AMENDMENT TO CONTSTRUCTION CONTRACT

THIS AGREEMENT made the _____ day of _____, 2015, between **Tri-State Engineering,** a Missouri corporation, with offices at 702 S. Main St., Joplin, Missouri (hereinafter called the "Contractor"), and **City of Joplin, Missouri,** a Missouri municipal corporation, whose address is 602 S. Main St. Joplin, Missouri (hereinafter called the "Owner").

WHEREAS, Contractor and Owner entered into a Construction Contract approved by City Council on February 3, 2014, a copy of which is attached hereto and incorporated herein by reference as Exhibit A;

WHEREAS, Contractor and Owner desire to amend the Contract because the original contract did not include construction management services, which is vital to this project due to the nature of work and types of soils that are located on the land.

That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows, to-wit:

1. FOR VALUE RECEIVED, the City of Joplin and Contractor hereby amend their February 3, 2014 Contract in each and all of the following respects:

a. By contracting for engineering services to be performed by Contractor in exchange for Twelve Thousand Five Hundred and 00/100 Dollars ($12,500.00). Engineering services shall include but not be limited to preparation of plans for site lighting and electrical. Preparation of plans for obstacles. Redesign to reduce overall project costs. This shall include reduction of pad size and alternate soils stabilization. Preparation of record drawings based on contractor mark ups.

b. By contracting for construction phase services to be performed by Contractor in exchange for Sixty Thousand and 00/100 Dollars ($60,000.00). Construction phase services shall include but not be limited to the review of shop drawings, schedules, pay requests, and a Resident Project Representative. The parties anticipate six pay requests. Construction time for the project is estimated at 6 months. The parties estimate the RFR will spend 4 hours per day for 120 days during construction.

c. By contracting for geotechnical services to be performed by Contractor in exchange for Five Thousand and 00/100 Dollars ($5,000.00).

d. Construction testing services and fulltime construction observation shall be considered additional services.

2. The original bid and contract specifications remain the same. In all other respects, the parties affirm, ratify and readopt the February 3, 2014 Contract's original terms and provisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of April, 2015.

OWNER:

City of Joplin, Missouri

_____ _____

Samuel L. Anselm, City Manager Date

CONTRACTOR:

Tri-State Engineering, Inc.

_____ _____

By: Clayton Cristy Date