| CITY | | ENGINEER | |
|---|---|---|---|
| **CITY OF JOPLIN**<br>**602 S. MAIN STREET**<br>**JOPLIN, MO 64801** | | Name: Allgeier, Martin and Associates, Inc.<br>Address: 7231 East 24th Street, P.O. Box 2627<br>Joplin, MO 64804 | |
| Attention: Daniel Johnson, P.E.<br>Public Works Director | | Attention: Kurt Higgins, P.E., Sr. Vice President | |
| Department: Public Works | | Phone: 417-680-7200 | Fax: 417-680-7300 |
| Phone: 417-624-0820, Ext 1500 | Fax: 417-625-4738 | Project: MS4 Program and Floodplain Management Support | |

**WORK AUTHORIZATION NUMBER _AMA-OC23-019_**

**TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES _AMA-OC23_**

City of Joplin and Engineer enter into this Work Authorization only for the work described below. This Work Order is issued pursuant to that Master Services Agreement for Professional Engineering Consulting Services ("MSA") previously executed by City and Engineer, and upon acceptance by hereof by both parties, shall form a part of the MSA. The terms of the MSA are incorporated herein by reference. The parties agree that the Engineer will perform the Services upon the terms and conditions set forth herein and in the MSA. Engineer's acceptance of the terms of this Work Authorization shall be evidenced by Engineer's execution and return of one copy of this Work Authorization to City. Unless sooner terminated as permitted in the MSA, this Work Authorization shall terminate upon completion of the Services for this Work Authorization, except to the extent of surviving obligations set forth herein and in the MSA.

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 of Joplin 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 always keep track of the number of hours billable under this contract; and any work more than 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 additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number AMA-OC23-019 exceed the sum of One Hundred Thousand and 00/100 Dollars ($100,000.00).

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, 2024, 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 at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) 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 attorney's 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 Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) 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: _____**

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

**EXHIBIT A TO AMENDMENT 1 WORK AUTHORIZATION NUMBER AMA-OC23-019 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES**
**(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Design Services Associated with the MS4 Program, Floodplain Management Support and Site Plan Review Support**

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 review services as hereinafter stated which shall include customary civil engineering services for evaluation of the City's Draft Floodplain Mapping currently being proposed by SEMA and current MS4 Program and assisting with reviewing site plans/reports submitted to the City of Joplin on an as-needed basis.

1.1.2 The ENGINEER shall perform review services on an hourly basis up to the contract amount with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Review current proposed floodplain mapping by SEMA and provide comments. The proposed floodplain mapping utilizes NRCS Type II for the analysis, which overestimates peak flowrates and increases the footprint of the regulated floodplain. Allgeier Martin will assist the City in presenting to SEMA why Huff's distributions is more representative of observed events in Joplin. Allgeier Martin will also make comments on the proposed mapping identifying critical stormwater improvements the City has made to their system over the past 20-years that are not currently in the SEMA modeling.
1.1.3.2 Regulated Small Municipal Separate Storm Sewer Systems (MS4)/Stormwater assistance.
1.1.3.3 Review of draft stormwater management plan including but not limited to the Minimum Control Measures, TMDL's, and monitoring, recording keeping and reporting documents.
1.1.3.4 Provided Comments, suggestions and draft forms and documents.
1.1.3.5 Provide an engineer to review site plans, stormwater reports, and development plans submitted to the City for approval as needed and requested by the City.

2. TERMS

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

| **Task** | **Duration** |
|---|---|
| Ongoing Floodplain Mapping/MS4 assistance/Plan Reviews (Identified in Section 1.1) | Engineering Services anticipated through a period ending October 31, 2026. |

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 2024-2025"; with a total compensation ceiling of $100,000, as set forth in Amendment 1 Work Authorization Number AMA–OC23-019 to the Agreement for Professional Engineering Consulting Services, Section 5.b.

4. SUMMARY OF ATTACHMENTS
Attachment Number 1 Rate Schedule

# ATTACHMENT NUMBER ONE

## ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2023, 2024 and 2025

LABOR RATES

| Classification | Hourly Billing Rate 01/01/2024 thru 12/31/2024 | 01/01/2025 thru 12/31/2025 | 01/01/2026 thru 12/31/2026 |
|---|---|---|---|
| Principal/Engineer VI | $289 | $302 | $316 |
| Principal/Engineer V | $257 | $269 | $281 |
| Principal/Engineer IV | $233 | $243 | $254 |
| Principal/Engineer III | $215 | $224 | $234 |
| Project Manager/Engineer II | $190 | $199 | $208 |
| Project Manager/Engineer I | $173 | $181 | $189 |
| Technician IV | $157 | $164 | $172 |
| Technician III/GIS Specialist | $157 | $164 | $172 |
| Technician III | $133 | $139 | $145 |
| Technician II | $119 | $125 | $130 |
| Technician I | $112 | $118 | $123 |
| Two-Man GPS Survey Crew | $220 | $230 | $241 |
| One-Man GPS Survey Crew | $173 | $181 | $189 |
| Three-Man Survey Crew | $240 | $251 | $262 |
| Two-Man Survey Crew | $190 | $199 | $208 |
| Registered Land Surveyor II | $203 | $212 | $222 |
| Registered Land Surveyor I | $179 | $187 | $195 |
| Survey Crew Member | $91 | $95 | $99 |
| Right of Way Specialist | $139 | $145 | $152 |
| Project Representative III | $133 | $139 | $145 |
| Project Representative II | $119 | $125 | $130 |
| Project Representative I | $110 | $115 | $120 |
| Secretary/Assistant | $91 | $95 | $99 |
| Print Specialist | $91 | $95 | $99 |

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 | $0.67 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 |