CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: George Butler Associates, Inc. Address: 9801 Renner Blvd Lenexa, KS 66219-9745	
Attention:		Attention: Clarence D. Munsch	
Department:		Phone: 913-577-8320	Fax: 913-577-8380
Phone:	Fax:		

AGREEMENT FOR ON CALL PROFESSIONAL ENGINEERING CONSULTING SERVICES

City of Joplin and GBA

THIS AGREEMENT, made and entered into this 22 day of February, 2016, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer in the general area(s) of Transportation Design and Traffic Engineering and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

2. **Term.** The services of the Engineer shall commence as soon as practicable after the execution of this contract and an associated Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A*** of any executed Work Authorization. In no circumstances will new projects be assigned more than twelve months after execution of this agreement.

3. **Payment.** The rate of payment shall be in accordance with Attachment **One**. The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Engineer shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Engineer from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination.** The Engineer agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**: The Engineer shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

12. **Compliance with Laws**. Engineer agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Engineer affirmatively states that payment of all local, state, and federal taxes and assessments owed by Engineer is current.

13. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Engineer is associated with a business entity, Engineer shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. **Nonresident/Foreign Contractors**. The Engineer shall procure and maintain during the life of this contract:

a. If the Engineer is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

15. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **City Benefits**. The Engineer shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

17. **Liability and Indemnity**. The parties mutually agree to the following:

a. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

b. The Engineer shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

c. In no event shall the City be liable to the Engineer for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

18. **Ownership of Documents**. All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this

Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. **Notices**. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20. **Jurisdiction**. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **Entire Agreement**. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

Dan Salisbury
Assistant Director of Public Works/Engineering

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer:

George Butler Associates, Inc.

By: _____

Printed Name: Clarence D. Munsch

Title: Vice President

Date: January 19, 2016

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas A. Heatherly, P.E.
Public Works Director

Date: 2/22/16

EXHIBIT One

GEORGE BUTLER ASSOCIATES, INC.

ENGINEERS / ARCHITECTS

STANDARD HOURLY RATES

Employment Classification	Hourly Rate
Principal	$ 265.00
Senior Associate	215.00
Associate	185.00
Senior Architect / Civil Engineer / Specialist	150.00
Senior Mechanical / Electrical Engineer	160.00
Architect / Civil Engineer / Specialist 1	125.00
Mechanical / Electrical Engineer 1	130.00
Architect / Civil Engineer / Specialist 2	100.00
Mechanical / Electrical Engineer 2	105.00
Architect / Civil Engineer / Specialist 3	95.00
Mechanical / Electrical Engineer 3	102.00
Senior Arch / Civil / Specialist Technician	125.00
Senior Mechanical / Electrical Technician	140.00
Design Technician 1	95.00
Design Technician 2	75.00
Design Technician 3	65.00
Senior Construction Observer	130.00
Construction Observer 1	105.00
Construction Observer 2	96.00
Construction Observer 3	86.00
Construction Observer 4	80.00
Senior Field Technician	102.00
Field Technician 1	85.00
Field Technician 2	72.00
Field Technician 3	58.00
Administrative Assistant 1	87.00
Administrative Assistant 2	65.00
General Office 1	62.00
General Office 2	52.00
Senior Professional Land Surveyor	125.00
Professional Land Surveyor	115.00
Survey Technician 1	95.00
Survey Technician 2	65.00
Survey Technician 3	50.00
2-Man Survey Party	160.00

Equipment

(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)

Global Positioning System Equipment	20.00 per hour
Real Time Kinematic Global Positioning System Equipment (RTK)	60.00 per hour
Nuclear Density/Soil Testing Equipment	50.00 per day
Traffic Counters	20.00 per day

Expenses

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, subsistence, long distance telephone, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.

The following items will be charged as shown:

Personal and Company Vehicles	0.54 per mile

Effective Date: January 1, 2016

EXHIBIT A

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CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: George Butler Associates, Inc. Address: 9801 Renner Boulevard Lenexa, KS 66219-9745	
Attention:		Attention: Clarence D. Munsch	
Department:		Phone: 913-577-8320	Fax: 913-577-8380
Phone:	Fax:		

WORK AUTHORIZATION NUMBER GBA-OC-1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number GBA-OC-1 exceed the sum of FIFTY-TWO THOUSAND SEVEN HUNDRED AND SEVENTEEN Dollars ($ 52,717.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and

limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2016, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer

agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

Engineer: George Butler Associates, Inc.

_____
Name & Title of Staff Project Manager

By: _____

Printed Name: _____

Title: _____

Date: _____

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

CITY OF JOPLIN, MISSOURI

_____
Leslie Haase, Director of Finance

By: _____
Nicholas A. Heatherly, P.E.
Public Works Director

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Date: _____

BRIEF SCOPE OF WORK

Design engineering services to prepare preliminary/right-of-way plans, final plans, specification documents and construction cost estimate for the addition of a channelized right turn in the southeast quadrant of the intersection of 32nd Street and Main Street in the City of Joplin, Missouri.

Surveying & Staking

- Perform topographical survey required for design
- Records research, title work, locate property corners and utility locates for 1 parcel
- Locate section corners, prepare section corner forms and file with the state
- Prepare right of way taking and temporary construction easements
- Stake right of way and easements for property owner
- Prepare legal description and exhibit for 1 parcel
- Prepare base map with title work

Design

- Geometric design for a channelized right turn lane in the southeast quadrant
- Traffic signal modification for the signal in the southeast quadrant
- ADA modifications to meet current standards in the southeast quadrant
- Traffic control, pavement marking and signing for southeast quadrant

Plans

- Preliminary/right-of-way plans and final plans with estimated construction costs at each stage
- Kick-off meeting to take place in the City of Joplin
- Progress meetings associated with plan submittals via conference call
- Tabulated quantities and special details to be included with final plans only
- Answer questions related to plans during construction

FEE SCHEDULE
GEORGE BUTLER ASSOCIATES, INC.
ENGINEERS / ARCHITECTS
STANDARD HOURLY RATES

Employment Classification	Hourly Rate
Principal	$ 265.00
Senior Associate	215.00
Associate	185.00
Senior Architect / Civil Engineer / Specialist	150.00
Senior Mechanical / Electrical Engineer	160.00
Architect / Civil Engineer / Specialist 1	125.00
Mechanical / Electrical Engineer 1	130.00
Architect / Civil Engineer / Specialist 2	100.00
Mechanical / Electrical Engineer 2	105.00
Architect / Civil Engineer / Specialist 3	95.00
Mechanical / Electrical Engineer 3	102.00
Senior Arch / Civil / Specialist Technician	125.00
Senior Mechanical / Electrical Technician	140.00
Design Technician 1	95.00
Design Technician 2	75.00
Design Technician 3	65.00
Senior Construction Observer	130.00
Construction Observer 1	105.00
Construction Observer 2	96.00
Construction Observer 3	86.00
Construction Observer 4	80.00
Senior Field Technician	102.00
Field Technician 1	85.00
Field Technician 2	72.00
Field Technician 3	58.00
Administrative Assistant 1	87.00
Administrative Assistant 2	65.00
General Office 1	62.00
General Office 2	52.00
Senior Professional Land Surveyor	125.00
Professional Land Surveyor	115.00
Survey Technician 1	95.00
Survey Technician 2	65.00
Survey Technician 3	50.00
2-Man Survey Party	160.00

Equipment

(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)

Global Positioning System Equipment	20.00 per hour
Real Time Kinematic Global Positioning System Equipment (RTK)	60.00 per hour
Nuclear Density/Soil Testing Equipment	50.00 per day
Traffic Counters	20.00 per day

Expenses

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, subsistence, long distance telephone, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.

The following items will be charged as shown:

Personal and Company Vehicles	0.54 per mile

Effective Date: January 1, 2016

32nd Street and Main Street Intersection Improvements
Scope and Fee for Engineering Services

CLASSIFICATION	PRI	SAS	ASC	SRE	AES1	AES2	AES3	SRT	TEC1	TEC2	SPLS	PLS	2MANSP	RTK-GPS	CLI	TOTAL		TOTAL
HOURLY CHARGEOUT RATE	$265	$215	$185	$150	$125	$100	$95	$125	$95	$75	$125	$115	$160	$60	$87	HOURS	EXPENSES	COST
TASK 1: DATA COLLECTION/SURVEYING																		
Administration (QA/QC/coordinate design/internal progress mtgs/invoices)		8		8											4	20		$3,268.00
Kick-off meeting with City/MoDOT		4		8												12	$162.00	$2,222.00
Records research, title work and utility locates (1 Parcel)											8					8	$300.00	$1,300.00
Locate section corners and property corners											1		6	2		9		$1,205.00
Topographical survey with Utilities											2		12	6		20	$171.00	$2,701.00
Prepare base map with title work											2	12				14		$1,630.00
Prepare section corner forms and file with state											1	2				3		$355.00
Prepare right of way taking and temp construction easement											1	8				9		$1,045.00
Stake R/W and Easements for property owners											1	1	10			12	$221.00	$2,061.00
TASK 1 SUBTOTAL	**0**	**12**	**0**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**16**	**23**	**28**	**8**	**4**	**107**	**$854.00**	**$15,787.00**
TASK 2: PRELIMINARY/RIGHT OF WAY PLANS																		
Administration (QA/QC/coordinate design/internal progress mtgs/invoices)		8		8											4	20		$3,268.00
Progress meetings with City (conference call)		2		4												6		$1,030.00
Coordinate w/City and MoDOT on existing signal conditions				2												2		$300.00
Prepare preliminary construction cost estimate		2		6												8		$1,330.00
Preliminary/RW Plans submittal to City/MoDOT for review				4												4		$600.00
Geometric Layout					4											4		$500.00
Title sheet & Typical sections					4											4		$500.00
Plan sheets					4											4		$500.00
Detail sheets					4											4		$500.00
Traffic Signal Layout and Wiring Diagram				8	16											24		$3,200.00
Pavement Marking & Signing Plan				2	8											10		$1,300.00
Traffic Control Plan					4											4		$500.00
Cross-sections					8											8		$1,000.00
Addressing Preliminary/RW Plans comments from City/MoDOT					4											4		$500.00
Prepare legal descriptions and exhibits												4				4		$460.00
Address comments on Land Acquisition Documents												2				2		$230.00
TASK 2 SUBTOTAL	**0**	**12**	**0**	**34**	**56**	**0**	**0**	**0**	**0**	**0**	**0**	**6**	**0**	**0**	**4**	**112**	**$0.00**	**$15,718.00**
TASK 3: FINAL PLANS																		
Administration (QA/QC/coordinate design/internal progress mtgs/invoices)		8		8											6	22		$3,442.00
Progress meetings with City (conference call)		2		4												6		$1,030.00
Design analysis related to utilities				8												8		$1,200.00
Prepare construction cost estimate				4												4		$600.00
Prepare technical specifications and special provisions				4												4		$600.00
Internal peer quality review		4		8	4											16		$2,560.00
Final Plans submittal to City/MoDOT				4												4		$600.00
Geometric Layout					2											2		$250.00
Title sheet & Typical sections					2											2		$250.00
Plan sheets					2											2		$250.00
Detail sheets					2											2		$250.00
Traffic Signal Plans, Details, and Quantities				8	12											20		$2,700.00
Pavement Marking Plans, Details, and Quantities				2	2											4		$550.00
Traffic Control Plans, Details, and Quantities				4	24											28		$3,600.00
Cross-sections					8											8		$1,000.00

32nd Street and Main Street Intersection Improvements
Scope and Fee for Engineering Services

	CLASSIFICATION	PRI	SAS	ASC	SRE	AES1	AES2	AES3	SRT	TEC1	TEC2	SPLS	PLS	2MANSP	RTK-GPS	CLI	TOTAL		TOTAL
	HOURLY CHARGEOUT RATE	$265	$215	$185	$150	$125	$100	$95	$125	$95	$75	$125	$115	$160	$60	$87	HOURS	EXPENSES	COST
	Address Final Plans comments from City/MoDOT				1	4											5		$650.00
	Final Plans, Specifications and Estimate submittal to City/MoDOT				1	4											5		$650.00
	Assist City/MoDOT to advertise project for bidding		2														2		$430.00
	Answer contractor questions during bidding phase				4												4		$600.00
	TASK 3 SUBTOTAL	0	16	0	60	66	0	0	0	0	0	0	0	0	0	6	148	$0.00	$21,212.00
	TOTAL FOR ALL SERVICES:	0	40	0	110	122	0	0	0	0	0	16	29	28	8	14	367	$854.00	$52,717.00
	Additional Services (billed at standard hourly rates):																		
1	Final monumentation of right-of-way																		
2	Work related to environmental clearances																		
3	Assistance with public Involvement																		
4	Street lighting design/modification																		
5	Storm sewer/drainage design/modifications																		
6	Retaining wall design																		
7	Coordination with adjacent project on 32nd Street																		
8	Construction staking services																		
9	Construction phase services																		
10	As-built survey and drawings																		
11	Coordination with utility companies during design & relocations; City to handle utility coordination.																		
12	Attend pre-bid meeting																		

TERM OF SERVICE

The approximate general project schedule is as follows:

Notice to Proceed – Design	August 2016
Surveying & Data Collection	September 2016
Preliminary Design	October 2016
Preliminary/Right-of-Way plans	November 2016
Final Design	December2016
Final PS&E Plans	January 2017
Advertise	TBD
Letting	TBD
Notice to Proceed – Construction	TBD

Specific submittal dates to be determined.

This schedule allows for 2 weeks of concurrent review by the City and MoDOT at each submittal.

Advertisement, letting and construction NTP is dependent on right-of-way and utility clearances.