

AMENDMENT TO AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
HDR ENGINEERING, INC.

THIS AMENDMENT TO AGREEMENT (hereinafter "Amendment") by and between the City of Columbia, Missouri (hereinafter "City"), and **HDR Engineering, INC.** (hereinafter "Engineer"), is entered into on the date of the last signatory noted below (the "Effective Date"). City and Engineer are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, on City and Engineer previously entered into an Agreement for Professional Engineering Services (hereinafter "Agreement") for design of upgrades to the City's **West Ash Pump Station**;

WHEREAS, City has need for additional services to be performed by Engineer including construction phase services and additional services set forth in Engineer's Scope of Services West Ash Pump Station Upgrades Project dated March 19, 2024 (hereinafter "Amended Scope of Work") attached hereto and incorporated herein as Exhibit A-1; and

WHEREAS, City and Engineer desire to amend the Agreement's scope of work to include the additional work needed by City and to amend the period of service accordingly.

AMENDMENTS


NOW, THEREFORE, in consideration of the mutual covenants set out herein the Parties agree to amend the Agreement as follows:

1. Within paragraph 5.3 of the Agreement, "303 calendar days" is removed and replaced with "1,770 calendar days".
2. Within paragraph 6.1.1.6, "**shall not exceed \$499,485**" is removed and replaced with "**shall not exceed \$942,277**".
3. The Agreement is amended to include the Amended Scope of Work, Exhibit A-1, which is attached hereto and incorporated herein.
4. The terms and conditions of the Agreement are modified as specifically set forth herein. All other terms of the Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their duly authorized representatives as of the date of the last signatory to this Amendment.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager 

Date: _____

ATTESTED BY:

Sheela Amin, City Clerk


APPROVED AS TO FORM:

Nancy Thompson, City Counselor/ek

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. **27288342-604992, W0145**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, Director of Finance

HDR ENGINEERING, INC

By: 

Cory Imhoff, Senior Vice President

Date: _____
Mar 21, 2024

ATTEST:

By: Patrick Young
Patrick Young (Mar 21, 2024 10:39 CDT)

Name: Patrick Young, Sr, Vice President

AMENDMENT NO.1

EXHIBIT "A-1"

CONSULTANT'S SCOPE OF SERVICES

WEST ASH PUMP STATION UPGRADES PROJECT

HDR ENGINEERING SCOPE OF SERVICES

March 19, 2024

PROJECT DESCRIPTION, TASK LIST, AND SCOPE OF SERVICES

PROJECT DESCRIPTION

This Amendment No.1 covers additional work requested by Owner to provide construction and phases service for the West Ash Pump Station Upgrades project.

SCOPE OF SERVICES

Task 8 – Construction Phase Services

A. Project Management, Document Coordination, Invoicing and QA/QC ⁽¹⁾

The Engineer will perform project management activities throughout the project.

1. Project Initiation and Internal Kickoff:

Engineer will prepare a Project Guide including our internal Project Management Plan and Quality Management Plan. These documents define a roadmap for project execution and include an internal budgeting plan, staffing plan, HDR safety plan, and schedule.

2. Internal Management Reviews:

Engineer will conduct monthly management team review meetings. Engineer will conduct a Process Approach and Resource Review. This is a review of our project approach and internal resource plan to support project delivery efficiencies and quality.

3. Monthly Invoices

Engineer's Project Manager (PM) and accounting staff will prepare monthly invoices, throughout the project construction schedule duration.

4. Quality Assurance/Quality Control

Engineer's Project Manager and Quality Control Manager will audit the projects staff utilizing Engineer's internal QA/QC procedures. Checks on performance and project duties described in the contract will be reviewed once a month. The Quality Manager will perform a monthly on-site QA/QC review of the project inspector's work, project direction, and project documentation.

B. Hold pre-construction conference, issue summary. Schedule, facilitate, and conduct a pre-construction conference with the City, Contractor and interested parties. Prepare minutes of the meeting and distribute to attending parties. PM and assistant PM will attend in person.

- C. Submittal Reviews. Engineer will review each technical submittal for conformance with the Contract Documents. Submittals will be reviewed by the discipline(s) that were involved in the design, and some submittals will require review by multiple engineers. The submittal will be returned with an action based on the completeness of the submittal package. The Engineer's review shall be for general conformity to the Contract Documents and shall not relieve the Contractor of any of its contractual responsibilities.⁽²⁾
- D. Payment applications. Review applications for payment including schedule of values for mathematical accuracy, verify stored materials and work in place, and provide recommendations to Owner within the time limit as required by the Contract Documents.⁽³⁾
- E. Progress Meetings. Schedule and conduct progress meetings (1 per month) virtual or on site with the Contractor and Owner. Prepare meeting minutes and distribute.⁽⁴⁾
- F. Resident Project Representative (RPR)⁽⁶⁾. Engineer will provide part-time RPR to observe the progress of the construction, in accordance with the technical specifications of the contract documents, for conformance with the project drawings and documents. The RPR will be an HDR employee. RPR is City's agent at the site(s), will act as directed by and under the supervision of City, and will confer with City and Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site Work shall, in general, be with Contractor keeping Engineer advised as necessary. RPR's dealings with Subcontractor(s) shall only be through or with the full knowledge and approval of Contractor. The duties of the RPR are further outlined in Contract Documents and Project Manual, Division 00, Specification Section 01 73 01, Article 10.03-Engineer's Status during Construction-Resident Project Representative, and include:
- Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 - Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 - Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative or designee, to assist in providing information regarding the provisions and intent of the Contract Documents.
 - Assist Engineer in serving as City's liaison with Contractor when Contractor's operations affect City's on-site operations.
 - Assist in obtaining from City additional details or information, when required for Contractor's proper execution of the Work.
 - Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 - Conduct on-site observations of the Work to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - Observe whether Work in place appears to be defective.

- Observe whether Work in place should be uncovered for observation, or requires special testing, inspection, or approval.
- Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to (1) code-required tests and special inspections, and (2) those performed by public or other agencies having jurisdiction over the Work.
- Observe specific tests, inspections, and other field quality control required by the Contract Documents and performed by Contractor, Subcontractor, Supplier, or by testing or laboratories retained by of them.
- Report to Engineer whenever RPR believes that a portion of the Work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of inspection or test required to be made; and advise Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation or requires special testing or inspection.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
- Review Applications for Payment with Contractor and advise Contractor regarding quantities or extent of the Work eligible for payment.
- Confirm that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe, record, and report to Engineer appropriate details relative to the test procedures and start-ups.
- Keep a diary or logbook recording daily Contractor hours on the job site(s), weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing testing procedures; and send copies to Engineer.
- Take daily pictures of construction progress for the daily reports.
- Participate in Engineer's visits regarding inspection for Substantial Completion.
- Assist in the augmenting or amending the punch list of items to be completed or corrected prior to final inspection.
- Participate in Engineer's visit to the Site, in the company of City and Contractor, regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- Observe whether items on the final punch list have been completed or corrected.
- Periodically during the Work, review with Contractor the status of Contractor's record documents required by the Contract Documents and advise Contractor on whether such record documents appear to comply with the Contract's requirements for record documents. Review final record documents submitted by Contractor.

The RPR shall not be responsible for or required to:

- Find all, or any specific element of, defective Work, for which Contractor remains solely responsible.
- Authorize a deviation from the Contract Documents or substitution of materials, equipment (including "or-equal" items), or procedures or sequences indicated in the Contract Documents.

- Shall not accept Shop Drawings or Sample submittals from anyone other than Contractor.
 - Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - Undertake any responsibility for any part of the Contractor, Subcontractor, or Suppliers safety or OSHA compliance.
 - Advise on, issue directions relative to, or assume responsibility over any aspect of the means, methods, techniques, sequences, or procedures of construction.
 - Advise on, issue directions regarding, or assume control over security protection, or safety practices, precautions, and programs in connection with the activities or operations of City or Contractor.
 - Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - Authorize City to occupy the Project in whole or in part.
 - Assist Contractor in maintaining up-to-date copy of the red-line drawings to be used for Record Drawings.⁽⁵⁾
- G. Engineer site visits. Based on work being performed, specific engineer leads will visit the site and review work being performed.⁽⁶⁾
- H. Issue Field Orders (FO's) or Work Changes (WC's) to Contractor after consultation/approval by Owner. Review Change Orders (CO's) with Owner and provide recommendations. Issue accepted CO's for Contractor and Owner approval. Review Requests for Information (RFI's) from Contractor. Provide electronic final copies of correspondence with documentation and submit to Owner.⁽⁷⁾
- I. Operation and Maintenance (O&M) Manuals. Engineer will review vendor operation and maintenance manuals for conformance with the contract documents. Submittals will be reviewed by the discipline(s) that were involved in the design. Each operation and maintenance manual will generally be reviewed for:
- Equipment Record sheets.
 - Supplier's Field Service Reports.
 - Written descriptions of safety considerations relating to operation and maintenance procedures for materials and equipment.
 - Procedures for proper operation and maintenance of materials and Equipment furnished, including manufacturer's recommended personal protection equipment, apparatus, and devices not furnished under the Contract.
 - Description of recommended safety-related training for personnel.
 - Bills of material or parts lists.
 - Drawing, product data Submittal, written results of source quality activities, and other Submittals, updated to indicate as-installed condition.
 - Electrical Schematics, Diagrams, and Information.

Engineer's review of operation and maintenance data expressly does not extend to adequacy, completeness, and accuracy of safety data sheets or other safety and protection practices and procedures indicated in the operation and maintenance data. The submittal coordinator will review the comments and work with the reviewers to supply comments. The submittal will be returned with an action based on the

completeness of the submittal package. Submit electronic copy of final manuals to Owner.⁽⁹⁾

- J. Conduct a Substantial Completion inspection with Owner, Contractor, and HDR personnel upon receipt of request from the Contractor and determine if the project has reached Substantial Completion in accordance with the Contract Documents. Submit to the Contractor a list of items requiring completion/correction.
- K. Conduct a Final Completion inspection with Owner, Contractor and HDR personnel upon receipt of request from the Contractor to verify status. Submit a recommendation for final acceptance of the project to Owner.
- L. Provide on-site startup assistance/training to supplement manufacturer's field services. Start-up assistance will consist of assisting Contractor and Equipment Manufacturer in startup of specific equipment listed below.
 - A. Generator
 - B. Electrical Equipment
 - C. PLC PanelTraining assistance will consist of supplementing manufacturers' component specific training with broader focus on system operation.⁽⁹⁾
- M. Submit one (1), 11"x17" draft set of Record Drawings to Owner for review. Provide three (3), 11"x17" set and one (1) set of PDF files of final Record Drawings. Deliver one (1) digital set of final shop drawings and other submittals to Owner.⁽¹⁰⁾
- N. Assist the Owner with Follow Up Services in the one-year project performance period, including operation issues, troubleshooting, and Contractor warranty support.⁽¹¹⁾

TIME OF PERFORMANCE:

- The estimated performance period is 10 months to substantial completion and an additional 2 months to final completion from Construction Contractor Notice to Proceed.
- Follow up Services for 12 months after final completion.

Note: If any additional services not explicitly outlined within this scope, schedule, and fee are required or requested by the City, a future amendment will be mutually agreed upon for the additional scope, schedule, and fee as necessary. This may include but is not limited to, an increase in the defined document quantities outlined above, additional inspections, additional meetings, or additional effort in general to support City staff in the construction administration efforts for this project. Any extension in the Contractor's construction schedule would require an amendment to this contract.

Clarifications:

(1) Project Management, Document Coordination, Invoicing and QA/QC- 52-week construction period (12 months); 1 hour/month for Principal. 1 hours/week each for Project Manager, Assistant Project Manager, Assistant Engineer, and Administrative Assistant, and 2 hours/month for Project Accountant, plus time for project set up, Quality Control reviews, and other management activities.

(2) Submittal Review - 60 submittals including resubmittals; 4 hours per submittal, plus administration

(3) Pay Applications - 12 total, 1 hour/each for Project Manager and 2 hours/each for Project Assistant.

(4) Progress Meetings – 1 meeting/month for a total of 12 meetings. Attended by PM, Process Engineer, or others as required by the work activities taking place.

(5) Resident Project Representative - HDR RPR 2 – 8 hour days/ Week for a total of 32 weeks.

(6) Engineer Site Visits - Visits to view special circumstances. Assume 1 trip/month.

(7) RFI's, Field Directives, Change Orders - 50 RFI's, Field Directives, Change Orders; 4 hours each.

(8) Vendor O&M manual - 20 Vendor O&M Manuals including draft and final; 4 hour/O&M.

(9) Startup Assistance - Coordinate startup and training for Generator Set and Electrical Gear at 20 hours Engineer, 2 hour Principals, and 4 hours Clerical.

(10) Record Drawings - 64 Sheets; 2 hours CAD/ sheet, plus Engineer supervisory time.

(11) Follow Up Services – Includes total of 7 trips during the one-year project performance period.



Client Name - Columbia Mo
 West Ash Pump Station Construction Phase Services
 Scope and Fee Estimate - March 19, 2024

Staff Name	Stober, J Technical Specialist III/Senior Project Manager III	Robison, A Senior Project Manager I	Honner, J Engineer/Architect/Designer VI	Matole, R Project/Design Manager II	Wiseman, D Technical Specialist II/Senior Project Manager II	McCann, V Engineer/Architect/Designer II	Rickert, J Engineer/Architect/Designer VI	Becker, A Cadd/GIS Technician V	Boyd, T Engineer/Architect/Designer V	Dady, C Engineer/Architect/Designer IV	Reuss, B Cadd/GIS Technician III	Willard, S Cadd/GIS Technician V	Farrow, E Engineer/Architect/Designer III	Davies, A Engineering Support Staff III	DeCou, C Engineering Support Staff I	Mac, A Engineer/Architect/Designer I	Total HDR Hours	HDR Expenses	Subconsultant	Total
	Rate Schedule Code																			
Escalated Billing Rate (based on Project Schedule)	\$336	\$290	\$243	\$191	\$311	\$145	\$243	\$181	\$212	\$186	\$145	\$181	\$160	\$171	\$109	\$135				
TASKS																				
H. Task 8 - Construction Phase Services (1)																				
1 Project Management (1,2)	12	48	48	48										26	24	48	254			\$52,319
2 Hold Pre-Construction Conference, Issue Summary	2	8		8	4				4	8							34	\$300		\$8,404
3 Submittal Reviews (3)		8	16	60	8	20	36	24	40	48							260			\$53,613
4 Review Pay Applications and Schedule Updates (4)		12														24	36			\$6,707
5 Progress Meetings (5)		96		96						24							216	\$1,800		\$52,474
6 Part-Time Resident Project Representative (6)													512				512	\$22,400		\$104,538
7 Engineer Site Visits (7)		24		24	16		8		8	16							96	\$1,800		\$24,943
8 RFI's, Field Directives, and Change Orders (8)		20	20	30	10	20	20	30	30	40							220			\$46,523
9 Review Vendor O&M Manuals (9)		4		20				12	12	32							80			\$15,670
10 Substantial Completion Inspection		8	8	8	8		8	8	8	8							64	\$2,000		\$16,863
11 Final Completion Inspection		4		4					4								12	\$500		\$3,170
12 Startup and Training Assistance (10)	2			4					8	8						4	26	\$500		\$5,665
13 Record Drawings (11)		8		24	4	8	4	4	4	8	64	64					192			\$34,217
14 Follow Up Services (12)	4	16		16				8	8					12	12		76	\$2,100		\$17,687
Subtotal Hours	20	256	92	342	50	48	76	78	122	204	64	64	512	38	36	76	2078			
Subtotal Dollars	\$6,728	\$74,189	\$22,377	\$65,484	\$15,525	\$6,955	\$18,485	\$14,128	\$25,885	\$38,005	\$9,274	\$11,592	\$82,138	\$6,489	\$3,912	\$10,226		\$31,400	\$0	\$442,792
Total Task 8																				
Total Hours	20	256	92	342	50	48	76	78	122	204	64	64	512	38	36	76	2,078			4,156
Total Billing Amount	\$6,728	\$74,189	\$22,377	\$65,484	\$15,525	\$6,955	\$18,485	\$14,128	\$25,885	\$38,005	\$9,274	\$11,592	\$82,138	\$6,489	\$3,912	\$10,226		\$31,400	\$0	\$442,792

Construction Fee Development Assumptions:

- (1) Project Management, Document Coordination, Invoicing and QA/QC - 52 week construction period (12 months); 1 hour/month for Principal. 1 hours/week each for Project Manager, Assistant Project Manager, Assistant Engineer and Administrative Assistant, and 2 hours/month for Project Accountant, plus time for project set up, Quality Control reviews, and other management activities.
- (2) Schedule assumes 10 months to Substantial Completion and 2 additional months to Final Completion
- (3) Submittal Review - Assumes 60 submittals including resubmittals; Assume 4 hours per submittal, plus administration
- (4) Pay Applications - 12 total, 1 hour/each for Project Manager and 2 hours/each for Project Assistant.
- (5) Progress Meetings - 1/month, 12 total. Attended by PM, Process Engineer, or others as directed by work activities taking place.
- (6) Resident Project Representative - HDR RPR 2-8 hour days/ week for a total of 32 weeks.
- (7) Engineer Site Visits - Visits to view special circumstances. Assume 1 trip per month.
- (8) RFI's, Field Directives, Change Orders - Assume 50 RFI's, Field Directives, Change Orders at 4 hours each for Engineering, plus supervisory time.
- (9) Vendor O&M manual - 20 Vendor O&M Manuals including draft and final at 4 hour/O&M.
- (10) Startup Assistance - Coordinate startup and training for Generator Set and Electrical Gear at 20 hours Engineer, 2 hour Principals, and 4 hours Clerical.
- (11) Record Drawings - 64 Sheets. Assume 2 hours CAD per sheet, plus Engineer supervisory time.
- (12) Follow Up Services - 12 month period after Final Completion. Assumes a total of 7 trips over the year following Final Completion and project controls and accounting.

HDR Engineering, Inc.
2024 Hourly Billing Rates
Effective through 12/31/2024

Billing rates will be updated on an annual basis. Employees may move within categories at any time throughout the year based on any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses.

Description	Billing Rate/Hour
Technical Specialist II/Senior Project Manager III	\$325
Technical Specialist I/Senior Project Manager II	\$300
Senior Project Manager I	\$280
Project/Design Manager IV	\$235
Project/Design Manager III	\$210
Project/Design Manager II	\$185
Project/Design Manager I	\$165
Engineer/Architect/Designer VIII	\$275
Engineer/Architect/Designer VII	\$260
Engineer/Architect/Designer VI	\$235
Engineer/Architect/Designer V	\$205
Engineer/Architect/Designer IV	\$180
Engineer/Architect/Designer III	\$155
Engineer/Architect/Designer II	\$140
Engineer/Architect/Designer I	\$130
Cadd/BIM Manager	\$225
Model Manager/Cadd/GIS Technician VI	\$195
Cadd/GIS Technician V	\$175
Cadd/GIS Technician IV	\$155
Cadd/GIS Technician III	\$140
Cadd/GIS Technician II	\$115
Cadd/GIS Technician I	\$100
Environmental/Water Quality Scientist/Modeler V	\$250
Environmental/Water Quality Scientist/Modeler IV	\$210
Environmental/Water Quality Scientist/Modeler III	\$180
Environmental/Water Quality Scientist/Modeler II	\$140
Environmental/Water Quality Scientist/Modeler I	\$120
Survey Manager	\$190
Construction Manager	\$220
Survey Technician/Construction Inspector V	\$185
Survey Technician/Construction Inspector IV	\$160
Survey Technician/Construction Inspector III	\$140
Survey Technician/Construction Inspector II	\$120
Survey Technician/Construction Inspector I	\$100
Public Involvement/Communications/Graphic Designer IV	\$210
Public Involvement/Communications/Graphic Designer III	\$175
Public Involvement/Communications/Graphic Designer II	\$150
Public Involvement/Communications/Graphic Designer I	\$125
Engineering Support Staff III	\$165
Engineering Support Staff II	\$130
Engineering Support Staff I	\$105
Admin Assistant	\$90
Direct Expenses	
Personal Vehicle Mileage	CURRENT IRS RATE
Fleet Vehicle Mileage	\$0.75/mile
Printing	AT COST
Travel	AT COST
Subconsultants	AT COST