA, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. AQUA shall be compensated for its reasonable expenses resulting from such suspension including mobilization and de-mobilization. If suspension is greater than 30 days, then AQUA shall have the right to terminate this Agreement in accordance with Article XIV, Termination of Work.
2. **By AQUA.** By written notice to Client, AQUA may suspend the Work if AQUA reasonably determines that working conditions at the Site (outside AQUA's control) are unsafe, or in violation of applicable laws, or for other circumstances not caused by AQUA that are interfering with the normal progress of the Work. AQUA's suspension of Work hereunder shall be without prejudice to any other remedy of AQUA at law or equity.

XV. TERMINATION OF WORK

This Agreement may be terminated as follows:

1. **Client** (a) for its convenience on 30 days' notice to AQUA, or (b) for materially breaches this Agreement through no fault of Client and AQUA neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to AQUA.
2. **By AQUA** (a) for cause, if Client materially breaches this Agreement through no fault of AQUA and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after AQUA has given written notice of the alleged breach to Client, or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or AQUA in the aggregate for more than 30 days.
3. **Payment upon Termination.** In the event of termination, AQUA shall perform such additional work as is reasonably necessary for the orderly closing of the Work. AQUA shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work. Except for termination of AQUA by Client for cause, AQUA shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination.

XVI. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the AQUA Project Manager and to the person signing the proposal on behalf of the Client and shall be effective upon delivery to the address stated in the proposal.

2023 BILLING RATE SCHEDULE

Civil Engineering Hourly Billing Rates

Senior Principal Engineer	\$215
Principal Engineer/Project Manager	\$210
Project Engineer III	\$195
Project Engineer II	\$175
Project Engineer I	\$155
Planner/Funding Specialist	\$135
CAD Designer/Manager	\$145
CAD Designer III	\$135
CAD Designer II	\$125
CAD Designer I	\$110
Administrative/Project Coordinator	\$95
Const. Management Specialist	\$160
On-Site Construction Inspection	\$135

Electrical & Controls Engineering (SKM) Hourly Billing Rates

Electrical Principal Engineer	\$215
Project Engineer III	\$195
Electrical Engineer II	\$175
Electrical EIT	\$155
CAD Designer III	\$135
CAD Designer II	\$125
CAD Designer I	\$110
Senior Controls Engineer	\$170
Controls Engineer	\$155
Junior Controls Engineer	\$140
Electrical Transmission Engineer	\$205
Administrative	\$95

Reimbursable Expenses Schedule

Additional expenses will be handled in the following manner:

Mileage: IRS per mile rate for vehicles not rented

Printing Costs: Pass through at cost for project documents

Sub-Consultants: Pass through at cost, no mark-up