

Statement of Work (SOW) No. 12
TO MASTER SERVICES AGREEMENT

Statement of Work No. 12 to the Master Services Agreement between the City of St. Joseph, Missouri, as The City, and George Butler Associates, Inc., as GBA, dated June 23, 2025.

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: Plan Review Services for Woodspring Suites.

SCOPE OF SERVICES:

Project Description

New hotel building and conference center.

The construction valuation is estimated to be \$5,178,711.

The Consultant will furnish to the City the following described services:

- a. Review plans, specifications, and construction documents for compliance with the following codes and ordinances:
 - i. 2018 International Building Code (*w/ City amendments)
 - ii. 2018 International Fire Code (*w/ City amendments)
 - iii. 2017 National Electrical Code (*w/ City amendments)
 - iv. 2018 International Mechanical Code (*w/ City amendments)
 - v. 2018 International Fuel Gas Code (*w/ City amendments)
 - vi. 2018 Uniform Plumbing Code (*w/ City amendments)
 - vii. 2009 ICC/ANSI A117.1
- b. Provide a digital plan review form containing all plan review comments.
- c. Review design comment responses and updated plan sheets reflecting any changes. The total number of rounds of plan review comments shall not exceed two. Additional plan review efforts and rounds will be assessed an additional fee at the time of the third plan submittal.
- d. Provide recommendation for the issuance of the permit.

Clarifications and Exclusions to Services:

- a. Any requests for code variances, equivalencies, or deviations will be referred to the City of St. Joseph, MO (Authority Having Jurisdiction). The consultant will document and provide a recommendation only. An excessive number of opinions requested for interpretation of variances, equivalencies, or deviations may be subject to additional fee.

- b. Any specialty permitting, review, or inspections by other regulatory agencies will be the responsibility of the Architect/Engineer of Record, the Owner of the Project, or the Contractor as applicable. The Consultant will advise on when special permitting, review, or inspections are required and will provide recommendations for withholding Certificates of Occupancy, or directly withholding Certificates of Occupancy when granted that authority, until proper documentation is provided by the regulatory agency that the permitting, review, or inspections are approved or complete. Such specialty permitting, review, or inspections include, but are not limited to:
- c. Any Food Establishments or related occupancies requiring a Health Department permit, review, or inspection will be coordinated with and provided by the Health Department.
- d. The State Elevator Inspector or approved representative of the State will be responsible for any related permitting and inspections of any elevators.
- e. Any project requiring licensing or review by the Missouri Department of Natural Resources (MDNR), the application, process, information, and submittals will be provided by the Architect/Engineer of Record or the Owner of the project as applicable.
 - a. The construction contractor is responsible for means and methods, ensuring the constructed facility meets the requirements of the contract documents and job site safety.
 - b. In providing services under this agreement, the Consultant shall perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing a similar role under similar circumstances.
 - c. The Consultant shall reject any work identified that does not meet code. Such rejection of work shall not subject the Consultant to any liability or cause of action to or from the construction team, including but not limited to a claim for delay.
 - d. The City of St. Joseph Fire Protection District (Fire Code Official) will be included in the review and inspection process. Any comments from the Fire Code Official will be incorporated into the plan review.
- f. Building plan review and building inspections are not a substitution for the professional responsibilities of the project Architect and Engineers of record, as required by the professional licensing board of the state of Missouri.

Additional Services to be included upon request of the City at an additional fee:

- a. Perform preliminary review of early design documents (DD, 50% CD, etc.) with a focus on code analysis.
- b. Attend design, pre-construction, and coordination meetings via teleconference.

- c. Provide construction period services in the form of a code consultant on behalf of the City including providing interpretation of code questions, attending construction meetings on behalf of the City, and supplying general guidance for code compliance at the request of the City.
- d. Review of deferred submittals.
- e. Review of special inspection reports and documentation.
- f. Conduct site inspections and deliver inspection reports. The inspections provided by GBA may include:
 - i. Utilities (S, SS, CW, Domestic Water, Duct bank, etc.)
 - ii. Temporary Electric Service
 - iii. Permanent Electric Service
 - iv. Gas Service
 - v. Footings
 - vi. Ground Work MEP
 - vii. Slab / Deck Preps
 - viii. Structure / Framing
 - ix. Rough MEP
 - x. Overhead MEP
 - xi. Electrical Bonding
 - xii. Fire Barriers / Fire Blocking
 - xiii. Insulation
 - xiv. Fire Alarm
 - xv. Fire Sprinklers
 - xvi. Temporary Certificate of Occupancy (Substantial Completion)
 - xvii. Final Certificate of Occupancy (Final)
- g. Issue TCO (temporary certification of occupancy) and FCO (final certificate of occupancy).

ADDITIONAL TERMS AND CONDITIONS:

Services specifically excluded under this Agreement include:

1. GBA shall reject any work identified that does not meet code, including but not limited to plans, specifications, documents, reports, construction, materials, equipment, or components. Such rejection of work shall not subject GBA to any liability or cause of action to or from the project owner, consultants, sub-consultants, contractors, sub-contractors, construction team, including but not limited to a claim for delay.
2. GBA will not have the authority to stop the Work of a contractor.

COMPENSATION:

GBA will perform these services on a lump sum fee basis with a total fee of **\$5,215.53**. Payment for services requested by the City shall be invoiced at the time of permit issuance. GBA will invoice for services after it is confirmed that the permit will not be issued for any reason.

Invoices for services rendered (including fees and reimbursable expenses) shall be detailed and provide the title of the person rendering services, the hours expended, and a detailed description of any reimbursable expenses.

AGREED AND ACCEPTED:

CITY

By: _____

Printed Name: Mike Schumacher

Title: City Manager

Date: _____

George Butler Associates, Inc.

By:  _____

Printed Name: Joe Kmetz, PE

Title: Building Code Services Lead

Date: 9/17/2025 _____

CC: Bryan Rasmussen, PE

Title: Vice President