

**CITY OF JOPLIN
COUNCIL AGENDA ITEM**

ITEM

Council Bill 2022-109 – approving a Work Authorization AMA-OC-22-007 with Allgeier, Martin and Associates for professional engineering consulting services for the engineering design services associated with the Tin Cup Trail bridge design.

MEETING DATE

February 22, 2022

ORIGINATING DEPARTMENT

Public Works - Engineering

ATTACHMENTS

Council Bill 2022-109, Work Authorization

REVIEWED BY

Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY

This Council Bill authorizes the City Manager or his designee to approve a work authorization with Allgeier, Martin and Associates in the not to exceed amount of One Hundred Thirty Thousand and 00/100 dollars (\$130,000.00) for professional engineering consulting services for design services associated with the Tin Cup Trail bridge design.

BACKGROUND

The Parks and Stormwater Sales Tax was approved by voters in 2011. One of the items listed on the projects to be funded by the tax was the Tin Cup Trail. The Tin Cup Trail will provide over a mile of new trail along Tin Cup Creek, connecting the St. Johns Trail and the trails in McIndoe Park together. As part of the trail project, a pedestrian/bike bridge is to be constructed that will allow the south parking lot of the Joplin Family Y to be directly connected to the trail as a trailhead. Tin Cup Creek is a mapped stream; therefore, the bridge must remain outside of the floodway or meet certain criteria set by the Army Corps of Engineers.

City staff selected Allgeier, Martin and Associates from the City's list of on call consultants, for professional engineering consulting services for the design services associated with the Tin Cup Trail bridge design. The scope includes the design of the bridge and any supplemental stormwater calculations that may be required for permitting from the Corps. Allgeier, Martin and Associates will develop and design preliminary and final construction plans for the improvement. City staff reviewed the fees submitted by Allgeier, Martin and Associates for the engineering consulting services and found them to be within industry standards.

FUNDING SOURCE

These payments are included in the FY 2021-22 budget of the Parks and Stormwater Sales Tax.

RECOMMENDATION

Staff recommends approval of this bill on first reading.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc	
		Address: 7231 East 24 th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Dan Johnson, P.E. Assistant Director of Public Works		Attention: Michael Atkinson, P.E. Vice President	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 538	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER AMA-OC-22-007
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

1. Services. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in *Exhibit A*.

2. Addition to Services. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in *Exhibit A*, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. Term. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as *Exhibit A*.

4. Costs not to Exceed. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. Payment.

a. Conditioned upon acceptable performance. The City agrees to pay the Engineer in accordance with the terms set forth in *Exhibit A*, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in *Exhibit A*.

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-22-007 exceed the sum of One Hundred Thirty Thousand and no/100 Dollars (\$130,000).

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, 2022, 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) 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 Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) 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

Engineer: Allgeier Martin and Associates, Inc.

Name & Title of Staff Project Manager

By: 

Printed Name: Michael Atkinson, P.E.

Title: Vice President

Date: February 15, 2022

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.

CITY OF JOPLIN, MISSOURI

Leslie Haase, Director of Finance

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

APPROVED AS TO FORM

Date: _____

Peter Edwards, City Attorney

**EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-22-007 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 Tin Cup Trail Bridge Design)**

1. SERVICES

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

1.1 General

1.1.1 ENGINEER shall perform professional planning and design services as hereinafter stated which include customary civil engineering services.

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

1.1.3 In general, the Project consists of the following:

1.1.3.1 The planning phase will consist of considerations and the selection of a pedestrian bridge to be installed over a tributary to Shoal Creek generally located near the south parking lot of the YMCA. Planning efforts will include working with City Staff to determine a location and type of pedestrian bridge that is desired by the City. For the purposes of this agreement, it is contemplated that the selected bridge will be a pre-engineered and manufactured structure.

1.1.3.2 Design of foundations, erosion control, geotechnical investigation and environmental permitting including Corps of Engineers and Floodplain Development Permit. In consideration of floodplain regulations, it is contemplated that the proposed structure will be constructed in the floodplain but will span the defined floodway.

1.1.3.3 Provide bidding and solicitation services from qualified bridge suppliers and contractors, including evaluation of bids.

1.1.3.4 Legal Descriptions and Exhibits: Prepare right of way exhibits, deeds and legal descriptions, if needed, for land required to construct fill for bridge approaches.

1.1.3.5 Preliminary data collected from pre-engineered pedestrian structures including foundations, earthwork and erosion control suggests an estimated construction cost of \$320,000.

1.2 Design Phase.

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

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

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

1.2.3 Conduct hydrologic and hydraulic analysis to determine the length and height of the structure. It is understood that the location of the bridge is in a floodplain/floodway hazard area. Engineer will endeavor to evaluate and update available hydraulic models provided by FEMA for bridge design purposes. The fees provide for a complete hydraulic analysis is for one geometric alignment. If additional geometric alignments are requested for consideration, then engineer will remodel additional alignments for an additional cost for each evaluation as noted herein. The fees are based upon alignments that will either span the entire floodway or produce a "NO-Rise" condition. The costs associated for a LOMR are not included in the fee for this project and can be provided if requested.

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

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

1.2.6 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the final drawings and specifications to show the character and extent of the Project.

1.2.7 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.

1.2.8 Assist in the evaluation of lighting facilities and considerations for lighting expansion.

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

1.3 Bidding Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

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 substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

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

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

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Preparation of the 60% design shall be completed and submitted to OWNER 3 months after the receipt of the Notice to Proceed.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2021-2023"; with a total compensation ceiling of \$130,000, as set forth in Work Authorization Number AMA-OC-22-007 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:

<u>Task</u>	<u>Estimated Fee</u>
Planning Phase Services (Paragraphs 1.1.3.1)	\$21,240
<u>Standard Project Engineering Services</u> Design Phase and Geotechnical Engineering Services (Paragraphs 1.2.1 and 1.2.9)	\$98,900

Bidding Phase Engineering Services \$9,860
(Paragraphs 1.3.1 and 1.3.4)

Total Estimated Maximum Fee – All Services \$130,000

(Additional Services for Hydraulic Modeling of Each Alignment) \$5000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2022, 2023 and 2024

LABOR RATES

<u>Classification</u>	<u>Hourly Billing Rate</u>		
	01/01/2022	01/01/2023	01/01/2024
	thru <u>12/31/2022</u>	thru <u>12/31/2023</u>	thru <u>12/31/2024</u>
Principal/Engineer VI	\$270	\$279	\$289
Principal/Engineer V	\$240	\$248	\$257
Principal/Engineer IV	\$217	\$225	\$233
Principal/Engineer III	\$200	\$207	\$215
Project Manager/Engineer II	\$178	\$184	\$190
Project Manager/Engineer I	\$162	\$167	\$173
Technician III/GIS Specialist	\$147	\$152	\$157
Technician III	\$124	\$129	\$133
Technician II	\$111	\$115	\$119
Technician I	\$105	\$109	\$112
Two-Man GPS Survey Crew	\$206	\$213	\$220
One-Man GPS Survey Crew	\$162	\$167	\$173
Three-Man Survey Crew	\$224	\$232	\$240
Two-Man Survey Crew	\$178	\$184	\$190
Registered Land Surveyor II	\$190	\$196	\$203
Registered Land Surveyor I	\$167	\$173	\$179
Survey Crew Member	\$85	\$88	\$91
Right of Way Specialist	\$130	\$134	\$139
Project Representative III	\$124	\$129	\$133
Project Representative II	\$111	\$115	\$119
Project Representative I	\$103	\$106	\$110
Secretary/Assistant	\$85	\$88	\$91
Print Specialist	\$85	\$88	\$91

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

NON-LABOR RATES

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

COUNCIL BILL NO. 2022-109

ORDINANCE NO

AN ORDINANCE approving a Work Authorization AMA-OC-22-007 with Allgeier, Martin and Associates in the not to exceed amount of One Hundred Thirty Thousand and 00/100 dollars (\$130,000.00) for professional engineering consulting services for engineering design services associated with the Tin Cup Trail bridge design; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Work Authorization AMA-OC-22-007 with Allgeier, Martin and Associates in the not to exceed amount of One Hundred Thirty Thousand and 00/100 dollars (\$130,000.00) for professional engineering consulting services for engineering design services associated with the Tin Cup Trail bridge design, a true and accurate copy of said work authorization being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

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

_____, 2022 by a _____ vote.

ATTEST:

Ryan D. Stanley, Mayor

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Council Bill 2022-109

I hereby certify that a sufficient amount is available in the Parks and Stormwater Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

Leslie Haase, Director of Finance