

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier Martin and Associates, Inc.	
		Address: 7231 East 24 th Street Joplin, Missouri 64804	
Attention: Mr. Dakota Rusk		Attention: Michael Atkinson, P.E.	
Department: Public Works		Phone: 417-680-7352	Fax: 417-680-7300
Phone: 417-624-0820	Fax: 417-625-4738	6 th Street and Virginia Avenue Parking Garage Rehabilitation	

WORK AUTHORIZATION NUMBER AMA-PG21-001
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-PG21-001 exceed the sum of Three Hundred Thirty-Four Thousand and No/100 Dollars (\$334,000).

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, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

- a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... \$1,000,000.00

- b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars (\$2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars (\$441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

- c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars (\$2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars (\$441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

- d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of \$1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

- e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

- f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

- g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE


I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer: Allgeier Martin and Associates, Inc.

By: 

Printed Name: Michael Atkinson, P.E.

Title: Vice President

Date: 6-14-2021

CITY OF JOPLIN, MISSOURI

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

Date: _____

**EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-PG21-001 TO AGREEMENT
FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for
Engineering Services Associated with the 6th Street and Virginia Avenue Parking Garage
Rehabilitation)**

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 design services to evaluate, conduct structural assessment, and prepare construction plans, specifications and bid documents including construction engineering, materials testing and resident inspection to rehabilitate the elevated parking structure near 6th and Virginia as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction to rehabilitate the parking structure with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area is generally located at the southwest corner of 6th and Virginia in Joplin, Missouri. The structure consists of an elevated parking lot over 6th Street and extends north to a building and south to the existing parking lot.

1.1.3.2 Conduct sonic testing to determine the integrity of the structural concrete and reinforcing steel in the structure. Conduct a structural assessment and load capacity of the structure and determine strengthening and remediation requirements. Evaluate areas, columns, beams, slabs for damage and/or deterioration and prepare details and recommendations to repair such areas.

1.1.3.3 Bidding and Construction Phase Engineering for the rehabilitation of the structure within the project area boundary.

1.1.3.4 Right-of-Way/Easement Acquisition services for the project. It is estimated that up to 3 separate properties may need easements acquired to complete the construction.

1.2 Planning and Design Phases.

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, and costs.

1.2.2 Conduct 3D survey of the structure to the extent necessary to develop construction plans and communicate the nature of the project to potential bidders.

1.2.3 Review available existing drawings of the garage structure and adjacent commercial structure.

1.2.4 Conduct research and investigation into existing utilities located within the project boundaries. Research agreements with adjacent property owners regarding use and maintenance responsibilities of the structure.

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

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

1.2.7 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.

1.2.8 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.

1.2.9 Compile 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.

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

1.2.11. Assist the City and attend up to 2 public hearings to explain the extent and character of the proposed work.

1.3 Bidding and Construction 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.

1.3.5 Schedule and assist with a project pre-bid and pre-construction conference.

1.3.6 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.

1.3.7 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.

1.3.8 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.9 Based on the OWNER's on-site observations 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.

1.3.10 Conduct site observation at the end of the Project 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 1.3.9.

1.3.11 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 OWNER and contractor to ENGINEER and which ENGINEER considers significant.

1.3.14 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 1.3.11, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Right-of-Way/Easement Acquisition

ENGINEER shall provide the following services in association with Right-of-Way/Easement Acquisition services as follows:

1.4.1 Review and understand right of way and engineering construction plans.

1.4.2 Secure easements for up to 3 properties that had not been secured previously for the Project.

1.4.3 Set up and maintain right of way acquisition file for each parcel.

1.4.4 Send appropriate notices to property owners as required by funding source and city policy.

1.4.5 Prepare legal documents using standard right-of-way and easement forms.

1.4.6 If an appraisal is found to be necessary, review appraisal information and send certified letter of offer to each property owner.

1.4.6.1 Property appraisals shall be completed by an appraiser as selected by the OWNER and not be included as part of this scope of work. Any required appraisals, if determined necessary, may be provided by the ENGINEER, at the direction of the OWNER, as an additional service.

1.4.7 Contact owners and arrange on site or office meetings to review project or compensation details.

1.4.8 Prepare a detailed Negotiation's Report for each property. Report will include property owner information, all contacts, attempted contacts, or other related activity.

1.4.9 Review counter offers, special requests or conditions with project manager.

1.4.10 Once an agreement has been reached, consultant will obtain signatures and provide notary services for each required document.

1.4.11 Signed documents shall be forwarded to the OWNER for appropriate approval, payment processing, and recording.

1.4.12 Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. ENGINEER shall deliver said payment to property owner.

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

1.4.14 Attend commissioners viewing, testify in court during condemnation proceedings as directed by legal department. 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.

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

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 design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER 9 months after the receipt of the Notice to Proceed. Additional time may be required due to approvals, public hearings and review times. Bidding, Construction Phase and Inspection are anticipated to be based upon an anticipated 6-month construction time period with part time inspection consisting of no more than 20 hours per week.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2021-2023"; with a total compensation ceiling of \$334,000, as set forth in Work Authorization Number AMA-PG21-001 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 and as shown in Exhibit B:

<u>Task</u>	<u>Estimated Fee</u>
<u>Standard Project Engineering Services</u>	
Design Phase Engineering Services (Paragraph 1.2)	\$189,500
Bidding and Construction Phase Engineering Services (Paragraph 1.3)	\$137,000
Right-of-Way/Easement Acquisition (Paragraphs 1.4)	<u>\$7,500</u>
Total Standard Project Engineering Services	\$334,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE
ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2021, 2022 and 2023

LABOR RATES

<u>Classification</u>	<u>Hourly Billing Rate</u>		
	01/01/2021 thru 12/31/2021	01/01/2022 thru 12/31/2022	01/01/2023 thru 12/31/2023
Principal/Engineer V	\$232	\$240	\$248
Principal/Engineer IV	\$210	\$217	\$225
Principal/Engineer III	\$194	\$200	\$207
Project Manager/Engineer II	\$172	\$178	\$184
Project Manager/Engineer I	\$156	\$162	\$167
Technician III/GIS Specialist	\$142	\$147	\$152
Technician III	\$120	\$124	\$129
Technician II	\$108	\$111	\$115
Technician I	\$101	\$105	\$109
Two-Man GPS Survey Crew	\$199	\$206	\$213
One-Man GPS Survey Crew	\$156	\$162	\$167
Three-Man Survey Crew	\$216	\$224	\$232
Two-Man Survey Crew	\$172	\$178	\$184
Registered Land Surveyor II	\$183	\$190	\$196
Registered Land Surveyor I	\$161	\$167	\$173
Survey Crew Member	\$82	\$85	\$88
Right of Way Specialist	\$125	\$130	\$134
Project Representative III	\$120	\$124	\$129
Project Representative II	\$108	\$111	\$115
Project Representative I	\$99	\$103	\$106
Secretary/Assistant	\$82	\$85	\$88
Print Specialist	\$82	\$85	\$88

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

Exhibit B
Work Authorization, JOPL7221002D
Manpower Projection

June 10, 2021

City of Joplin - Parking Garage Rehabilitation
Structural Rehabilitation

ENGINEERING SERVICES

CLASSIFICATION	Hours	RATE	EXTENDED COST
Part A - Design Phase			
<u>Survey</u>			
Two-Man GPS Survey Crew	24	\$ 199.00	\$ 4,776.00
Registered Land Surveyor II (Legal Descriptions and R/W Limits)	60	\$ 183.00	\$ 10,980.00
Technician II	24	\$ 108.00	\$ 2,592.00
Subtotal			\$ 18,348.00
<u>Engineering Design</u>			
Principal/Engineer III	136	\$ 194.00	\$ 26,384.00
Technician II	120	\$ 108.00	\$ 12,960.00
Secretary/Assistant	40	\$ 82.00	\$ 3,280.00
Subtotal			\$ 42,624.00
Part B - Bidding Phase			
Principal/Engineer III	34	\$ 194.00	\$ 6,596.00
Technician II	24	\$ 108.00	\$ 2,592.00
Secretary/Assistant	32	\$ 82.00	\$ 2,624.00
Subtotal			\$ 11,812.00
Part C - Contract Administration and Inspection Phase			
Principal/Engineer III	120	\$ 194.00	\$ 23,280.00
Technician II	120	\$ 108.00	\$ 12,960.00
Project Representative III	600	\$ 120.00	\$ 72,000.00
Secretary/Assistant	80	\$ 82.00	\$ 6,560.00
Subtotal			\$ 114,800.00
Direct Pass thru Costs			
	Units	Qty	Rate
Alpha-One Geophysical Services	Rate Schedule	-	\$ 23,000.00
Rogue Visual Design, LLC (Laser 3D Survey)	Lump Sum	-	\$ 7,700.00
Structural Engineering Assoc., Inc.	Lump Sum	-	\$ 100,870.00
Structural Engineering Assoc., Inc. (Public Hearings)	EA	2	\$ 2,000.00
Palmerton and Parrish (Materials Testing)	Rate Schedule	-	\$ 10,000.00
Subtotal			\$ 145,570.00
Total-All-Tasks			\$ 333,154.00
Established Contract Ceiling			\$ 334,000.00