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. Daniel Johnson, P.E. Public Works Director		Attention: Mr. Kurt Higgins, P.E. Sr. Vice President	
Department: Public Works		Phone: 417.680.7200	Fax: 417.680.7300
Phone: 417.624.0820 ext: 500	Fax: 417.624.4620	Project: I-44 Culvert and Silver Creek Detention Study	

WORK AUTHORIZATION NUMBER __AMA-OC-025-006__

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES _Dated 01/31/2025__

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. 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. 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 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. 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. 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-025-006_____ exceed the sum of __One Hundred Seventy Five Thousand and 00/100_ Dollars ($175,000.00).

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 always maintain adequate insurance coverage 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, 2025, 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. 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 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 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. 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: _____

Printed Name: Kurt Higgins, P.E.

Title: Sr. Vice President

Date: July 10, 2025

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC25-006 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 I44 Culvert and Silver Creek Detention Study

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 performing a Hydrology/Hydraulic study of the Brownell Tributary and Silver Creek upstream of 44th Street in an effort to be able to add a box culvert under I44 to reduce flooding on Brownell Tributary upstream of I44. Study will include evaluating stream improvements with a parallel pedestrian trail, and detention improvements to mitigate full development of Silver Creek Galleria. Services will also include assisting the City of Joplin with obtaining necessary environmental clearances and coordinating with MODOT to incorporate the box culvert addition under I44 in MODOT's I44 design/build project scheduled for 2026.

1.1.2 The ENGINEER shall perform services on an hourly basis up to the contract amount with the OWNER, at which time an additional Work Authorization will be negotiated and issued.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Review proposed 2D-HEC RAS modeling of the floodplain by SEMA for this study area that utilizes NRCS Type II for the analysis, which overestimates peak flowrates and increases the footprint of the regulated floodplain, and modify modeling using Huff's distributions, which is more representative of observed events in Joplin.
1.1.3.2 Surveying needed for hydraulic analysis and to aid in the preparation of Performance Indicators to provide MODOT.
1.1.3.3 Model improvements to Brownell Tributary that include a new box culvert under I44 and channel improvements from I44 to the confluence of Silver Creek to determine impacts.
1.1.3.4 Model possible improvements to the existing detention basin upstream of 44th Street that may include bypassing the Brownell Tributary flow past the detention in an attempt to reduce the peak flows downstream of 44th Street, enlarging existing detention basin and/or modifying the existing detention outlet control structure.
1.1.3.5 Review existing environmental data/clearances from previous project and assist in coordinating additional environmental reviews/studies and submitting environmental clearance letters.
1.1.3.6 Coordinate between the City of Joplin and MODOT in an effort to include the proposed box culvert improvements in the MODOT request for proposals for 2026 I44 Improvements.
1.1.3.7 Additional fees may be needed to complete the above and additional services, such as preparing design plans for channel improvements, pedestrian trails, Silver Creek roadways/culverts, detention improvements, 404 permitting, 401 certification, floodplain development permit, LOMR, etc. Detailed scope for these potential improvements are unknown until the Hydraulic/Hydrology study is completed.

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 and the duration is anticipated to extend to December 29, 2025 for initial services.

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 2025-2027”; with a total compensation ceiling of $175,000, as set forth in Work Authorization Number AMA–OC25-006 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
2025, 2026 and 2027

LABOR RATES

Classification	Hourly Billing Rate 01/01/2025 thru 12/31/2025	01/01/2026 thru 12/31/2026	01/01/2027 thru 12/31/2027
Principal/Engineer VI	$302	$316	$330
Principal/Engineer V	$269	$281	$293
Principal/Engineer IV	$243	$254	$266
Principal/Engineer III	$224	$234	$245
Project Manager/Engineer II	$199	$208	$217
Project Manager/Engineer I	$181	$189	$198
Technician IV	$164	$172	$180
Technician III/GIS Specialist	$164	$172	$180
Technician III	$139	$145	$152
Technician II	$125	$130	$136
Technician I	$118	$123	$128
Two-Man GPS Survey Crew	$230	$241	$251
One-Man GPS Survey Crew	$181	$189	$198
Three-Man Survey Crew	$251	$262	$274
Two-Man Survey Crew	$199	$208	$217
Registered Land Surveyor II	$212	$222	$232
Registered Land Surveyor I	$187	$195	$204
Survey Crew Member	$95	$99	$103
Right of Way Specialist	$145	$152	$158
Project Representative III	$139	$145	$152
Project Representative II	$125	$130	$136
Project Representative I	$115	$120	$126
Secretary/Assistant	$95	$99	$103
Print Specialist	$95	$99	$103

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

---

NON-LABOR RATES

Item	Rate
Travel	$0.70 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
Drone Topographic Processing	$100 per acre