

**CITY OF JOPLIN
COUNCIL AGENDA ITEM**

ITEM

Council Bill 2023-139; Agreement and Work Authorization with Allgeier, Martin, and Associates for professional engineering services for the 20th & Malang Lift Station Improvements project.

MEETING DATE

September 5th, 2023

ORIGINATING DEPT

Public Works-Engineering

ATTACHMENTS

Council Bill 2023-139; Agreement and Work Authorization.

REVIEWED BY

Director of Public Works, Daniel Johnson; Finance Director, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY

This Council Bill authorizes the City Manager or his designee to approve an agreement and work authorization with Allgeier, Martin, and Associates in the not to exceed amount of Four Hundred Ninety-Five Thousand and 00/100 Dollars (\$495,000.00) for professional engineering services for the 20th & Malang Lift Station Improvements project.

BACKGROUND

The 20th and Malang lift station was completed in May of 2018 to accommodate the development projects that were currently in design or construction, per the requirements of the grant that financed the infrastructure. Staff knew that the lift station's capacity would need to be increased periodically to meet demand. Currently, Ledford Construction is building Phase 2 out of the 6 planned phases of the Eagle's Edge subdivision; early this year, Council approved the voluntary annexation and some re-zoning associated with the Wildwood Ranch subdivision, which proposes a total of 272 residential lots, along with four commercial parcels. With all these development projects taking place, staff have determined that now is the appropriate time to design the upgrades to the 20th and Malang lift station; see the Exhibit map for reference. This work authorization directs AMA to design the improvements aimed at meeting long-term wastewater pumping needs. AMA was selected as the most qualified on-call consultant because of their familiarity with this lift station, as indicated within the 2020 Wastewater Facilities Plan. The consultant's fees are within industry standards for design and bidding.

FUNDING SOURCE

Sanitary Sewer Fund

RECOMMENDATION

Staff recommends approval of this Council 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. Chris Parker Sanitary Sewer Engineer		Attention: Mr. Chris Erisman, P.E. First Vice President	
Department: Public Works		Phone: 417-680-7200	Fax:
Phone: 417-624-0820 x 584	Fax: 417-625-4738	Project: 20 th and Malang LS Improvements 2023-Design & Easm Acq	

WORK AUTHORIZATION NUMBER AMA-OC-023-012
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 of Joplin 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 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 always keep track of the number of hours billable under this contract; and any work more than 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-023-012 exceed the sum of Four Hundred Ninety Five Thousand and 00/100 Dollars (\$495,000).

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 always maintain adequate insurance coverage 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, 2023, 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars (\$3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars (\$488,755.00) 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 attorney's 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars (\$3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars (\$488,755.00) 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 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 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

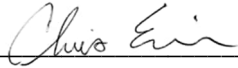
Name & Title of Staff Project Manager

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

Engineer: Allgeier, Martin and Associates, Inc.

By: 

Printed Name: Chris Erisman

Title: First Vice President

Date: 06/30/2023

APPROVED AS TO FORM

Peter Edwards, City Attorney

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

**EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-23-012 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 20th and Malang Lift Station Improvements 2023)**

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, design, bidding, construction phase, and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and easement acquisition services for the improvements project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Addition of pumps and possibly electrical and storage modifications to increase pumping capacity at the existing 20th and Malang lift station in the City of Joplin.

1.1.3.2 Design of the addition and/or replacement of approximately 17,625 LF of 14-inch diameter force main from the existing 20th and Malang lift station, south to the existing City of Joplin Shoal Creek Wastewater Treatment Facility.

1.1.3.3 Right-of-Way/Easement Acquisition services for the project, if desired by the OWNER. It is estimated that up to 18 separate properties will need easements/right-of-way acquired in order to construct the project.

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, alternates, and costs.

1.2.2 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Conduct research and investigation into existing utilities and facilities located within project boundary.

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 contract documents 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 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.

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

1.3 Right-of-Way/Easement Acquisition

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

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

1.3.2 Attend public meetings on proposed projects at the request of city staff.

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

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

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

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

1.3.6.1 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.

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

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

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

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

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

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

1.3.13 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.

1.3.14 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.

1.3.15 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 and Design shall be completed within 300 consecutive calendar days from that date.

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 2023-2025"; with a total compensation ceiling of \$495,000 as set forth in Work Authorization Number AMA-OC-23-012 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>
<u>Standard Project Engineering Services</u> Planning and Design Phase Engineering Services (Paragraphs 1.1.3.1 and 1.1.3.2 and 1.2.1 through 1.2.9)	\$445,000
Right-of-Way/Easement Acquisition (Paragraphs 1.1.3.3 and 1.3)	<u>\$50,000</u>
Total Estimated Maximum Fee – All Services	\$495,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2023, 2024 and 2025

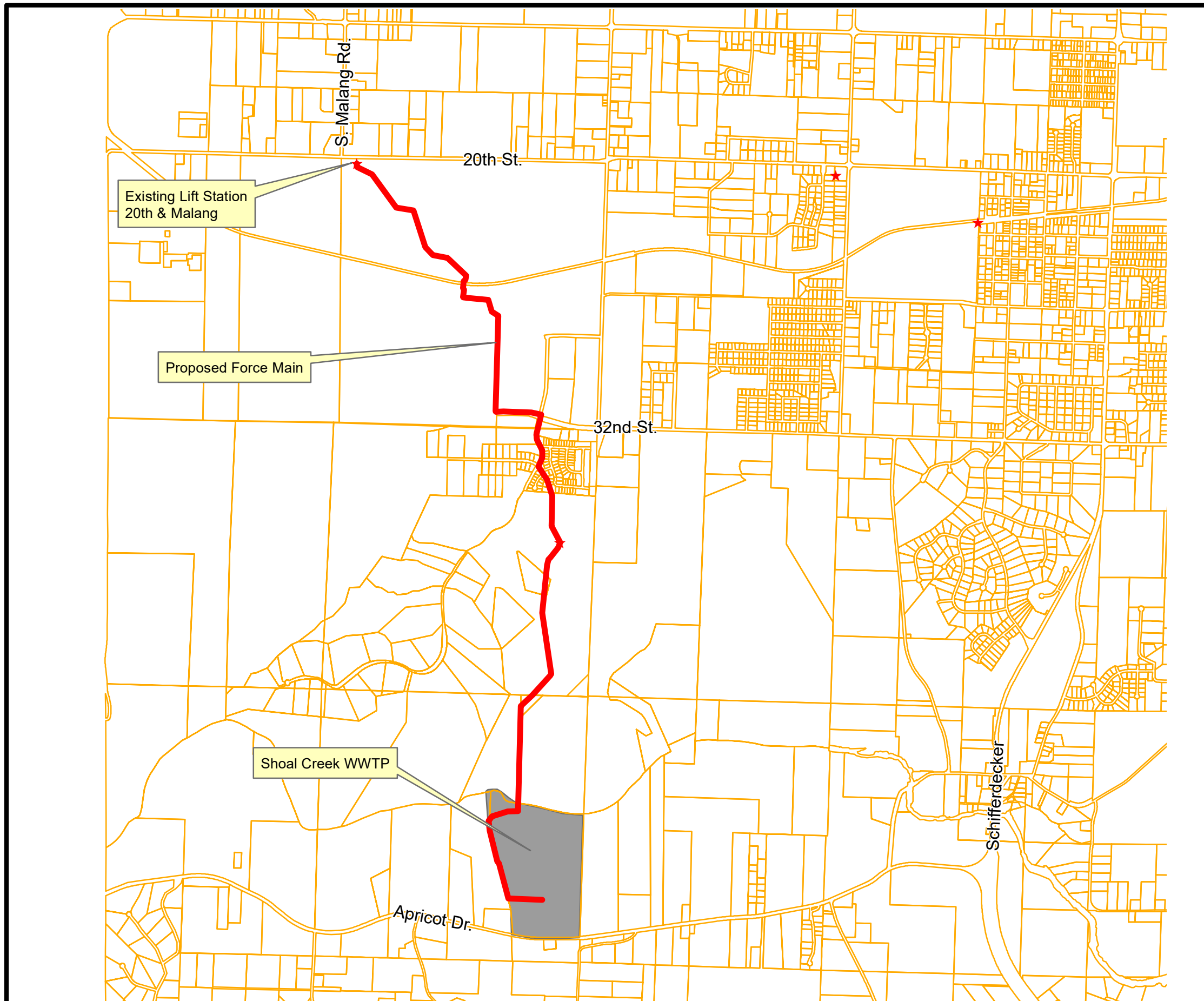
LABOR RATES

<u>Classification</u>	<u>Hourly Billing Rate</u>		
	<u>01/01/2023 thru 12/31/2023</u>	<u>01/01/2024 thru 12/31/2024</u>	<u>01/01/2025 thru 12/31/2025</u>
Principal/Engineer VI	\$279	\$289	\$302
Principal/Engineer V	\$248	\$257	\$269
Principal/Engineer IV	\$225	\$233	\$243
Principal/Engineer III	\$207	\$215	\$224
Project Manager/Engineer II	\$184	\$190	\$199
Project Manager/Engineer I	\$167	\$173	\$181
Technician IV	\$152	\$157	\$164
Technician III/GIS Specialist	\$152	\$157	\$164
Technician III	\$129	\$133	\$139
Technician II	\$115	\$119	\$125
Technician I	\$109	\$112	\$118
Two-Man GPS Survey Crew	\$213	\$220	\$230
One-Man GPS Survey Crew	\$167	\$173	\$181
Three-Man Survey Crew	\$232	\$240	\$251
Two-Man Survey Crew	\$184	\$190	\$199
Registered Land Surveyor II	\$196	\$203	\$212
Registered Land Surveyor I	\$173	\$179	\$187
Survey Crew Member	\$88	\$91	\$95
Right of Way Specialist	\$134	\$139	\$145
Project Representative III	\$129	\$133	\$139
Project Representative II	\$115	\$119	\$125
Project Representative I	\$106	\$110	\$115
Secretary/Assistant	\$88	\$91	\$95
Print Specialist	\$88	\$91	\$95

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	\$0.65 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. 2023-139

ORDINANCE NO

AN ORDINANCE approving a work authorization with Allgeier, Martin, and Associates in the not to exceed amount of Four Hundred Ninety-Five Thousand and 00/100 Dollars (\$495,000.00) for professional engineering services associated with the 20th & Malang Lift Station improvements project on behalf of the City of Joplin 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 with Allgeier, Martin, and Associates, in the not to exceed amount of Four Hundred Ninety-Five Thousand and 00/100 Dollars (\$495,000.00) for professional engineering services associated with the 20th & Malang Lift Station improvements project on behalf of the City of Joplin; A true and accurate copy of said agreement 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 final approval and acceptance of Allgeier, Martin, and Associates work under said contract, in substantial conformance with the attached work authorization, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, Allgeier, Martin, and Associates., shall be paid from the Sanitary Sewer Fund.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2023 by a _____ vote.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2023-139

ORDINANCE NO

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for this project.

Leslie Haase, Director of Finance