SUPPLEMENTAL AGREEMENT #1

FOR ON CALL PROFESSIONAL ENGINEERING CONSULTING SERVICES

CITY OF JOPLIN and GBA

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: David Hertzberg		Attention: Cory Clark	
Department: Public Works		Phone: 913-577-8350	Fax: 913-577-8380
Phone: 417-624-0820 Ext 506	Fax:		

AMENDMENT 1 TO 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 additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number GBA-OC-1 exceed the sum of FORTY-FOUR THOUSAND SEVEN HUNDRED AND EIGHTY-EIGHT Dollars ($44,788.00).

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, 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 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 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 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

Engineer: George Butler Associates, Inc.

_____
Name & Title of Staff Project Manager

By: George C. Clark

Printed Name: GEORGE C. CLARK

Title: SENIOR ASSOC

Date: 10-12-2017

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

CITY OF JOPLIN, MISSOURI

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

Date: _____

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

BRIEF SCOPE OF WORK

Additional 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.

ADDITIONAL SERVICES OUTSIDE OF ORIGINAL SCOPE

- Coordinate & lead bi-weekly conference calls
- Evaluate & redesign taper for channelized right turn lane
- Develop right of way plans to reflect taper redesign and revised right of way
- Wall design & plans to preserve CVS parking lot per property owner agreement
- Create displays for preliminary utility coordination
- Field monumentation of right of way for one property (CVS) per MoDOT requirements
- Develop location survey for one property (CVS) per MoDOT requirements
- Assist City & MoDOT with utility coordination for final plans
- Attend one utility coordination meeting at City Hall (Joplin)
- Create displays for utility coordination meeting
- Revise utility display to reflect decisions from utility coordination meeting

FEE SCHEDULE
GEORGE BUTLER ASSOCIATES, INC.
ENGINEERS/ARCHITECTS
STANDARD HOURLY RATES – EFFECTIVE JULY 1, 2017

Employment Classification	Hourly Rate
Principal	$268.00
Senior Associate	219.00
Director of AES	219.00
Associate	188.00
Senior Lead AES	188.00
Senior Specialist	160.00
Project Leader	165.00
Lead AES	165.00
Specialist	145.00
Senior AES	155.00
Senior Technician	130.00
Project AES	130.00
Project Technician	100.00
Design AES	110.00
Design Technician	82.00
Staff AES	102.00
Staff Technician	70.00
Senior Construction Inspector	130.00
Construction Inspector 4	105.00
Construction Inspector 3	100.00
Construction Inspector 2	90.00
Construction Inspector 1	80.00
Senior Field Technician	110.00
Field Technician 3	90.00
Field Technician 2	80.00
Field Technician 1	70.00
Senior Professional Land Surveyor	130.00
Professional Land Surveyor	120.00
Survey Technician 3	100.00
Survey Technician 2	70.00
Survey Technician 1	52.00
2-Man Survey Party	170.00
Training Coordinator	93.00
Senior Administrative Assistant	93.00
Administrative Assistant	70.00
General Office 2	75.00
General Office 1	54.00

Equipment

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

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, meals, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.

The following items will be charged as shown:

Company Pick-up Truck	0.54 per mile
Personal and Company Cars	0.54 per mile

	CLASSIFICATION HOURLY CHARGEOUT RATE	SAS $219	ASC $188	SRE $155	SRT $130	SPLS $130	PLS $120	2MAN $170	INT $70	TOTAL HOURS	EXPENSES	TOTAL COST
SUP1: ADDITIONAL SERVICES OUTSIDE OF ORIGINAL SCOPE												
1.1	Bi-Weekly Conference Calls/Utility Coordination Support	8		16						**24.0**		**$4,232.00**
1.2	Evaluate Taper Options & Redesign	4	4	16						**24.0**		**$4,108.00**
1.3	R/W Submittal	4	4	24					40	**72.0**		**$8,148.00**
1.4	Wall Layout/Design	4	8	52	16					**80.0**		**$12,520.00**
1.5	Preliminary Utility Coordination Assistance			20						**20.0**		**$3,100.00**
1.6	Field Monument R/W						2	4		**6.0**	$20.00	**$940.00**
1.7	Prepare R/W location Survey					2	10			**12.0**		**$1,460.00**
1.8	Utility Coordination Pre-Meeting Discussions	4		4						**8.0**		**$1,496.00**
1.9	Utility Coordination Meeting (Plus Mileage)	8		8						**16.0**	$160.00	**$3,152.00**
1.10	Utility Coordination Meeting Displays			8					20	**28.0**		**$2,640.00**
1.11	Utility Coordination Follow-Up	8		8						**16.0**		**$2,992.00**
	SUP1 TOTAL	**40.0**	**16.0**	**156.0**	**16.0**	**2.0**	**12.0**	**4.0**	**60.0**	**306.0**	**$180.00**	**$44,788.00**

SUP1: Description of Additional Work

1.1 Scope included progress meetings associated w/ 2 submittals only. Client requested bi-weekly calls. Schedule delays due to funding.
1.2 Evaluation & Redesign occurred after design was accepted by client. Original design was developed in accordance with traffic data provided by client.
1.3 Preliminary/Right of Way plans were scoped as one submittal. R/W plans became a separate submittal due to design change and schedule delays due to funding.
1.4 Wall design was listed as an additional service in the original scope. Wall is required to maintain CVS parking lot.
1.5 Utility coordinatation assistance listed as an additional service in original scope. Assisted client by creating displays to be utilized for utility coordination.
1.6 Field monumentation of right of way listed as an additional service in scope. Monumentation required on MoDOT R/W.
1.7 Right of Way location survey excluded from scope. Location survey required on MoDOT R/W.
1.8 MoDOT & Client requested assistance for additional utility coordination (excluded from original scope)
1.9 MoDOT & Client requested attendance & assistance with utility coordination meeting (excluded from original scope)
1.10 MoDOT & Client requested displays for utility coordination meeting (excluded from original scope)
1.11 MoDOT & Client requested assistance with utility coordination follow-up regarding locations of existing utilities (excluded from original scope)

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 Plans	July 2017
Right-of-Way Plans	November 2017
Final Design	March 2018
Final PS&E Plans	July 2018
Letting	November 2018
Notice to Proceed – Construction	January 2019

Specific submittal dates to be determined.

Dates dependent on right-of-way, utility clearances and funding.