CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Burns & McDonnell Engineering Company, Inc. Address: 9400 Ward Parkway, Kansas City, MO 64114	
Attention: Mr. Chris Parker, P.E.		Attention: Mr. Jeff Barnard, P.E.	
Department: Public Works - Engineering		Phone: 816-728-9058	Fax: 314-682-1600
Phone: 417-624-0820	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER BMC-OC17-002
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 BMC-OC17-002 exceed the sum of Seventeen Thousand Five Hundred Dollars ($17,500.00).

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 interest 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 of 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, 2017, 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 Sixty Two Thousand Seven Hundred Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) 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 attorney's fees incurred by or accessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's 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 Sixty-Two Thousand Seven Hundred Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) 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

Chris Parker, Sanitary Sewer Engineer

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: Burns & McDonnell Engineering Co, Inc.

By: _____

Printed Name: Breck R. Washam, P.E.

Title: Vice President, Regional Office Manager

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

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EXHIBIT A

Project Name/Description: NPDES Support Phase 2
Consultant: Burns & McDonnell Engineering Co., Inc.

Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

A1.01 *Conceptual Phase*

A. Engineer shall:
   1. Reference Scope of Services in Attachment No. 1 – Exhibit A.

B. Billing/Payment Processing
   1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

A1.02 Preliminary Design Phase - (30 percent plans)
Not included with scope of services.

A1.03 Utility Requirements
Not included with scope of services.

A1.04 Surveying Services – General
Not included with scope of services.

A1.05 Right of Way Plan Phase – 60 percent plans
Not included with scope of services.

A1.06 Final Design Phase
Not included with scope of services.

A1.07 Bidding Phase
Not included with scope of services.

A1.08 Construction Phase
Not included with scope of services.

A1.09 Post-Construction Phase
Not included with scope of services

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

ATTACHMENT NUMBER ONE
EXHIBIT A TO WORK AUTHORIZATION NUMBER BMC-OC17-002 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Burns & McDonnell Engineering, Inc.)

1. SCOPE OF SERVICES

Initial screening for water effects ratio (WER) results indicate that that cadmium is a candidate for a full WER, however a different approach will be required for zinc. Water quality criteria for cadmium chronic toxicity may be updated via statewide regulatory change and a WER may not be necessary to achieve desired effluent limitations for cadmium. WER for cadmium is not included as part of this scope of work.

Initial screening for WER results indicate that zinc is not a candidate for a full WER; a dissolved metal translators (DMT) approach may be leveraged to achieve desired effluent limitations for zinc. Prior to initiating a DMT approach, a Natural Background Provision may achieve desired effluent limitations pending feedback from the Missouri Department of Resources. DMT for zinc is not included as part of this scope of work.

Assistance with cadmium and zinc limits will be limited to sixty four hours of service.

Assistance with MS-4 discussion with the Missouri Department of Natural Resources. Up to twenty hours of service are allocated for MS-4 support.

Engineer shall provide the City of Joplin, Missouri with the following scope of services on a time and materials basis.

1.1. REGULATORY AGENCY COORDINATION

Engineer will provide NPDES negotiation support to City and respond to regulatory agency requests for additional information, as requested by City. Activities will include drafting a letter citing statewide changes in the water quality standard for cadmium chronic toxicity that will provide updated effluent limitations at Turkey Creek that are attainable based on historical effluent water quality from the wastewater treatment plant. Thus, a WER focused on cadmium may not be necessary. The letter will also address a Natural Background Provision approach for zinc with the intent of the state updating effluent limitations above the concentrations ambient in Turkey Creek upstream of the wastewater treatment plant discharge. Engineer will also participate in up to two (2) meetings with Missouri Department of Natural Resources (MDNR) staff and coordinate efforts with other consultants retained by the City in support of desired effluent limitations for cadmium and zinc.

2. TERMS

2.1. Schedule: The services of the Engineer shall commence as soon as practicable after execution of this authorization, unless otherwise directed in writing, and shall be undertaken and completed in the light of the purposes of the authorization, however, given the nature of NPDES permit

negotiations a firm timeline for completion is not included herein. Schedule may vary based up on analytical results, Missouri Department of Natural Resources feedback, and final agreed upon approach to zinc and cadmium NPDES effluent limitations.

2.2. Engineer will be compensated on a time and materials basis, but shall not exceed the total compensation amount unless approved in writing by the City. Negotiations may not be complete within the compensation amount; the Engineer will apprise the City of the budgetary status on a monthly basis and when the billed amount has reached eighty percent (80%) of the not to exceed amount.

2.3. In view of the uncertainty involved in environmental concerns, hazardous materials, toxic substances, and similar substances known or suspected to adversely affect the health and safety of humans, animals, or plant organisms, or which are known or suspected to impair the environment ("Hazardous Substances"), City agrees that for claims involving or related to any Hazardous Substances, City agrees to waive, release, and otherwise defend, indemnify, and hold harmless Engineer and Engineer's subcontractors, and their respective officers, directors, employees, agents, and any of them from liability, claims, demands, damages, losses, fines, penalties, and expenses including, without limitation, claims of City, organizations, agencies (public or private), or other third-parties, arising out of or relating to the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain Hazardous Substances. Such indemnification and release includes claims which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant (whether sudden or not). This provision shall also extend to claims or allegations that Engineer or its subcontractors are a "Potential Responsible Party" or to environmental impact claims and associated liabilities, including, without limitation, damages assessed Engineer and any finding of strict liability or joint and several liability.

3. PAYMENT

3.1. Payment to Engineer shall be at the hourly labor rates and non-labor rates set forth in the attachment Number Two to Exhibit A: "Schedule of Hourly Rates and Expenses"; with a total compensation not to exceed amount of Seventeen Thousand Five Hundred Dollars ($17,500), as set forth in Work Authorization Number BMC-OC17-002 to the Agreement for Professional Engineering Consulting Services, Section 5.b.

Scope Item	Hours	Cost including Expenses
Meeting with MDNR	24	$5,500
MDNR Letter	40	$7,750
MS-4 Support	20	$4,250
Total	**84**	**17,500**

Attachment Number Two
Burns and McDonnell
Schedule of Hourly Rates and Expenses

Position Classification	Classification Level	Hourly Billing Rate
General Office*	5	$59.00
Technician*	6	$76.00
Assistant*	7	$87.00
	8	$119.00
	9	$139.00
Staff*	10	$152.00
	11	$168.00
Senior	12	$183.00
	13	$203.00
Associate	14	$213.00
	15	$223.00
	16	$227.00
	17	$232.00

Unit Cost Rates

Description	Unit Cost
Flow Meter Installation	$450.00/each
Flow Monitoring (minimum 5 meters)	$65.00/meter-day
Rain Gauge Monitoring	$15.00/gauge-day

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. Project time spent by corporate officers will be billed at Level 17 rate plus 25 percent.

4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

6. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.

7. The rates shown above are effective for services through December 31, 2017, and are subject to revision thereafter.