

CITY		ENGINEER	
CITY OF JOPLIN		Name: Allgeier, Martin and Associates, Inc.	
602 S. MAIN STREET		Address: 7231 East 24 th Street, P.O. Box 2627	
JOPLIN, MO 64801		Joplin, MO 64804	
Attention: Mr. Chris Parker, P.E. Sanitary Sewer Engineer		Attention: Chris Erisman, P.E., V.P.	
Department: PUBLIC WORKS		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820 x584	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER AMA-WWFP-001
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-WWFP-001 exceed the sum of Two Hundred Twenty-Nine Thousand, Eight Hundred Fifty-Five and no/100 Dollars (\$229,855.00).

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/soimmunity.php>).

As of January 1, 2019, 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 Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars (\$2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars (\$429,799.00) 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 Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars (\$2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars (\$429,799.00) 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

Mr. Chris Parker, Sanitary Sewer Engineer

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, P.E.

Title: First Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

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EXHIBIT A

Project Name/Description Wastewater Facilities Plan
Consultant Allgeier, Martin and Assoc.

Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

A1.01 Conceptual Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and

Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
 11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 13. Perform or provide the following other Study and Report Phase tasks or deliverables:
 14. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.
 15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.
- C. Billing/Payment Processing Options
1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

~~2. Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent - Preliminary plans, 40 percent Right of Way plans, 90 percent final plans and bid documents, 100 percent project completion.~~

- A1.02 Preliminary Design Phase - (30 percent plans)
Not included with scope of services
- A1.03 Utility Requirements
Not included with scope of services
- A1.04 Surveying Services - General
Not included with scope of services
- A1.05 Right of Way Plan Phase - 60 percent plans
Not included with scope of services
- A1.06 Final Design Phase
Not included with scope of services
- A1.07 Bidding Phase
Not included with scope of services
- A1.08 Construction Phase
Not included with scope of services
- A1.09 Post-Construction Phase
Not included with scope of services

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.
 - 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2. Undertaking investigations and studies including, but not limited to:
 - a. Detailed consideration of operations, maintenance, and overhead expenses.

ATTACHMENT NUMBER ONE
EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-WWFP-001 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 services as hereinafter stated, which include customary civil, structural, mechanical, and electrical engineering services.

1.1.2. The ENGINEER shall represent the OWNER, insofar as the OWNER desires, to governmental entities and agencies, institutions, and other individual and collective parties in dealings related to the Project.

1.1.3. The ENGINEER shall attend meetings and hearings with and on behalf of the OWNER, insofar as the OWNER desires, provided that such meetings and hearings pertain to the Project and provided that the OWNER gives the ENGINEER reasonable notice of such meetings and hearings and of the Owner's desire to have the ENGINEER in attendance.

1.1.4. The ENGINEER shall assist the OWNER in seeking financial assistance for the Project, including the preparation of applications for appropriate grants or loans.

Upon receipt of the OWNER's written notice to proceed with the analysis of wastewater collection and treatment facilities, the ENGINEER shall:

1.2. Wastewater Facilities Plan - Treatment

1.2.1. Compile data related to current wastewater generation, including, but not limited to, organic, solids, and nutrient loadings, flows, and sludge volumes and characteristics.

1.2.2. Review available wastewater flow data for the OWNER's two wastewater treatment plants and utilize data on collection system Inflow and Infiltration (I/I) generated from the system hydraulic model.

1.2.3. Compile demographic data, as well as information relative to the local environment, geology, soils, topography, receiving streams, and other factors pertinent to development of the facilities plan.

1.2.4. Evaluate the capabilities of existing wastewater treatment facilities.

1.2.5. Utilizing information provided by the OWNER, project estimates of growth in Joplin and the expanding service area, including industrial growth, and translate this growth into an estimated future demand on the OWNER's wastewater treatment facilities.

1.2.6. Evaluate options for shifting wastewater flows from one drainage basin to another to optimize wastewater treatment plant operations and consider alternate treatment facility and/or facility discharge locations, as found necessary as part of the evaluation.

1.2.7. Working with regulatory agencies and the OWNER, evaluate long-term trends in NPDES limits for effluents and sludges, and present these estimates of future limits.

1.2.7.1 Provide a summary of the past and current metals regulatory compliance issues associated with the treatment facilities. Evaluate the future impacts of metals in regards to facility discharges and permitting for the system.

1.2.8. Establish design criteria for wastewater treatment facilities.

1.2.9. Based upon data compiled and design criteria established, evaluate wastewater treatment and discharge options required to adequately transport and treat peak flows, expand treatment plant hydraulic and organic capacity as required, provide advanced treatment if needed, including effluent disinfection, and expand sludge handling facilities.

1.2.10 Assist the OWNER in arranging for archaeological surveys, soil investigations, environmental investigations, and any other investigations or special consultations required, but outside the scope of this agreement.

1.2.11. Coordinate investigations and analyses with appropriate state and federal agencies in order to promote adherence to current and potential future rules and regulations, and to expedite their acceptance of the facilities plan.

1.2.12. Draft a complete facilities plan for the wastewater treatment facilities that presents and documents the conclusions and recommendations of the ENGINEER. The report will contain, in addition to other information, the ENGINEER's opinion of capital and operation and maintenance costs of the alternatives studied and a recommendation of the optimum alternative. This plan will be combined with the plan prepared for other scope of work sections contained within this agreement to form one complete facility plan document.

1.2.12.1 Provide an executive summary to the facility plan that condenses the significant findings and highlights the contents of the entire facility plan. This executive summary for the wastewater treatment facilities plan will be combined with other scope of work sections contained within this agreement to form one complete facility plan executive summary.

1.2.13. Submit copies of the facilities plan to appropriate federal, state, and local agencies as may be required or appropriate for their review and commentary.

1.2.14 Evaluate the staffing of the OWNER's wastewater facilities and compare that to the staffing of wastewater facilities of similar size and operational characteristics.

1.3 Wastewater Facilities Plan – Collection System

1.3.1 Compile data related to current wastewater collection system, including, but not limited to, results of wastewater I/I program data that could be used within this plan, updated system GIS data, recent improvement/rehabilitation areas, and updated pumping facilities information.

1.3.2 Provide an explanation of the intent and the benefits of a private side I/I program.

1.3.3 Utilizing information provided by the OWNER, project estimates of growth in Joplin and the expanding service area, including industrial growth, and translate this growth into an estimated future demand on the OWNER's wastewater collection system.

1.3.4 The calibrated hydraulic model (developed under the I/I Reduction Program Scope of Work) will be used to develop a hydraulic model of future planning. The calibrated hydraulic model will henceforth be referred to as the baseline model. The proposed hydraulic model will be as follows:

1.3.4.1 A year 2039 hydraulic model covering a 20-year planning horizon from the baseline model.

1.3.4.1.1 The baseline model will be updated using 2039 population and land use data provided by the City.

1.3.4.1.2 The 2039 hydraulic model will be used to identify model predicted hydraulic deficiencies. The deficiencies will be agreed upon with Engineer and the OWNER prior to proceeding to the following task item.

1.3.4.1.3 The 2039 hydraulic model will be used to generate hydraulic improvements required to provide the level of service (LoS) identified in the I&I Reduction Plan.

1.3.4.1.4 The 2039 hydraulic model with improvements will be amended to investigate existing lift station elimination through provision of new interceptor sewer(s). This investigation will be limited to modeled lift stations.

1.3.5 Provide opinions of capital and operation and maintenance costs of alternative wastewater treatment systems for each of the future hydraulic model planning horizons and scenarios listed in paragraph 1.3.4.

1.3.6 Determine the impact on user rates of the opinions of capital and operational and maintenance costs provided for each hydraulic model planning horizon and scenario.

1.3.7 Draft a complete facilities plan report for the wastewater collection system that presents and documents the conclusions and recommendations of the ENGINEER. The report will contain, in addition to other information, the ENGINEER's opinion of capital and operation and maintenance costs of the alternatives studied and a recommendation of the optimum alternative. This plan will be combined with the plan prepared for other scope of work sections contained within this agreement to form one complete facility plan document.

1.3.7.1 Provide an executive summary to the facility plan for the wastewater collection system that condenses the significant findings and highlights the contents of the entire facility plan. This executive summary for the wastewater collection system plan will be combined with other scope of work sections contained within this agreement to form one complete facility plan executive summary.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. General.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others additional services of the following types which are not considered normal or customary basic services; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Providing renderings or models for OWNER's use.

2.1.3. Investigations involving detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; and detailed quantity surveys of material, equipment, and labor.

2.1.4. Furnishing the services of special consultants requested by OWNER for other than the normal civil, structural, mechanical, and electrical engineering, such as consultants for independent evaluations, interior design, furnishings, communications, acoustics, and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.4.1. Independent Evaluation – While ENGINEER will be fully responsible for all aspects of the facilities planning process, the OWNER and ENGINEER recognize the potential benefit of receiving a “second

opinion" in the evaluation of wastewater treatment options. ENGINEER shall, therefore, if requested by the OWNER, secure an independent evaluation of wastewater treatment alternatives from a qualified engineering firm or individual (special consultant) acceptable to the OWNER. Recommendations from the independent evaluation shall be incorporated into the completed facilities plan at the ENGINEER's discretion. The scope of the independent evaluation shall be determined by the OWNER during the process of selecting the special consultant.

2.1.5. Providing any type of field surveys or staking to enable others engaged by the OWNER to carry out their work.

2.1.6. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal proceeding involving the Project.

2.1.7. Studies and investigations of land applications of wastewater as a means of treatment and disposal beyond the studies, comparisons, and conclusions provided in the Facilities Plan.

2.1.8. Services provided in OWNER's acquisition of lands, easements, and rights-of-way.

2.1.9. Furnishing the services of an abstractor for the properties affected by easements or acquisition in connection with the Project.

2.1.10. Additional services in connection with the Project, including services normally furnished by OWNER, services beyond the planning phase of the project, and services not otherwise provided for in this Agreement

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards that OWNER will require.

3.2. Assist ENGINEER by placing at his disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.

3.3. Furnish to ENGINEER, as required for performance of ENGINEER's basic services data prepared by or services of others, including without limitation soil testing, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic, and utility surveys; property descriptions; zoning, deed, and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his services.

3.4. Use its best effort in attempting to arrange access for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services; however, it is understood that if OWNER is unable to arrange such access, ENGINEER shall not be held liable for performing those services that are contingent upon such access.

3.5. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.6. Furnish approvals and permits from all governmental authorities having jurisdiction over the

Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7. Provide such accounting, financial and insurance counseling services as may be required for the Project; such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by regulatory agencies; such auditing service as OWNER may require to ascertain how or for what purpose any OWNER's moneys have been paid for the Project.

3.8. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to receive information and transmit instructions, information, interpret actions, and definition of OWNER's policies and decisions pertinent to ENGINEER's services.

3.9. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.

3.10. Furnish, or direct in writing ENGINEER to provide, necessary additional services as stipulated in Section 2 of this agreement or other services as required.

3.11. Receive, review, and accept the Facilities Plan as provision of service by the ENGINEER, or otherwise relate to ENGINEER amendments needed to render the document acceptable to the OWNER.

3.12. Bear all costs incident to compliance with the requirements of this Section 3.

4. TERMS

4.1 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 December 31, 2019.

4.1.1 Preliminary cost projections for wastewater collection system improvements and wastewater treatment facility improvements that Engineer believes will be necessary within the next 5 years will be provided to the OWNER by May 31, 2019 in order to be considered as part of the ongoing wastewater system rate study currently being developed.

4.1.2 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.

4.2 Distribution of compensation between individual tasks indicated in Section 5 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.

5. PAYMENT

5.1 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 2019" for Allgeier, Martin and Associates and Schedule of Hourly Professional Service Billing Rates for Burns and McDonnell with a total compensation ceiling of \$229,855, as set forth in Work Authorization Number AMA – WWFP - 001 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>
Wastewater Facilities Plan - Treatment (Item 1.2)	\$95,973
Wastewater Facilities Plan – Collection System (Item 1.3)	<u>\$133,882</u>
Total – Wastewater System Facilities Plan Estimated Maximum Fee	\$229,855

ATTACHMENT NUMBER TWO
ALLGEIER, MARTIN and ASSOCIATES, INC.
 Consulting Engineers and Surveyors

RATE SCHEDULE
 2019

LABOR RATES

<u>Classification</u>	<u>Hourly Billing Rate</u>
	Thru 12/31/2019
Principal/Engineer IV	\$195
Principal/Engineer III	\$180
Project Manager/Engineer II	\$160
Project Manager/Engineer I	\$145
Technician III/GIS Specialist	\$132
Technician III	\$112
Technician II	\$100
Technician I	\$94
Two-Man GPS Survey Crew	\$185
One-Man GPS Survey Crew	\$145
Three-Man Survey Crew	\$201
Two-Man Survey Crew	\$160
Registered Land Surveyor II	\$170
Registered Land Surveyor I	\$150
Survey Crew Member	\$76
Right of Way Specialist	\$116
Project Representative III	\$112
Project Representative II	\$100
Project Representative I	\$92
Secretary/Assistant	\$76
Print Specialist	\$76

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

NON-LABOR RATES

<u>Item</u>	<u>Rate</u>
Travel	\$0.58 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 + 5%

Attachment Number Two
Burns and McDonnell
Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$62.00
Technician *	6	76.00
Assistant *	7	88.00
	8	118.00
	9	143.00
Staff *	10	164.00
	11	177.00
Senior	12	197.00
	13	220.00
Associate	14	229.00
	15	235.00
	16	239.00
	17	244.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
5. A technology charge of \$9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD) long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
6. Monthly invoices will be submitted for payment covering services and expenses during the preceding month(s). Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
7. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
8. The rates shown above are effective for services through December 31, 2019, and are subject to revision thereafter.