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: Private Side I/I WA4	

WORK AUTHORIZATION NUMBER AMA-I&I RP-004
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services, dated September 20, 2020, to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

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-I&I RP-004 exceed the sum of Four Hundred Thirteen Thousand, Two-Hundred Thirty and no/100 Dollars ($413,230.00).

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, 2020, 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 Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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 Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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: _____

Printed Name: Chris Erisman

Title: First Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

ATTACHMENT NUMBER ONE
EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-I&I RP-004 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc.)

1. SERVICES

Engineer shall provide the City of Joplin (OWNER) with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, evaluation and computer modeling services for the sanitary sewer collection system as hereinafter stated which include customary civil, structural, and mechanical engineering services.

1.1.2 Coordinate the planning, evaluation, data collection and design of components of the proposed City of Joplin Inflow and Infiltration (I/I) Reduction Program.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Overall project management of the City of Joplin Sanitary Sewer I/I Reduction Program.

1.1.3.1.1 The Allgeier Martin (AMA) team working on this project will consist of Allgeier, Martin and Associates and TREKK Design Group. Burns and McDonnell (BMcD) serves as the assistant Program Manager for the Overall I/I program and may be consulted on an as-needed basis.

1.1.3.2 Assist the OWNER with public outreach and education in association with the Private Side I/I program.

1.1.3.2 Private I/I Pilot Area Development and Internal/External Building Evaluations withing this area.

1.1.3.3 Development and Implementation of a Private Side I/I Disconnect Program.

1.1.3.4 Post Private Side I/I Abatement Assessment for the Specified Pilot Area.

1.1.3.5 Analysis and Reporting of the Pilot Program.

2.1 Project Management and Administration: Manage and administer scope and allocate resources to complete the project within schedule and budget limitations.

2.1.1 Work Authorization Kickoff Meeting: Participate in a kickoff meeting for the work contained within this Work Authorization with the ENGINEER's team and the City. Discussions shall be held to review and confirm the project/program goals, objectives, and schedule; evaluate basic concerns on objectives and implementation of the Work; establish field building evaluation procedures, discuss public involvement, confirm responsibilities and the scope of services assign project team contacts and communication protocols.

2.1.2 Progress Meetings: Attend project progress meetings, up to 3, with the OWNER to discuss items such as coordination of work and responsibilities, risk management, schedules, and project progress and implementation.

2.1.3 The AMA team will prepare a community outreach and education statement for use on the OWNER's social media outlets. The education statement will provide a description of inflow and infiltration, typical sources and what inspections are being conducted to

identify I/I sources. The AMA team will provide the statement to the OWNER for social media outlet use. TREKK Design Group's marketing department can assist the City's Public Information Office (PIO) officer/department in the design and implantation of a SSES brochure informational website for collaboration of the Public and Private Educational Outreach.

2.1.4 The AMA team shall provide an information letter template to the OWNER to be mailed to the residents on City letterhead to all residence and property owners located within the project area explaining the City's request to allow the TREKK/AMA crews to perform the building evaluations of their property. TREKK will begin the process by sending a letter to each property owner requesting the homeowner schedule an appointment for an evaluation. A total of two letters and one follow-up phone call to non-responsive property owners will be completed. After three attempts, non-responses will be addressed by a field visit to the residence to request an evaluation of the property.

3.1 Pilot Area Internal and External Building Evaluations

3.1.1 Smoke testing has been completed in the pilot areas but cannot locate and confirm every possible I/I defect on private property. In an attempt to further identify possible I/I defects, an external building evaluation will be conducted. If a building/residence is built on a basement foundation – an internal evaluation will be attempted. An external building evaluation will include the investigation of storm water connections from down spouts, uncapped/damaged clean outs, area drains and/or stairwell drains. Internal building evaluations will include the investigation of sump pits and sump pumps located within the basement foundation

3.1.2 The OWNER shall provide property owner information for the Pilot Study Areas. A two (2) person crew comprised of (1) TREKK personnel and (1) AMA personnel will complete the work. It is estimated that 1061 external structure inspections will be conducted within the study area. All data collected through the building evaluations process will be recorded in a GIS collection platform, which will also include photos of all defects found and a GPS location will be provided for each defect located on a property. This scope of work allows for the following number of building evaluations in each respective pilot area:

3.1.2.1 Cleveland Avenue Basin: 493 Properties

3.1.2.2 Baker's Branch Basin: 568 Properties

4.1 Private I/I Disconnect Program

4.1.1 Pilot Abatement Program Set-Up: The AMA team will continue working with the OWNER to develop and implement a pilot-scale Private I/I Abatement Program within the identified priority sub-basin(s). The team will build upon and evaluate existing ordinances and identify the need for modifications that was initiated in the previous work authorization. The Consultant will assist the City with the Request for Qualifications (RFQ) process for the purpose of procuring 3-5 qualified plumbing contractors to perform the remediation of the illicit connections to the sanitary sewer. This RFQ selection work builds upon the Plumbing contractor RFQ scope of work contained within previous Work Authorizations.

4.1.2 Pilot Abatement Program Implementation: The building evaluations and smoke testing conducted previously by the AMA team will identify illicit connections to the sanitary sewer. TREKK Design Group will notify the identified property owners on up to three (3) separate occasions in an effort to facilitate the disconnection the illicit connections. The Property Owner's Agreement, Addendums, Disconnect Letters, Disconnect Completion Letters and information packet will be developed by TREKK and approved by the OWNER's legal department. In addition, TREKK shall make up to 3 attempts to reach the property owners by phone to discuss the program and provide information to the property owners and assist the plumbing contractors with scheduling an onsite consultation. TREKK and AMA will assist the authorized plumbing contractors by providing contact information and detailed information pertaining to the disconnection of the illicit connections as identified through building evaluations and deemed to be cost

effective. TREKK and AMA shall conduct verification of the final disconnection and ensure that the property owner is completely satisfied with the remediation efforts. TREKK will utilize electronic forms to update and track the Private I/I disconnect program as the work progresses. The OWNER shall be responsible for all plumber repair costs associated with the disconnection of the illicit plumbing connections. All costs for the repairs shall be agreed to by the Engineer, the City and the Plumbing Contractors before any repairs proceed, and directly invoiced to the City for payment. This scope of work allows for the following number of disconnections of illicit connections in each respective pilot area:

4.1.2.1 Cleveland Avenue Basin: 35 Properties

4.1.2.2 Baker's Branch Basin: 40 Properties

5.1 Post Private I/I Abatement Assessment

5.1.1 Following the completion of the Pilot Private I/I Disconnect Program, the AMA team will conduct a review of the work flow processes, success rates of plumbing evaluations, density and severity of I/I defects and success rates of defect disconnections. In addition, team will reach out to all plumbing contractors near the completion of Pilot Phase to gain input and feedback on the Program's repair process. Questions will be asked regarding the overall Program, repair process, public perception, and ideas/recommendations for improvement. A summary report of the findings will be prepared along with recommendations for future work

6.1 Analysis and Reporting

6.1.1 The AMA team will provide electronic records of all building evaluations completed, and compile a list of each defect identified. Defects shall then be prioritized based upon severity, structural integrity, safety and projected volume of I/I removed. A summary listing of each defect will be completed. A summary report of the results from the building evaluations and remediation recommendations will be provided.

2. TERMS

2.1 Schedule: 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 for this Work Authorization scope of work shall be completed no later than October 31, 2021.

2.1.1 Utilizing information supplied by Engineer, the OWNER shall make final engineering and planning decisions in a timely manner to support the Engineer's ability to complete the Services according to the project schedule.

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 Two to Exhibit A: "RATE SCHEDULE 2020-2021" for Allgeier, Martin and Associates; and 2021 Compensation for Professional Engineering Services for TREKK Design Group, LLC (TREKK) with a total compensation ceiling of $413,230, as set forth in Work Authorization Number AMA – I&I RP - 004 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Project Management and Administration (Item 2.1.1 and 2.1.2)	$26,222
Public Outreach (Item 2.1.3 and 2.1.4)	$23,852
Pilot Area Internal and External Building Evaluations (Item 3.1)	
Cleveland Avenue Basin (Item 3.1.2.1)	$142,832
Baker's Branch Basin (Item 3.1.2.2)	$161,300
Private I/I Disconnect Program (Item 4.1)	$43,224
Post Private I/I Abatement Assessment (Item 5.1)	$6,668
Analysis and Reporting (Item 6.1)	$9,132
Total Estimated Maximum Fee	$413,230

ATTACHMENT NUMBER TWO

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2020 and 2021

LABOR RATES

Classification	Hourly Billing Rate 01/01/2020 thru 12/31/2020	01/01/2021 thru 12/31/2021
Principal/Engineer V	$224	$232
Principal/Engineer IV	$203	$210
Principal/Engineer III	$187	$194
Project Manager/Engineer II	$166	$172
Project Manager/Engineer I	$151	$156
Technician III/GIS Specialist	$137	$142
Technician III	$116	$120
Technician II	$104	$108
Technician I	$98	$101
Two-Man GPS Survey Crew	$192	$199
One-Man GPS Survey Crew	$151	$156
Three-Man Survey Crew	$209	$216
Two-Man Survey Crew	$166	$172
Registered Land Surveyor II	$177	$183
Registered Land Surveyor I	$156	$161
Survey Crew Member	$79	$82
Right of Way Specialist	$121	$125
Project Representative III	$116	$120
Project Representative II	$104	$108
Project Representative I	$96	$99
Secretary/Assistant	$79	$82
Print Specialist	$79	$82

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	$0.57 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

A D/WBE, SBA 8(A), WOSB Certified
Civil Engineering Firm

2021 Compensation for Professional Engineering Services[1]
TREKK Design Group, LLC (TREKK)

The **OWNERS**'s payment to the **ENGINEER** shall be due and payable as follows:

I. For Professional Engineering Services, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses, in accordance with Section III below, or a negotiated amount as agreed upon.

II. For **Other Services**, when authorized and agreed upon in writing, an amount based upon hourly rates plus expenses or unit rates, in accordance with Section III below, or a negotiated amount as agreed upon.

III. Hourly Billing Rates and Expenses:

Project Principal	$180.00/hr - $270.00/hr
Project Manager	$125.00/hr - $240.00/hr
Quality Manager	$125.00/hr - $190.00/hr
Project Coordinator	$ 80.00/hr - $160.00/hr
Industry Specialist	$110.00/hr - $240.00/hr
Asset Manager	$120.00/hr - $190.00/hr
Senior Professional Engineer	$140.00/hr - $240.00/hr
Professional Engineer	$115.00/hr - $220.00/hr
Project Engineer I	$100.00/hr - $175.00/hr
Project Engineer II	$ 90.00/hr - $145.00/hr
Staff Engineer	$ 80.00/hr - $110.00/hr
Project Designer	$ 95.00/hr - $145.00/hr
CADD Technician I	$ 80.00/hr - $125.00/hr
CADD Technician II	$ 55.00/hr - $ 90.00/hr
Office/GIS Technician I	$ 75.00/hr - $130.00/hr
Office/GIS Technician II	$ 60.00/hr - $ 95.00/hr
Office/GIS Technician III	$ 50.00/hr - $ 80.00/hr
Senior Administrator	$ 90.00/hr - $160.00/hr
Administrator	$ 70.00/hr - $ 95.00/hr
Field Manager	$ 80.00/hr - $145.00/hr
Field Technician I	$ 65.00/hr - $115.00/hr
Field Technician II	$ 55.00/hr - $ 95.00/hr
Field Technician III	$ 50.00/hr - $ 80.00/hr
GIS Analyst I	$ 95.00/hr - $160.00/hr
GIS Analyst II	$ 65.00/hr - $110.00/hr
Construction Inspection Manager	$125.00/hr - $190.00/hr
Senior Construction Inspector	$ 90.00/hr - $145.00/hr
Construction Inspector	$ 75.00/hr - $ 95.00/hr
Survey Manager (PLS)	$100.00/hr - $160.00/hr
Professional Land Surveyor (PLS)	$ 90.00/hr - $145.00/hr
Survey Party Chief	$ 75.00/hr - $130.00/hr
LiDAR Technician	$ 75.00/hr - $135.00/hr
Utility Locator	$ 75.00/hr - $130.00/hr
Survey Crew (2 person – 3 person)	$168.00/hr - $228.00/hr
Mobile LiDAR Crew	$1,750.00/hr
Mileage	$00.61.5/mi
Out-of-Pocket Expenses, Supplies, Reproductions, etc	Cost

Note 1: The above hourly rates and unit prices are good through December 31, 2020.