

MASTER SERVICES AGREEMENT

BETWEEN

CITY OF ST. JOSEPH, MISSOURI

AND

GEORGE BUTLER ASSOCIATES, INC. (GBA)

OCTOBER 10, 2022

Master Services Agreement

This master services agreement ("Agreement") is between the City of St. Joseph, Missouri (the "City") with its principal place of business located at 1100 Frederick Avenue, St. Joseph, Missouri and George Butler Associates, Inc ("GBA") with its principal place of business located at 9801 Renner Blvd., Suite 300, Lenexa, KS 66219-9745. City desires to retain GBA to provide professional services based upon the following terms and conditions:

1. Definitions

Unless otherwise defined, capitalized terms have the meaning set forth below.

- 1.1. "Acceptance Criteria" means the acceptance criteria set forth in the applicable statement of work ("SOW").
- 1.2. "Affiliate" means any corporation, partnership, or other entity that is owned or controlled, directly or indirectly, more than fifty percent (50%) by a party.
- 1.3. "Confidential Information" means any and all information provided to GBA by the City, or which GBA otherwise gains access during the course of its performance under this Agreement, and any information developed by GBA for the City that a reasonable person would consider confidential, or a trade secret, or proprietary, regardless of whether such information is labeled or otherwise identified as being confidential. Without limiting the generality of the foregoing, Confidential Information shall include the City's product plans, designs, schematics, development know-how, trade secrets, techniques, processes, procedures, algorithms, formulae, costs, prices, finances, marketing plans, business opportunities, research, contracts, and customer information. Confidential Information shall not include data or information which (i) was in the public domain at the time it was disclosed or falls within the public domain, except through the fault of GBA; (ii) was known to GBA at the time of disclosure without an obligation of confidentiality, as evidenced by GBA's written records; (iii) was disclosed after written approval of the City; or (iv) becomes known to GBA from a source other than the City without an obligation of confidentiality.
- 1.4. "Contract Documents" means those documents prepared by GBA that are intended to be incorporated as part of a construction contract (e.g., drawings, specifications, calculations, etc.)
- 1.5. "Deliverables" or "Services" means the activities, design, development, testing, integration, implementation, including, but not limited to, providing any services, related results, or product of the work, as agreed upon by the parties and set forth in the statement of work ("SOW").
- 1.6. "Effective Date" means the last date of signature of this Agreement.
- 1.7. "Intellectual Property Rights" means any and all Patents, trademarks, copyrights, trade secrets, Know-How, moral rights, and any other intellectual property rights arising by operation of law, contract, license or otherwise.

- 1.8. "Know-How" means any proprietary technology, information, methods of use, processes, techniques, ideas, or innovations other than Patents.
- 1.9. "Milestones" means the dates that GBA expects to complete certain Deliverables as set forth in the applicable SOW.
- 1.10. "Patents" means issued patents, patent applications, continuations, continuation-in-parts, divisions, reexaminations, reissues, and any foreign counterparts thereof.
- 1.11. "Project" means work related to the study, design, construction, and commissioning of a constructed facility or improvements to a constructed facility, on behalf of the City, that is related to GBA's services as set forth in the SOW.
- 1.12. "Specifications" means the functional and technical requirements of the Deliverables mutually agreed upon by the parties and set forth in the SOW.
- 1.13. "Statement of Work" (SOW) means the detailed description of the work to be performed under this Agreement, including Deliverables, and acceptance criteria on the quantity and quality of work to be considered as eligible for progress payments. An SOW must be approved and signed by both parties prior to any work being performed under the Agreement. Any changes to the scope defined by the SOW must be approved and signed by both parties prior to proceeding with any of that work. See attached **Exhibit A – Sample SOW**.

2. General

The City is entering into this Agreement in consideration of and in reliance upon the talent, skill, expertise, and experience of GBA in performing the professional services required by each Project undertaken hereunder.

3. Responsibility of GBA

- 3.1. Scope of Services: GBA shall provide the Services as described in the SOWs, which are incorporated by reference and made a part of this Agreement.
- 3.2. Standard of Care: In providing Services under this Agreement, GBA shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
- 3.3. Compliance with Laws: GBA agrees to comply with applicable federal, state, and local laws, regulatory requirements, and codes. GBA shall procure the professional licenses necessary to allow GBA to perform the Services. The City shall likewise comply with such laws to the extent applicable to the City's role and performance of this Agreement.
- 3.4. Timeliness of Performance: The City and GBA are aware that many factors outside GBA's control may affect GBA's ability to complete the Services to be provided under this Agreement. GBA will perform these Services with reasonable diligence and expediency consistent with sound professional practices. If required by the SOW, GBA shall prepare and submit for City approval a schedule for the performance of GBA's Services. This schedule shall include reasonable allowances for review and approval times required by the City, performance of

Services by the City's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character, or size of the Project requested by the City, or for delays or other causes beyond GBA's reasonable control.

- 3.5. Municipal Ministerial Functions. GBA, when performing a municipal ministerial function, shall perform to the standard of care and function as a municipal official. GBA shall assume the roles and duties of the municipal official when the SOW assigns GBA to that role.
- 3.6. Plan Review Immunity. GBA, acting as the City's plan reviewer, when acting in good faith in the discharge of its duties, shall not thereby render itself liable and shall be, to the maximum extent permitted by law, relieved from all liability for any damages that may accrue to persons or property by reason of any act, error, or omission in the discharge of its duties. GBA shall be entitled to all defenses and municipal immunities that are, or would be, available to the City plan reviewers if the same services were provided by a City employee.

4. Responsibility of City

- 4.1. City's GBA Representative: The City shall designate a representative from GBA authorized to act on the City's behalf with respect to the Project. The City shall accept the decisions of the selected representative as final and definitive project direction. The City may employ any process of its choice to inform the selected representative of desired project outcomes.
- 4.2. Information: The City shall provide GBA with all available reports, plans, specifications, background information, and other data pertinent to the Services required. GBA will rely on the accuracy and completeness of this information in the performance of GBA's Services.
- 4.3. Site Access: The City shall arrange GBA's access to the Project site and provide required personal protective equipment for the purpose of performing GBA's services in a timely manner.
- 4.4. Timely Reviews: The City's GBA representative shall render decisions in a timely manner pertaining to documents submitted by GBA in order to avoid delay in the orderly and sequential progress of GBA's services.
- 4.5. Notice of Deficiency or Change: The City shall report to GBA any suspected deficiency in the Services within twenty-one (21) days after the City becomes aware of such deficiency. The City further agrees to impose a similar notification requirement in its agreements with all contractors, design professionals, subcontractors, and consultants involved in the Project. The failure of the City to notify GBA as required herein shall relieve GBA of any liability for the costs of remedying the deficiency. The City shall give prompt written notice to GBA whenever the City becomes aware of any change, fact, or circumstance that is likely to affect the scope or timing of the Services.
- 4.6. Easements and Legal Description: The City shall provide necessary documentation of property boundaries, easements, and legal descriptions as may be required for the Project.
- 4.7. Inspection and Testing: The City shall provide all required third party inspections and testing services unless otherwise agreed in advance.

- 4.8. Use of City Office Space or Furniture: GBA will not be entitled to use City office space or furniture unless the City and GBA reach agreement as to office space and furniture rental. GBA shall be permitted to utilize City conference rooms solely for City related business or conducting activities on behalf of the City.

5. Compensation

- 5.1. Fees: City shall pay GBA in accordance with the fees set forth in each applicable SOW. In no event shall the fees for a particular SOW exceed the amount set forth in that SOW, unless agreed to in writing by the parties. Each SOW shall specify whether the Deliverables are to be provided on a fixed-price or a time-and-material basis and which expenses, if any, are to be reimbursed by City.
- 5.2. Rates: See attached *Exhibit B – GBA Standard Hourly Rates & Expenses* for current hourly rates. Any changes to hourly rates must be presented at the time of an agreement extension as defined in Section 6.1 and would become effective upon resolution of the City Council.
- 5.3. Terms of Payment: GBA will submit a monthly invoice which shall be due and payable within thirty (30) days following the date of each invoice. If an invoice is not paid within thirty (30) days, the City shall be liable to GBA for interest at the rate of 1.5% per month, plus collection costs.

6. Term and Termination

- 6.1. Term: The term of this Agreement shall commence on the Effective Date and terminate on November 30, 2023, unless terminated sooner by either party pursuant to Section 6.2. The parties may extend this Agreement for up to two additional one (1) year periods upon resolution of the City Council.
- 6.2. Termination: Either party may terminate this Agreement or any SOW under this Agreement upon fourteen (14) calendar days' written notice, if the other party substantially fails to perform its obligations hereunder, including failure to make payments when due to GBA. Within thirty (30) calendar days of termination by the City, City shall pay GBA for all Services rendered, all expenses incurred up to the date of termination, and reasonable fees and expenses incurred as a result of the termination.

Either party may terminate this Agreement, with or without cause, upon sixty (60) calendar days' written notice. The City shall pay GBA for Deliverables performed, on a prorated basis, and shall pay GBA for any and all travel out of pocket expenses incurred by GBA in accordance with the SOW through the date of termination. In no event shall such amount exceed the amount that would have been payable to GBA had the SOW not been terminated. Notwithstanding the foregoing, in the event such termination is due to a breach by GBA, the City shall only pay for Deliverables received and accepted by the City prior to the date of termination.

- 6.3. Unfinished Work: If the term of any SOW extends beyond the termination or expiration date of this Agreement, the applicable terms and conditions of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration date.

7. Confidential Information

- 7.1. The City retains all right, title, and interest in its Confidential Information. During the term of this Agreement and for a period of seven (7) years thereafter, GBA shall not (i) disclose to any third party any Confidential Information or (ii) use the Confidential Information for any purpose not specified in this Agreement. GBA agrees that all persons having access to the Confidential Information under this Agreement will abide by the confidentiality obligations set forth in this Agreement. Nothing in this Agreement shall be construed to restrict the parties from disclosing Confidential Information as required by law or court order or other governmental order or request, provided in each case the party requested to make such disclosure shall timely inform the other party and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. In addition, the disclosing party shall permit the other party to attempt to limit such disclosure by appropriate legal means.
- 7.2. GBA shall not (i) disclose to the City any information which is confidential and/or proprietary to a third party without first obtaining the written consent of both such third party and the City or (ii) use Confidential Information for any purpose other than that indicated in this Agreement without the City's prior written approval.
- 7.3. Upon completion of GBA's Deliverables under this Agreement, or the termination or expiration of this Agreement, GBA shall ensure the return to the City of all Confidential Information, data, and materials, including, but not limited to, computer hardware and software, marketing and sales data, customer lists, points of contact, financial data, project lists, training materials, detail bags, reports, memoranda, notes, plans, and all other data owned by the City, regardless of the method of storage or retrieval, which were provided to GBA by the City or developed by GBA as a result of GBA's Deliverables hereunder.

8. Instruments of Service

GBA's reports, drawings, specifications, and other deliverables, including all electronic data created by GBA, are instruments of professional service ("Instruments of Service") and shall remain the property of GBA, which also retains the copyrights. During the Project and conditioned on the City satisfying its payment obligations under this Agreement, the City shall have a non-exclusive license to use the Instruments of Service with respect to the Project. The City shall not assign its license to third parties without the written consent of GBA. However, the City may provide copies of the Instruments of Service to contractors and consultants for the purpose of bidding or building the Project and to governmental authorities for the purpose of securing permits, licenses, and approvals.

9. Risk Allocation

9.1. Limitation of Liability

To the maximum extent permitted by law and for adequate consideration, the total liability of GBA and its employees and sub-consultants for the City's damages, in any way arising out of the services provided by or through GBA, shall be limited to the amount of available insurance provided by GBA under this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, and breach of contract or warranty.

- 9.2. Indemnification
- 9.2.1. To the fullest extent permitted by law, GBA agrees to indemnify and hold the City harmless from loss, damage, or cost to the extent caused by GBA's negligent acts, errors, or omissions in the performance of services under this Agreement.
- 9.2.2. To the fullest extent permitted by law, the City agrees to indemnify and hold GBA harmless from loss, damage, or cost to the extent caused by the City's negligent acts, errors, or omissions.
- 9.2.3. Neither party shall be obligated to indemnify the other in any manner whatsoever for the other party's own negligence or for the negligence of others.
- 9.3. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, City and GBA waive any and all claims against each other and their respective officers, directors, partners, employees, contractors and subcontractors for any incidental, indirect or consequential damages, including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, punitive, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both City and GBA shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.
- 9.3 Betterment / Added Value: If GBA negligently omits a component of a Project from the design, the City will be responsible for the amount it would have paid if the item had been included in the original design. If it is necessary to repair or replace a component of the Project due to the negligence of GBA, it will not be liable to the City for any enhancement or upgrade of the component beyond what was originally included in the design.

10. Environmental and Health Hazards

GBA shall not be responsible for the discovery, identification, quantification, presence, handling, disposal, or removal of, or exposure of any person to, hazardous materials pre-existing in any form at the Project, including, but not limited to, asbestos products or PCB's. In the event GBA becomes aware of the presence of these materials at or near the job site, GBA may suspend performance until such materials have been removed by others.

11. Dispute Resolution

- 11.1. Discussion/Negotiation: The City and GBA shall attempt to amicably resolve all disputes through direct discussion and negotiation between the designated representatives of each party. Such attempt shall be made within seven (7) days of written notice of such dispute.
- 11.2. Non-Binding Mediation: If direct discussion and negotiation required by the preceding paragraph is not successful, the Parties will submit any claim or dispute arising out of or related to this Agreement to non-binding mediation. Mediation shall be a condition precedent to the filing of any lawsuit by either party. Unless the parties mutually agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Each Party shall pay their own legal fees associated with the mediation but shall equally share the mediator's fees. It is agreed that all contractors, design professionals, subcontractors, and consultants who are involved in, and potentially liable for, any claim being asserted may participate in the mediation.

- 11.3. Litigation: If the parties are unable to resolve a dispute through negotiation and mediation, as required by the preceding paragraphs, the Parties may resort to litigation in a court of competent jurisdiction in the location of the project.

12. Insurance

- 12.1. GBA will procure and maintain, at its own expense, for the duration of the Agreement, and for three (3) years thereafter, the types of insurance specified below:
- 12.1.1. Claims under workers or Workers' Compensation in accordance with applicable statutory requirements and shall provide a waiver of subrogation in favor of GBA.
 - 12.1.2. Employer's Liability coverage with minimum limits of Five Hundred Thousand Dollars (\$500,000.00), disability benefit and other similar employee benefit laws.
 - 12.1.3. Commercial General Liability including premises operations, products, and completed operations, blanket contractual liability, personal injury and advertising injury including fire legal liability for bodily injury and property damage with a minimum limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.
 - 12.1.4. Commercial Automobile Liability for owned, hired, and non-owned motor vehicles with minimum limits of coverage of a combined limit of not less than One Million Dollars (\$1,000,000.00) per occurrence.
 - 12.1.5. Excess Liability including products liability with limits no less than One Million Dollars (\$1,000,000.00).
 - 12.1.6. Professional Liability (shall remain in effect for two (2) years after the expiration of said Agreement) with minimum limits of Two Million Dollars (\$2,000,000.00).
- 12.2. The City and its subsidiaries, affiliates, directors, officers, and employees shall be an additional insured with respect to Commercial General Liability, Commercial Automobile Liability, and Excess Liability.
- 12.3. Prior to commencement of services, and annually thereafter, GBA shall furnish the City's Risk Manager with certificates of insurance evidencing the insurance coverages stated above.
- 12.4. To the extent any claimed damages are covered by property insurance, the City and GBA waive all rights, including subrogation, against each other and all of their contractors, subcontractors, sub-consultants, agents, and employees, except for rights they may have to the proceeds of that insurance. The City and GBA shall require the same waiver by their respective contractors, subcontractors, and sub-consultants.
- 12.5. Upon acceptance, GBA will prepare certificates naming the City as an additional insured.
- 12.6. Nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

13. Construction Issues

- 13.1. Construction Job Site Safety: The City agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the City's agreement with the General Contractor. That agreement will also provide that the General Contractor shall defend and indemnify the City, GBA, and GBA's sub-consultants and maintain them as additional insureds under the General Contractor's general liability insurance policy.
- 13.2. Means and Methods: GBA shall not be responsible for the construction means, methods, techniques, sequences, and procedures of the General Contractor, subcontractors, and suppliers, and shall not be liable for the failure of the General Contractor or other Project participants, not under contract to GBA, to fulfill contractual responsibilities to the City, construct the Project in accordance with applicable Contract Documents, or comply with federal, state, or local laws, regulations, and codes.
- 13.3. Observation of Construction: If required by the SOW, GBA's observation of construction is, for the purpose of becoming generally familiar with the progress and quality of the work and to determine, in general, if the work, when completed, will comply with the applicable Contract Documents. GBA will not be required to make exhaustive or continuous on-site observations. GBA will not have any authority to stop the work.
- 13.4. Interpretations or Decisions by GBA: If the SOW authorizes GBA to interpret and decide matters concerning the performance of any contractor or the requirements of the applicable Contract Documents, GBA shall not show partiality to the City or the contractor and shall not be liable for interpretations and decisions rendered in good faith.
- 13.5. Opinions of Probable Costs and Schedule: Opinions of the probable costs and schedule prepared by GBA are based on GBA's experience. GBA cannot and does not guarantee that the actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from the estimates and projections prepared by GBA. If the City desires more accurate estimates or projections, it should retain the services of a construction estimator and/or scheduler.
- 13.6. Certifications, Guarantees, and Warranties: GBA shall not be required to execute any document that would result in GBA certifying, guaranteeing, or warranting the existence of any conditions.

14. Miscellaneous

- 14.1. Presentations and Publications: GBA shall not present or publish, nor submit for publication, any work resulting from GBA's services without the City's prior written approval.
- 14.2. Headings: The headings and captions used in this Agreement are for convenience of reference only and shall not in any way affect the interpretation of the provisions of this Agreement.

- 14.3. Modification; Waiver: This Agreement and any related SOWs may not be modified or amended except by a written instrument signed by both parties. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited in this Agreement.
- 14.4. Notices and Communication: All notices and communications required by this Agreement shall be made in writing and delivered in person by overnight courier, or sent by certified or registered mail, return receipt requested, postage prepaid, to the respective Party at the following address:

City:

City of St. Joseph, Missouri
Attn: Planning and Community Development Director
cthompson@stjosephmo.gov
1100 Frederick Avenue, Room 201
St. Joseph, MO 64501

With a copy to:
City of St. Joseph, Missouri
Attn: City Attorney's Office
1100 Frederick Avenue, Room 307
St. Joseph, MO 64501

Consultant:

Joe Kmetz
George Butler Associates, Inc.
9801 Renner Blvd., Lenexa, KS
66219-9745

With a copy to:
Bryan Rasmussen
George Butler Associates, Inc.
9801 Renner Blvd., Lenexa, KS
66219-9745

All notices, communications, contacts and parties and the manner for which delivered, communicated, or required for performance of Services on an SOW will be identified in the SOW.

- 14.5. Facsimile of Electronic Signatures: The Parties agree that a facsimile or electronic (PDF) copy of a signature to this Agreement or a subsequent SOW shall be deemed to have the same force and effect as an original signature.
- 14.6. No Third-Party Beneficiaries: This Agreement has been entered into for the sole benefit of GBA and the City and in no event will any third-party benefits or obligations be created thereby.

- 14.7. Counterparts: This Agreement and any SOW hereunder may be executed in two or more counterparts, each of which will be deemed an original for purposes of this Agreement or the SOW.
- 14.8. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- 14.9. Independent Contractor - GBA Relationship: GBA's status under this Agreement is that of an independent contractor. All GBA personnel shall be employees or sub-consultants of GBA and shall not be deemed an employee, agent, partner, or joint venture of the City for any purpose whatsoever. Neither GBA nor any GBA Personnel shall have any authority to bind or act on behalf of the City.
- 14.10. Assignment: GBA may not assign this Agreement or any interest herein, or delegate any of its duties hereunder, to any third party without the City's prior written consent. Any attempted assignment or delegation without such consent shall be null and void.
- 14.11. Injunctive Relief: The parties agree that injunctive relief is appropriate in enforcing the confidentiality provisions of this Agreement. In the event of any such action to construe this provision, the prevailing party will be entitled to recover, in addition to any charges fixed by the court, its costs and expenses of suit, including reasonable attorney's fees.
- 14.12. Delays: GBA is not responsible for delays caused by factors beyond GBA's reasonable control, including, but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the City to furnish timely information or approve or disapprove of GBA's services or work product promptly, or delays caused by faulty performance by the City, General Contractor, subcontractors or suppliers. When such delays occur, the City agrees GBA is not responsible for damages and is not in default of this Agreement.
- 14.13. Subcontracting: GBA, upon receiving the City's written consent, may enter into subcontracts to provide a portion of the Deliverables under this Agreement provided that GBA shall remain responsible for the acts or omissions of such sub-consultants as if such subcontracted activities had been performed by GBA. The City may review resumes of resources assigned to Projects prior to work being started. The City will review and approve resources and/or a change in resources per Project.
- 14.14. Severability: If any of the provisions of this Agreement is or becomes illegal, unenforceable, or invalid (in whole or in part for any reason), the remainder of this Agreement shall remain in full force and effect without being impaired or invalidated in any way.
- 14.15. Entire Agreement: This Agreement includes all attached exhibits and SOW, all of which are herein incorporated by reference. This Agreement contains the entire understanding of the parties with respect to the matters herein contained and supersedes all previous agreements and undertakings with respect thereto. This Agreement may be modified only by written agreement signed by the parties.


14.16. In the event the City issues a Purchase Order (PO) to facilitate the payment process, the terms and conditions on the PO are null and void and superseded by the terms and conditions of this Agreement.

AGREED AND ACCEPTED:

CITY

By: _____
Bryan Carter, City Manager


George Butler Associates, Inc.

By:  _____
Bryan Rasmussen, PE
Senior Associate

**ATTEST:
City**

By: _____
Paula Heyde, City Clerk

Consultant

By:  _____
Mitchell Waala, PE
Project Leader

I certify that sufficient funds of the City treasury have been appropriated and are otherwise unencumbered to meet the City's financial obligation under this Agreement.

By: _____
Laurie Tietjen, Finance Director

EXHIBIT A – Sample Statement of Work

Statement of Work (SOW) No. __ TO MASTER SERVICES AGREEMENT

Statement of Work No. __ to the Master Services Agreement between the City of St. Joseph, Missouri, as The City, and George Butler Associates, Inc., as GBA, dated _____.

Through this SOW, City hereby authorizes GBA to undertake the work assignment described in the following, said assignment to be performed within the terms and conditions defined in said Master Services Agreement, except as modified herein.

ASSIGNMENT: (Insert a brief description of the Project elements to which the Statement of Work Applies)

SCOPE OF SERVICES:

GBA shall perform the following Services:

TASK 1:

(Insert Task 1 Scope of Services)

TASK 2:

(Insert Task 2 Scope of Services)

TASK 3:

(Insert Task 3 Scope of Services)

ADDITIONAL SERVICES:

Services specifically excluded under this Agreement include:

- 1. Additional Service
- 2. Additional Service
- 3. Additional Service

COMPENSATION:

TASK 1 FEE:	\$XXXX
TASK 2 FEE:	\$XXXX
TASK 3 FEE:	\$XXXX

TOTAL STATEMENT OF WORK FEE:	\$XXXX
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AGREED AND ACCEPTED:

CITY

George Butler Associates, Inc.

By: _____

By: _____

Printed Name:

Printed Name:

Title:

Title:

Date: _____

Date: _____

EXHIBIT B – GBA STANDARD HOURLY RATES & EXPENSES
ENGINEERS/ARCHITECTS/SURVEY STANDARD HOURLY RATES
EFFECTIVE JUNE 25, 2022

Employment Classification	Hourly Rate
Senior Associate	245.00
Director of AES	245.00
Associate	220.00
Senior Lead AES	220.00
Senior Specialist	220.00
Project Leader	195.00
Lead AES	195.00
Specialist	165.00
Senior AES	180.00
Senior Technician	155.00
Project AES	160.00
Project Technician	125.00
Design AES	140.00
Design Technician	115.00
Staff AES	125.00
Staff Technician	100.00
Senior Construction Inspector	145.00
Construction Inspector 5	135.00
Construction Inspector 4	125.00
Construction Inspector 3	115.00
Construction Inspector 2	105.00
Construction Inspector 1	95.00
Senior Field Technician	135.00
Field Technician 3	110.00
Field Technician 2	100.00
Field Technician 1	90.00
Senior Professional Land Surveyor	155.00
Professional Land Surveyor	145.00
Land Survey Ops Specialist	140.00
Senior Survey Technician	135.00
Land Survey Field Specialist	130.00
Project Admin	105.00
Senior Administrative Assistant	105.00
Administrative Assistant	95.00

BUILDING PERMITTING SERVICES STANDARD HOURLY RATES
EFFECTIVE JUNE 25, 2022

Employment Classification	Hourly Rate
Senior Associate	245.00
Lead Plan Review/Inspector 2	220.00
Lead Plan Review/Inspector 1	195.00
Senior Plan Review/Inspector 3	180.00
Senior Plan Review/Inspector 2	165.00
Senior Plan Review/Inspector 1	160.00
Plan Reviewer/Inspector 3	155.00
Plan Reviewer/Inspector 2	140.00
Plan Reviewer/Inspector 1	125.00
Permit Technician	115.00
Administrative Assistant	105.00

EXPENSES - EFFECTIVE JUNE 25, 2022**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

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.

Company Pick-up Truck	0.625 per mile
Personal and Company Cars	0.625 per mile