CDBG Sanitary Sewer
664,000.00

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 64803	
Attention: **Nicholas A. Heatherly, PE,CFM** **nheather@joplinmo.org**		Attention: CHRIS ERISMAN, P.E.	
Department: **Public Works Department**		Phone: 417.680.7200	Fax: 417.680.7300
Phone: **417-624-0820, ext 500**	Fax: **417-625-4738**		

WORK AUTHORIZATION NUMBER AMA-DR2AP1-2
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.

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-DR2AP1-2 exceed the sum of Six Hundred Sixty Four Thousand and No/100 Dollars ($664,000.00).

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 cancellation or non-renewal 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

All policies except for the professional liability policy 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, 2014, 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 Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($409,123.00) 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 Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($409,123.00) 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 on both a per-claim and an aggregate basis. 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

Dan Johnson P.E.
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
Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By:

Printed Name: Chris Erisman, P.E.

Title: Vice President

Date: December 29, 2014

CITY OF JOPLIN, MISSOURI

By:
Nicholas A. Heatherly, P.E.
Public Works Director

Date: 1/8/15

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-DR2AP1-2 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with CDBG DR2 Funding)

1. SERVICES

Engineer shall provide the City of Joplin with the following services:

1.1 General

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

1.1.2 Coordinate the planning, design and construction of the sanitary sewer projects with the other Consulting firms responsible for other improvement aspects of the overall project as well as the City of Joplin and the CDBG funding program having jurisdiction over the project.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area boundary is identified in Attachment Number One to Exhibit A.

1.1.3.2 Integration of Existing Closed Circuit Television (CCTV) sanitary sewer line inspection data previously completed outside the EDR but within the project area, into the City of Joplin Geographical Information System (GIS) system as well as ongoing GIS support and data manipulation for project coordination efforts.

1.1.3.3 Evaluation of CCTV sanitary sewer line inspection data to prepare sanitary sewer renovation projects in critically determined areas.

1.1.3.4 Design of renovation project number two and renovation project number three including the preparation of plans and specifications necessary to bid said work. It is estimated that approximately 21,000 LF of sanitary sewer mains will be renovated as part of Renovation Project Number Two and approximately 19,000 LF of sanitary sewer mains will be renovated as part of Renovation Project Number Three.

1.1.3.5 Bidding and Construction Phase Engineering of Renovation project number Two. It is estimated that approximately 21,000 LF of sanitary sewer main and associated manholes will be renovated as part of Renovation project number Two.

1.1.3.6 Resident Construction Representation Phase services for sanitary sewer renovation project number two. It is estimated that approximately 21,000 LF of sanitary sewer main and associated manholes will be renovated as part of this project. Services will be provided full time with an estimated construction duration of 8 months.

1.1.3.7 Bidding and Construction Phase Engineering for the Maiden Lane Sanitary Sewer Relocation project.

1.1.3.8 Bidding and Construction Phase Engineering for the Banker's Branch Interceptor Sewer Replacement project from 20th and Connecticut to Murphy Boulevard.

1.1.3.9 Resident Construction Representation Phase services for the Banker's Branch Interceptor Sewer replacement project from 20th and Connecticut to Murphy Boulevard. Services will be provided full time with an estimated construction duration of 4 months.

1.1.3.10 Completion of CCTV Inspection and cleaning of sanitary sewers to reflect actual field conditions within the project boundary area above the quantities contained within AMA-DR2AP1-1.

1.1.3.11 Coordination of the tasks included within this Agreement with other City Consultants designing CDBG infrastructure improvements within the project area as well as other City Consultants designing infrastructure improvements utilizing State funding near the project area; with utility companies; with City of Joplin staff and with the City's CDBG administrative consultant; and with the project schedules of each said infrastructure improvement consultant. This service will also include maintaining and modifying the overall project strategy previously developed.

1.1.3.12 Negotiation and acquisition of rights-of-way/easements as determined necessary to accommodate construction of various sanitary sewer improvements within the project area.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for projects described in paragraphs 1.1.3.4:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs.

1.2.2 Evaluate available data for areas in which planning and design services are to be completed for incorporation into design documents.

1.2.3 Evaluate drainage areas and known future land uses for areas in which existing sanitary sewer lines are to be replaced and considered for upgrades in capacity to calculate a size for new replacement sanitary sewer mains in those areas. Future land uses may need to be determined based upon Engineering judgment and known information as to future development plans known by OWNER and OWNER's representatives.

1.2.4 Consult with OWNER's representatives regarding the preferred rehabilitation and replacement alternatives.

1.2.5 Obtain topographic survey data and field information relative to existing facilities to the extent necessary for design of sewer replacement projects. Coordinate with other firms for the scheduling of other infrastructure improvement projects planned for the respective project areas.

1.2.6 Conduct research and investigation into existing utilities located within the project boundaries.

1.2.7 Investigate existing rights-of-way and easement boundaries along project route. It is anticipated that all projects will be designed within existing City of Joplin right-of-way and easements.

1.2.8 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

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

1.2.10. 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 and specifications to show the character and extent of the Project.

1.2.11. Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that the OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.2.12. Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.13. Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.14. Furnish three copies of the above documents and present and review them in person with OWNER.

1.2.15. Submit copies of the plans, specifications, bid and contract documents, and other related documents to the governmental agencies having jurisdiction over the project for their review and approval.

1.2.16 Provide assistance to the OWNER relative to submission of documentation to regulatory agencies for involvement in the Community Development Block Grant (CDBG) program.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for projects described in paragraphs 1.1.3.5, 1.1.3.7 and 1.1.3.8, as follows:

Upon execution of this agreement by the OWNER, and following the completion of the appropriate design-phase elements of the project, the ENGINEER shall:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the bidding documents.

1.3.3 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.4 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.5 Submit to appropriate regulatory agencies the bid documents and revised cost estimates, and other post-bid documentation required by the CDBG program.

1.3.6 Assist OWNER in evaluating bids or proposals and in assembling and awarding contract.

1.3.7 Attend scheduled pre-bid or pre-construction conferences.

1.3.8 Review contractor's proposed project schedule and provide OWNER with estimates of required Project cash-flow.

1.3.9 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications)

maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.10 Issue all 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.

1.3.11 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.12. Assist OWNER with providing documentation to OWNER's representatives for CDBG reimbursement requests, including breakdown of amount of funds spent in low to moderate income (LMI) areas. LMI area limits shall be provided by OWNER for use in this calculation.

1.3.13 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.11.

1.3.14 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.15 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; however, nothing contained in paragraph 1.3.1 through 1.3.15, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a 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.

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.

If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with local 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.

1.5 City of Joplin GIS Integration

1.5.1 Conversion of completed CCTV inspection data inside the project boundary to the City of Joplin GIS format.

1.5.1.1 Correlate data received from CCTV back to City naming conventions for input back to the City of Joplin GIS system.

1.5.1.2 Arrange obtained field CCTV data into a format to match the City of Joplin GIS system attributes and organizational setup for insertion back into the City's GIS system.

1.5.1.3 Preparation of maps and organization of field data obtained necessary for design of sanitary sewer improvement projects.

1.5.1.4 Preparation of maps and organization of field data obtained as needed by other consultant teams for coordination and as needed for use by the City of Joplin.

1.5.1.5 Incorporate sanitary sewer line rating data for area back into City of Joplin GIS system.

1.5.1.6 Develop attributes to add data back to the City GIS system for information regarding the CCTV inspection data and locations.

1.5.2 Ongoing GIS support, data retrieval, data manipulation, system attribute configuration and modifications for project coordination and design efforts.

1.6 Sanitary Sewer CCTV Inspection

ENGINEER shall provide the following sanitary sewer CCTV inspection services for projects described in paragraph 1.1.3.10:

1.6.1 Provide sanitary sewer collection system television inspection, cleaning and compiling of inspection data for the area not previously CCTV inspected but within the project area boundary. In completing the CCTV cleaning and TV inspection work included as part of Work Authorization AMA-DR2AP1-1, it was determined that the footage of sanitary sewer pipe within the project boundary was more than originally anticipated. In order to reflect actual field conditions, the work remaining to be CCTV inspected and cleaned, above the original estimates, is anticipated to include: Basic cleaning and CCTV inspection of 13,491 L.F. of 6"-10" diameter sewer and 3,787 LF of 18"-21" diameter sewer as well as the anticipated heavy cleaning of 1,664 LF of 12"-15" diameter sewer line and removal of 2 protruding taps. Also included within this scope of work shall be the review of collected data and prioritization of future rehabilitation, including printing of maps and reports.

1.6.1.1 It is recognized that the actual line sizes, lengths of line and quantity of manholes indicated for the designated CCTV inspection area may differ from those anticipated by the ENGINEER and reflected in the scope of work and associated fee indicated in Section 3; therefore a future amendment may be required after actual field conditions are determined in this area.

1.6.2 Evaluate data and rank pipe condition of respective sanitary sewer pipes inspected.

1.6.3 Prioritize sanitary sewer lines and prepare associated maps for future rehabilitation project planning efforts.

1.6.3.1 Prepare cost estimates and maps for projected rehabilitation work.

1.7 Project Coordination

Upon receipt of Notice to Proceed, ENGINEER shall provide the following coordination services for the tasks included within this Agreement as described in paragraph 1.1.3.11:

1.7.1 Attend regularly scheduled project meetings for coordination with OWNER and other consultants designing CDBG infrastructure improvements within the project area as well as other Consultants designing infrastructure improvements utilizing State funding near the project area.

1.7.2 Coordination with utility companies.

1.7.3 Coordination with City of Joplin staff and with the City's CDBG administrative consultant.

1.7.4 Coordination with the project schedules of each infrastructure improvement consultant identified in paragraphs 1.7.1 and 1.7.3.

1.7.5 Development and maintenance of a project schedule in Microsoft Project.

1.7.6 Tracking of Engineering time expended in providing services in Low to Moderate Income (LMI) areas, separate from the remaining areas within the project boundaries.

1.7.7 Maintaining and updating the previously developed sanitary sewer project strategy consisting of anticipated project schedules and associated project cost projections.

1.7.8 The fee established in Section 3 for services included in section 1.7 – Project Coordination, shall cover expenses for this service associated with the tasks included within this Agreement, however, due to some uncertainty as to how much time will actually be expended to complete these services, an amendment to this work authorization may be determined necessary to account for actual time expended.

1.8 Right-of-Way/Easement Acquisition

1.8.1 Meet with affected property owners in an attempt to secure required easements for sanitary sewer line relocation/replacement/renovation work.

1.8.1.1 Services for right-of-way/easement acquisition is anticipated to be provided for a maximum of 75 individual properties associated with the following projects:

1.8.1.1.1 Bartlett Interceptor Sewer Replacement
1.8.1.1.2 Shoal Creek/23rd Street/Blendville Interceptor Sewer Replacement
1.8.1.1.3 Banker's Addition Interceptor Sewer Replacement
1.8.1.1.4 Renovation Project Number One
1.8.1.1.5 Renovation Project Number Two

1.8.2. Provide status report details to OWNER's representatives, as requested, indicating contacts that have been made and status of negotiations.

1.8.3. Obtain signed easement documents from willing participants.

1.8.4. In the event that negotiation for easements is unsuccessful after three attempts, provide to the OWNER a prepared report of negotiations to allow the OWNER to decide the course of future action.

1.8.5 The right-of-way/easements shall be procured in accordance with the requirements of the Uniform Relocation Act.

1.8.6. Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. Any required appraisals, if determined necessary, shall be provided by the ENGINEER as an additional service.

1.8.7. Record and provide OWNER with copies of all executed easements.

1.8.8. Court testimony or attendance at meetings required or requested as part of the condemnation process shall be provided by the ENGINEER as an additional service.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER.

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.

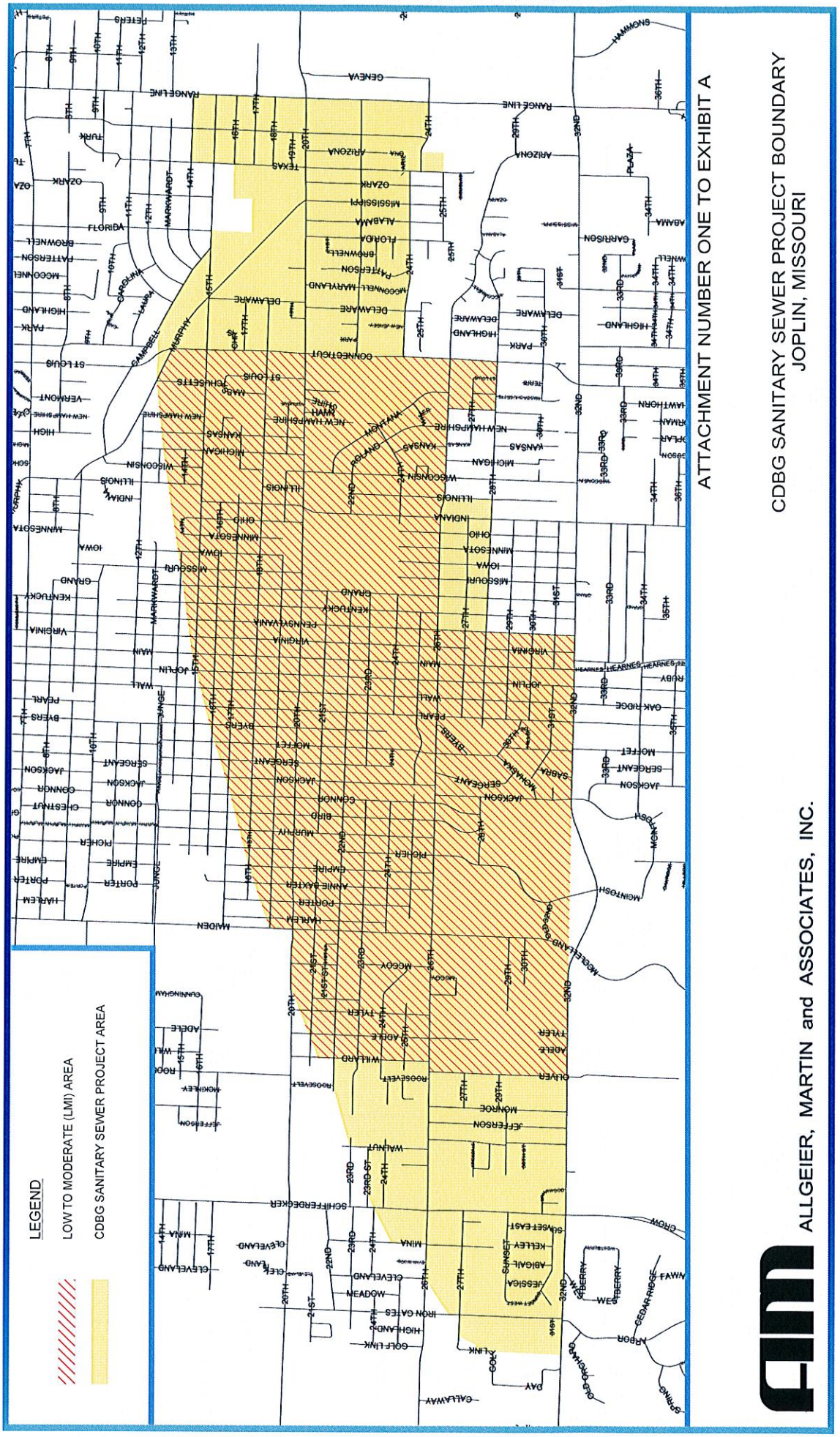
2.3 Schedule: The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder for this Work Authorization scope of work shall be completed no later than December 1, 2016.

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 2014-2015-2016"; with a total compensation ceiling of $664,000, as set forth in Work Authorization Number AMA-DR2AP1-2 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
Integration of CCTV data into City of Joplin GIS system (Paragraphs 1.1.3.2 and 1.5)	$40,000
Evaluation of Data and Design of Renovation project Number Two (Paragraph 1.1.3.3, 1.1.3.4 and paragraph 1.2)	$35,000
Bidding and Construction Phase Engineering Services for Renovation Project Number Two (Paragraphs 1.1.3.5 and 1.3)	$55,000
Full Time Resident Project Representation Services for Renovation Project Number Two (Paragraphs 1.1.3.6 and 1.4)	$145,000
Bidding and Construction Phase Engineering Services for the Maiden Lane Sewer Replacement Project (Paragraphs 1.1.3.7 and 1.3)	$30,000
Bidding and Construction Phase Engineering Services for the Banker's Branch Interceptor Replacement Project (Paragraphs 1.1.3.8 and 1.3)	$35,000
Full Time Resident Project Representation Services for the Banker's Branch Interceptor Replacement Project (Paragraphs 1.1.3.9 and 1.4)	$70,000
Completion of additional CCTV inspection of sanitary sewer lines not Included within Work Authorization AMA-DR2-AP1-1 (Paragraphs 1.1.3.10 and 1.6)	$37,000
Project Coordination (Paragraphs 1.1.3.11 and 1.7)	$60,000
Right-of-Way/Easement Acquisition (Paragraphs 1.1.3.12 and 1.8)	$157,000
Total Estimated Maximum Fee	$664,000

ATTACHMENT NUMBER ONE TO EXHIBIT A



ATTACHMENT NUMBER TWO
RATE SCHEDULE
2014-2015-2016

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

LABOR RATES

Classification	Hourly Billing Rate 01/01/2014 thru 12/31/2014	01/01/2015 thru 12/31/2015	01/01/2016 thru 12/31/2016
Principal/Engineer IV	$175	$180	$185
Principal/Engineer III	$160	$165	$170
Principal/Engineer II	$140	$145	$150
Principal/Engineer I	$125	$130	$135
Designer III/GIS Specialist	$116	$120	$124
Designer/Technician III	$96	$100	$104
Designer/Technician II	$84	$88	$92
Designer/Technician I	$78	$82	$86
Two-Man GPS Survey Crew	$165	$170	$175
One-Man GPS Survey Crew	$125	$130	$135
Three-Man Survey Crew	$180	$185	$190
Two-Man Survey Crew	$140	$145	$150
Registered Land Surveyor II	$150	$155	$160
Registered Land Surveyor I	$130	$135	$140
Survey Party Chief	$78	$82	$86
Survey Crew Member	$63	$66	$69
Right of Way Specialist	$100	$104	$108
Construction Inspector III	$96	$100	$104
Construction Inspector II	$84	$88	$92
Construction Inspector I	$78	$81	$84
Secretary/Word Processor	$63	$66	$69
Print Specialist	$63	$66	$69

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

Item	Rate
Travel	$0.56 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%