



**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
ENGINEER-OWNER AGREEMENT
(Doc. No. AE-6)**

AMENDMENT No. 1

Date: 04/01/2020

THIS AMENDMENT modifies the Agreement dated November 19, 2019 made by and between **Burns & McDonnell Engineering Company, Inc.**, (hereinafter called ENGINEER), and **City of Clinton, Oklahoma** (hereinafter called OWNER) for the following Project: Task Order No. 16 – Westside High Tower. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the ENGINEER's Scope of Services is amended as follows:

To include construction services and observation services for the coating of the Westside High Tower per the award to Midwest Industrial Maintenance and Coating, inclusive of the base bid plus both alternates. Observation will be periodic, limited to certain critical timeframes during the coating application process. If required, observation can be transitioned to full-time.

Services to include:

- Submittal/shop drawing review
- Pay application review
- Change order review and assistance
- Attendance at monthly meeting (onsite or virtual as required)
- Onsite observation of surfaces pre/post surface preparation
- Onsite observation of coating application during/after
- Daily general monitoring of application contractor (Midwest Coating)
- Documentation and reports on daily activities – including photos, daily reports, tests conducted, ambient conditions (temperature, humidity, dew point, wet bulb, etc), surface temperature, surface cleanliness, surface preparation, documenting batch mixing/product, material storage, soluble salt test, adhesion test (if requested or applicable), dry film thickness, holiday testing
- Final observation report
- Testing and Standards: All testing and standards will be based on common painting practices developed by NACE and SSPC.

2. The following adjustments are made to the ENGINEER's compensation:

The basis for compensation for construction services and observation services shall be hourly rate per the ENGINEER's Rate Sheet (attached). The estimated value of the services is \$84,195.23. The estimated value shall not be exceeded without authorization by OWNER.

This fee is based on ENGINEER providing full-time observation. The intent is to start these services with periodic observation, and transition to full-time observation only as needed.

3. The time for completion of ENGINEER's Services is adjusted as follows:

Compensation is based on eight contiguous weeks of construction directly following the construction NTP. The following represents the observer's time on the project site commensurate with periodic observation. Additionally, if conditions require, observer's time on site for full-time observation is also identified below.

Periodic - Observation During Surface Preparation and Spot Inspection after Coats
(22 regular days, 3 Saturdays, 3 Sundays, 7 Mobilizations/De-Mobilizations)

Full -Time - Observation Services
(33 regular days, 6 Saturdays, 6 Sundays, 2 Mobilizations/De-Mobilizations)

4. Other changes to the Agreement, if any, are stated below:

Updated rate sheet attached.

5. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT the day and year first written above.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

OWNER: City of Clinton, OK

ENGINEER: Burns & McDonnell Engineering Company, Inc.

By:

Mark A. Skiles

By:

David E. Kinchen

Digitally signed by David E. Kinchen
DN: cn=David E. Kinchen, email=DKinchen@burnsmcd.com,
o=Burns & McDonnell Engineering Company,
ou=DFW WTR, gn=David E. Kinchen
I agree to the terms defined by the
text of my signature on this document

Name:

Mark Skiles

Name:

David E. Kinchen

Title:

City Manager

Title:

Global Practice Leader

Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office*	5	\$65.00
Technician*	6	\$80.00
Assistant*	7	\$93.00
	8	\$127.00
	9	\$152.00
Staff*	10	\$176.00
	11	\$190.00
Senior	12	\$212.00
	13	\$237.00
Associate	14	\$246.00
	15	\$250.00
	16	\$256.00
	17	\$259.00

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 5%.
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 and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2020, and are subject to revision thereafter.