

SUPPLEMENTAL AGREEMENT #1  
FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES  
CITY OF JOPLIN and GBA

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: <b>George Butler Associates, Inc.</b>	
		Address: <b>9801 Renner Boulevard Lenexa, KS 66219-9745</b>	
Attention: <b>David Hertzberg</b>		Attention: <b>Sam Tapko</b>	
Department: <b>Public Works</b>		Phone: <b>913-577-8463</b>	Fax:
Phone: <b>417-624-0820 Ext 506</b>	Fax:		

**AMENDMENT   1   TO WORK AUTHORIZATION NUMBER   GBA-CIST-TC607    
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-CIST-TC607 exceed the sum of FIFTY THREE THOUSAND EIGHT HUNDRED SIXTY AND 00/100 Dollars (\$ 53,860.00 ).

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, 2018, 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 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 Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars (\$2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars (\$410,185.00) 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**

\_\_\_\_\_  
Name & Title of Staff Project Manager

**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:** James R. Jarrett, Jr

**Title:** Vice President

**Date:** 11/27/18

**CITY OF JOPLIN, MISSOURI**

**By:** \_\_\_\_\_  
David Hertzberg, P.E.  
Public Works Director

**Date:** \_\_\_\_\_

EXHIBIT A

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## BRIEF SCOPE OF WORK

Additional design engineering services to prepare final plans for retaining wall design and associated revisions to avoid impacts to the Courtney property at the southeast corner of 44<sup>th</sup> Street and Connecticut Avenue in the City of Joplin, Missouri.

### ADDITIONAL SERVICES OUTSIDE OF ORIGINAL SCOPE

Original scope excluded retaining wall design.

The following additional items are required for this design:

- Update 3D Model to show retaining wall
- Determine limits of retaining wall
- Adjust storm sewer design/layout in conflict with proposed retaining wall
- Revise Plan/Profile sheets for removal of ditch, ditch lining, easements on Courtney Property
- Revise Storm Sewer Plan/Profile sheets for redesign
- Revise Signing/Lighting design and sheets that conflict with proposed retaining wall
- Revise Cross Sections to show retaining wall and barrier
- Revise Quantities/Quantity Sheets (retaining wall, ditch lining, storm sewer)
- Prepare barrier/barrier transition detail sheets
- Prepare retaining wall plan/profile sheet
- Perform retaining wall design
- Prepare retaining wall structural details
- Perform quality control on new and revised sheets
- Perform internal coordination between roadway design and structural design
- Subconsultant – PPI to perform additional geotechnical investigation and prepare a report for retaining wall design

Redesign of reinforced concrete box and storm sewer to eliminate impacts to the Courtney property.

The following additional items are required for this project:

- Adjust RCB Outlet
- Analyze RCB Hydraulics
- Adjust storm sewer connections to RCB
- Revise storm sewer plan/profile sheets for revised RCB connections
- Revise Quantities/Quantity Sheets (RCB, storm sewer)
- Revise RCB detail sheets
- Perform quality control on revised sheets
- Perform internal coordination between roadway design and structural design

Resubmit Final Plans and Cost Estimate for city review.

The following additional items are required for this project:

- Resubmit Final Plans for Review
- Resubmit Final Cost Estimate for Review

**FEE SCHEDULE  
 GEORGE BUTLER ASSOCIATES, INC.  
 ENGINEERS/ARCHITECTS  
 STANDARD HOURLY RATES – EFFECTIVE JULY 1, 2018**

<b>Employment Classification</b>	<b>Hourly Rate</b>
Principal	\$276.00
Senior Associate	232.00
Director of AES	232.00
Associate	195.00
Senior Lead AES	195.00
Senior Specialist	180.00
Project Leader	170.00
Lead AES	170.00
Specialist	145.00
Senior AES	160.00
Senior Technician	135.00
Project AES	140.00
Project Technician	105.00
Design AES	120.00
Design Technician	86.00
Staff AES	108.00
Staff Technician	75.00
Senior Construction Inspector	135.00
Construction Inspector 4	108.00
Construction Inspector 3	104.00
Construction Inspector 2	95.00
Construction Inspector 1	85.00
Senior Field Technician	115.00
Field Technician 3	95.00
Field Technician 2	85.00
Field Technician 1	75.00
Senior Professional Land Surveyor	136.00
Professional Land Surveyor	125.00
Survey Technician 3	100.00
Survey Technician 2	70.00
Survey Technician 1	52.00
2-Man Survey Party	170.00
Training Coordinator	95.00
Senior Administrative Assistant	95.00
Administrative Assistant	72.00
General Office 2	78.00
General Office 1	58.00



## **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 (effective January 1, 2018):

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

CLASSIFICATION	Principal	Senior Associate	Associate	Senior Engineer	Project Engineer	Design Engineer	Senior Tech	ADMIN	Senior Admin	TOTAL		TOTAL
HOURLY CHARGEOUT RATE	\$276	\$232	\$195	\$160	\$140	\$120	\$135	\$70	\$95	HOURS	EXPENSES	COST
<b>SUP1: ADDITIONAL SERVICES OUTSIDE OF ORIGINAL SCOPE</b>												
<b>Task 1 - Retaining Wall Design</b>												
1 Update 3D Model/Determine Limits of Wall				4		8				12.0		\$1,600.00
2 Adjust Storm Sewer to avoid wall (1)				2		4				6.0		\$800.00
3 Update Plan Sheet				2		4				6.0		\$800.00
4 Update Profile Sheets				2		4				6.0		\$800.00
5 Update Storm Sewer Plan Sheets				2		4				6.0		\$800.00
6 Update Storm Sewer Profile Sheets				4		8				12.0		\$1,600.00
7 Update Signing/Lighting Sheets				4		8				12.0		\$1,600.00
8 Update Cross Sections				4		8				12.0		\$1,600.00
9 Update Quantities/Quantity Sheets				2		4				6.0		\$800.00
10 Barrier/Barrier Height Transition Detail Sheet				2		8				10.0		\$1,280.00
11 Retaining Wall Plan/Profile Sheet				4		8				12.0		\$1,600.00
12 Retaining Wall Design and Structural Details				24		40	48			112.0		\$15,120.00
13 QA/QC			4	8		4				16.0		\$2,540.00
14 Internal Coordination				8					2	10.0		\$1,470.00
<b>Task 2 - RCB/Storm Sewer Redesign</b>												
1 Adjust RCB Outlet				2		4				6.0		\$800.00
2 Analyze RCB Hydraulics				2		8				10.0		\$1,280.00
3 Adjust RCB/Storm Sewer Connections (3)				2		8				10.0		\$1,280.00
4 Update Storm Sewer Plan Sheets				2		4				6.0		\$800.00
5 Update Storm Sewer Profile Sheets				2		8				10.0		\$1,280.00
6 Update Quantities/Quantity Sheets				2		4				6.0		\$800.00
7 RCB Details (Sheet 1)				4		8	4			16.0		\$2,140.00
8 RCB Details (Sheet 2)				4		8	4			16.0		\$2,140.00
9 RCB Details (Sheet 3)				4		8	8			20.0		\$2,680.00
10 RCB Details (Sheet 4)				4		8	8			20.0		\$2,680.00
11 QA/QC			4	8		4				16.0		\$2,540.00
12 Internal Coordination				8					2	10.0		\$1,470.00
<b>Task 3 - Resubmit Final Plans/Estimate</b>												
1 Submit Revised Final Plans to Joplin for Review			4							4.0		\$780.00
2 Submit Revised Cost Estimate to Joplin for Review			4							4.0		\$780.00
<b>SUP1 TOTAL</b>	<b>0.0</b>	<b>0.0</b>	<b>16.0</b>	<b>116.0</b>	<b>0.0</b>	<b>184.0</b>	<b>72.0</b>		<b>4.0</b>	<b>392.0</b>	<b>\$0.00</b>	<b>\$53,860.00</b>

**SUP1: Description of Additional Work**

Original scope did not include retaining wall design  
Original scope did not include construction phase services  
Formliner details for wall are considered additional work  
Final design w/ 1 submittal  
Geotechnical investigation performed via City's on call agreement with Palmerton & Parrish

## AMENDED TERMS OF SERVICE

The approximate general project schedule is as follows:

Notice to Proceed – Design	December 2016
Conceptual Plan Submittal	March 2017
Preliminary Plan Submittal	July 2017
Right-of-Way Plan Submittal	September 2017
Final PS&E Submittal	June 2018
<b>Revised Final PS&amp;E Submittal</b>	<b>February 2019</b>
Project Advertise	<del>October 2018</del> <b>March 2019</b>
Project Letting	<del>November 2018</del> <b>April 2019</b>
Notice to Proceed – Construction	<del>Spring 2019</del> <b>May 2019</b>

Specific submittal dates to be determined.

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

Advertisement, letting and construction dates are estimated and may be adjusted dependent on right-of-way and utility clearances.