CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-121 Work Authorization for the Wastewater Collection System Rehabilitation Toolbox Project

MEETING DATE
March 15, 2021

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
Exhibit Map; CB 2021-121 Ordinance; Work Authorization AMA-OC21-007

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. (AMA), for the Wastewater Collection System Rehabilitation Toolbox Project in the not to exceed amount of Ninety-Seven Thousand Five Hundred and 00/100 Dollars ($97,500.00).

BACKGROUND
Since 2013, AMA has played a vital role in the success of the City's annual evaluation and rehabilitation program, which has improved the reliability of the sanitary sewer collection system. On May 18, 2020, Council approved the previous Work Authorization (WA) with AMA for supporting City staff in the planning and construction administration of Ace Pipe Cleaning's last work order under the previous multi-year evaluation and rehabilitation contract. Additionally, AMA's previous WA contained scope and fees for bidding out the new 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System. (Council approved the first reading of this contract with Ace Pipe Cleaning on February 16th of this year.) Under this new WA, AMA will perform the same types of activities mentioned above, namely, planning, developing and managing collection system rehabilitation work under the new contract with Ace Pipe Cleaning. AMA will also supply information to City staff for periodic inflow-and infiltration reports to the State. Staff prepare three such reports each year, two pertaining specifically to removing inflow and infiltration (I&I) within the collection system, and one annual progress report pertaining to the City's Abatement Order on Consent (AOC). AMA was selected as the on-call engineering firm most qualified to provide these professional engineering services. The consultant's fees are within industry standards for design, bidding and construction administration services.

FUNDING SOURCE
These payments are included in the FY 2020-2021 budget of the Wastewater fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on a non-emergency basis.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chris Parker, P.E. Sanitary Sewer Engineer		Attention: Chris Erisman, P.E	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 584	Fax: 417-625-4738	Project: Rehab Toolbox Project Management - WO 2021-01	

WORK AUTHORIZATION NUMBER AMA-OC-021-007
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 Dated January 21, 2021.

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 compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-021-007 exceed the sum of Ninety-Seven Thousand, Five Hundred Dollars ($97,500.00).

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, 2021, 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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: Allgeier, Martin and Associates, Inc.

By: Chris Erisman

Printed Name: Chris Erisman

Title: First Vice President

Date: March 2, 2021

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A
OF WORK AUTHORIZATION NUMBER AMA-OC21-007 TO AGREEMENT
FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the WW Collection System Rehabilitation Toolbox WO 2021-01)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, bidding, construction phase and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of the sanitary sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects within the City of Joplin in association with work completed as part of City of Joplin Wastewater Collection System Rehab Toolbox Work Order 2021-01 and other miscellaneous wastewater collection system Rehab Toolbox planning and management services as necessary.

1.1.3.1.1 Annual Collection System Rehabilitation Contract Management:

1.1.3.1.1.1 Plan, Develop and Manage Annual Collection System Rehabilitation Contract, specifically for Work Order 2021-01 but may include future Work Orders as remaining available fees in this contract allow, including the interpretation of plans, contract documents and specifications necessary to undertake said work and preparation of change orders to the contract as determined necessary.

1.1.3.1.1.2 ENGINEER shall assist the OWNER is project development for rehabilitation work to be completed through the annual rehabilitation contract.

1.1.3.1.1.2.1 Coordinate the strategy for the extent and location of proposed improvements with the assistant project manager for the ongoing City of Joplin I/I Program. The Joplin I/I Program is managed and was developed under a separate work authorization.

1.1.3.1.2 As requested, evaluate the condition of existing sewer lines within the wastewater collection system. Utilize existing CCTV data received from the current or previous annual collection system rehabilitation contracts or coordinate completion of needed CCTV inspections and to recommend improvements to the existing interceptor lines, if any.

1.1.3.1.3 Compiling data received from the annual collection system rehabilitation CCTV work, modifying the data to match current sanitary system naming conventions recently developed, and converting the data into a format that can be inserted into the City's GIS system.

1.1.3.1.4 Ongoing assistance with planning and development of future sanitary sewer collection system rehabilitation projects as part of the annual collection system rehabilitation contract (also commonly referred to as the rehabilitation "tool box") and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system. Services required would be provided hourly, on an as-needed basis. If

more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.4.1 Coordinate proposed improvements with the recommendations of the system hydraulic model and other planned city replacement projects. Develop a method for selecting areas of improvements and document such for each planned improvement project area. Upon completion of work, a report shall be provided for each Toolbox Work Order as to the quantity of pipe, manholes, lateral connection repairs, smoke testing, etc. that was included in said scope of work for that particular Work Order.

1.1.3.1.5 Construction phase services for Work Order 2021-01 associated with the City of Joplin Inflow and Infiltration (I&I) Reduction program that will be completed by use of the sanitary sewer toolbox contractor.

1.1.3.1.6 GIS map updates to include work completed as part of the annual collection system rehabilitation contract and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.7 Provide the OWNER with maps and other data as needed for Regulatory Agency Reporting Support, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.8 Resident Construction Representation Phase services for the completion of the selected sanitary sewer collection system rehabilitation projects. Services required would be provided hourly, on an as-needed basis. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs for desired project scopes of work for the annual collection system rehabilitation contract.

1.2.2 Although not anticipated as part of this work, conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Prepare preliminary scope of work for a potential purchase order under the annual collection system rehabilitation contract for projects that are part of the City of Joplin I&I Reduction Program and are to be completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system and review same with OWNER.

1.2.4 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.5 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings to show the character and extent of the Project and provide detailed information to the Owner on the planned improvements necessary for incorporation into a purchase order to perform the work under the annual collection system rehabilitation contract.

1.2.6 Analyze system data involving collection system rehabilitation work and process said data into a format that is to be integrated into the City's current GIS database.

1.2.7 Analyze any smoke testing data from the annual rehabilitation contract and work with City Staff to develop a plan for addressing some of the recommendations for improvements contained within the subsequent report that was developed as part of that work. Provide such data to be implemented into the collection system Hydraulic model to assist in the evaluation of lines and development of rehabilitation projects within the system.

1.2.8 Provide data, as available and necessary, to utilize the hydraulic model in analyzing the service areas and to calculate flows for interceptor sewers in the given drainage basins, if requested. From said efforts, utilize the hydraulic model to evaluate the capacity of the existing interceptor lines in said basin(s) and develop a scope of work for future improvements necessary, if any. CCTV inspection data received through work completed as part of the annual collection system rehabilitation contract will be utilized in evaluating the condition of the existing interceptor sewer and developing any scope of work for improvements that are determined necessary.

1.2.9 Gather data, evaluate the operational capabilities of up to 2 lift stations within the City of Joplin collection system, and recommend improvements to said lift stations, as determined necessary.

1.3 Construction Phase

1.3.1 For projects developed and undertaken as part of a purchase order under the annual collection system rehabilitation contract, and as requested by the OWNER, issue instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.2 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.3 Conduct site observation periodically, as requested by the OWNER, to determine if the Project is being completed substantially in accordance with the contract documents and if the Contractor is following the work as identified in the valid purchase order's scope of work.

1.3.4 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a part-time resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings

with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any 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 any inspection, test, or approval 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, inspection, or approval.

c) Verify that tests, equipment, and systems startups 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 startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, 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 test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and

prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) for each respective project is provided by the OWNER. The following shall be completed and submitted to the Owner as follows:

Task	**Duration**
Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects (Identified in Section 1.1.3.1)	Engineering Services anticipated through a period ending July 31, 2022. Construction Services related to Ongoing "Toolbox" work anticipated through July 31, 2022.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the Attachment Number One to Exhibit A: “RATE SCHEDULE 2021, 2022, 2023”; with a total

compensation ceiling of $97,500, as set forth in Work Authorization Number **AMA-OC-21-007** to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum as follows:

Task	**Estimated Fee**
Standard Project Engineering Services	
Annual Collection System Rehabilitation Contract Management (Paragraphs 1.1.3.1.1, 1.1.3.1.2, 1.1.3.1.3 and 1.1.3.1.5)	$40,500
Future Rehabilitation Project Planning and Development (Paragraph 1.1.3.1.4)	$29,000
GIS System Data Updates for Work Completed Under Toolbox (Paragraph 1.1.3.1.6)	$12,000
Maps and Other Data for Regulatory Agency Reporting (Paragraph 1.1.3.1.7)	$8,000
Resident Project Representation, as requested (Paragraph 1.1.3.1.8)	$8,000
Total Estimated Maximum Fee – All Standard and Additional Services	$97,500

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2021, 2022 and 2023

LABOR RATES

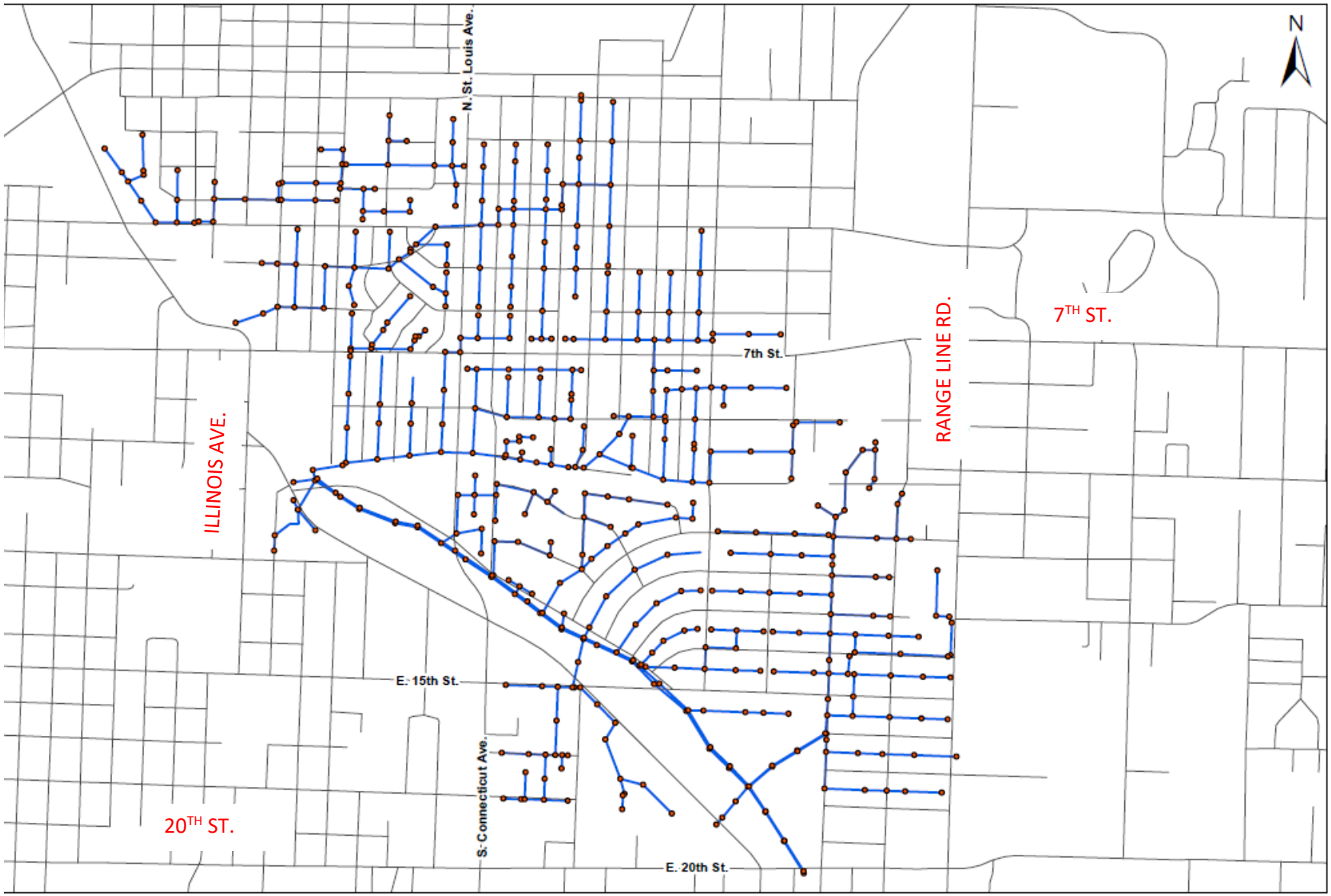
	Hourly Billing Rate		
Classification	01/01/2021 thru 12/31/2021	01/01/2022 thru 12/31/2022	01/01/2023 thru 12/31/2023
Principal/Engineer V	$232	$240	$248
Principal/Engineer IV	$210	$217	$225
Principal/Engineer III	$194	$200	$207
Project Manager/Engineer II	$172	$178	$184
Project Manager/Engineer I	$156	$162	$167
Technician III/GIS Specialist	$142	$147	$152
Technician III	$120	$124	$129
Technician II	$108	$111	$115
Technician I	$101	$105	$109
Two-Man GPS Survey Crew	$199	$206	$213
One-Man GPS Survey Crew	$156	$162	$167
Three-Man Survey Crew	$216	$224	$232
Two-Man Survey Crew	$172	$178	$184
Registered Land Surveyor II	$183	$190	$196
Registered Land Surveyor I	$161	$167	$173
Survey Crew Member	$82	$85	$88
Right of Way Specialist	$125	$130	$134
Project Representative III	$120	$124	$129
Project Representative II	$108	$111	$115
Project Representative I	$99	$103	$106
Secretary/Assistant	$82	$85	$88
Print Specialist	$82	$85	$88

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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NON-LABOR RATES

Item	Rate
Travel	$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2



COUNCIL BILL EXHIBIT MAP – Eastmorland Basin

COUNCIL BILL NO. 2021-121 **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Seven Thousand Five Hundred and 00/100 Dollars ($97,500.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the said work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Seven Thousand Five Hundred and 00/100 Dollars ($97,500.00), a true and accurate copy of said work authorization being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said work authorization, or work authorization in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached work authorization, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Wastewater Funds.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2021 by a _____ vote.

ATTEST: _____
Ryan D. Stanley, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2021-121

I hereby certify that a sufficient amount is available in the Wastewater Fund to pay the amounts called for on the basis of the Work Authorization received by the City Engineer.

_____

Leslie Haase, Director of Finance