

BILL NO. 2025-007

ORDINANCE NO. 8692

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ALLGEIER, MARTIN AND ASSOCIATES, INC., OF JOPLIN, MISSOURI, FOR ENGINEERING SERVICES RELATED TO THE CITY SQUARE DEVELOPMENT PROJECT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, THAT:

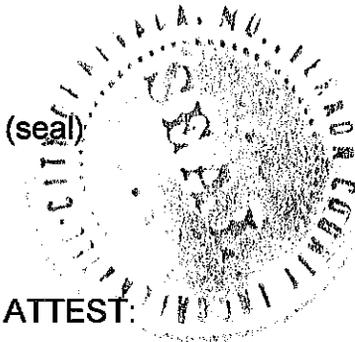
Section 1. It is the responsibility of the City to engage an engineering firm to collaborate with the design firm, Chiodini Architects, for the successful execution of the project.

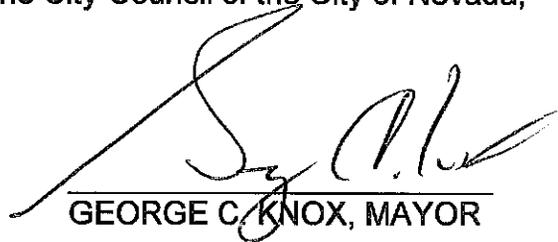
Section 2. The City has received a proposal from Allgeier, Martin and Associates, Inc. to provide professional engineering services including surveys, site plans, preparation of bidding documents, and inspection services for an amount not to exceed Fifty-Five Thousand Dollars (\$55,000).

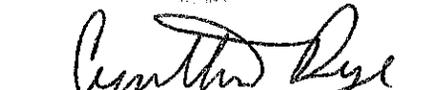
Section 3. The City Manager or his designee is hereby authorized and directed to execute, on behalf of the City, a Professional Engineering Agreement with Allgeier, Martin and Associates, Inc., for the provision of engineering services related to the City Square Development Project, in an amount not to exceed Fifty-Five Thousand Dollars (\$55,000).

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED, APPROVED and ADOPTED by the City Council of the City of Nevada, Missouri this 25th day of February 2025.

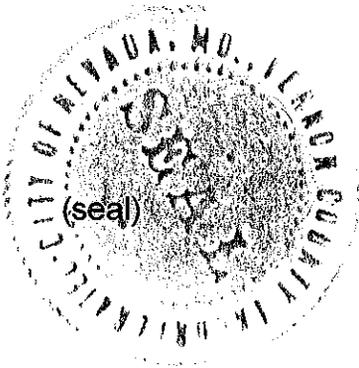



GEORGE C. KNOX, MAYOR


CYNTHIA DYE, CITY CLERK

CERTIFICATION

I, Cynthia Dye, the undersigned City Clerk of the City of Nevada, Missouri, hereby certify that the attached copy of **Ordinance No. 8692** adopted by the City Council of the City of Nevada on February 25, 2025, is a true and correct copy, as the same appears of record in my office and that the same has not been amended or repealed.



City of Nevada
State of Missouri


Cynthia Dye, City Clerk

Signed and sealed this 26th day of February 2025.

AGENDA ITEM
February 4, 2025

Subject: Allgeier, Martin and Associates – City Square Development Project

Department: Administration

Notes:

- The city is responsible for engaging with an engineering firm to collaborate with the design firm, Chiodini Architects.
- The City has maintained a strong and collaborative partnership with Allgeier, Martin for many years. We currently have a three-year contract with them for miscellaneous engineering services, and their extensive knowledge of our community makes them the most qualified choice for this project.



January 29, 2025

Mr. Gary Edwards, City Manager
City of Nevada
110 S Ash St
Nevada, MO 64772

Re: Civil Engineering Services – New City Square Development

Dear Mr. Edwards:

Thank you for allowing Allgeier, Martin and Associates, Inc. (AMA) the opportunity to submit our proposal for providing the Civil Engineering Services for the City of Nevada’s City Square development project. We look forward to working with the City and Chiodini Architects, as well as other consultants, to ensure the seamless exchange of ideas and coordination required for a successful project.

We also feel that previous civil engineering work for the City of Nevada and our general knowledge of utilities in the area will provide a benefit in the planning and design phases of this project. The following is a summary of our proposed scope of work & associated fee for the above referenced project.

CITY SQUARE SITE PLAN AND SPECIFICATIONS

Our proposed fee has been based on the scope of work and basic services anticipated for the project based on the Preliminary Development document provided by email on October 3, 2024. The preparation of construction documents (30%, 60%, 90%, and 100%) for the Civil components of our design is included within the respective work items listed below.

Included within the Preliminary Development document is a potential splash pad/fountain site feature. Our civil engineering design fee does not include the design of this feature. It’s anticipated that this design would be included within the scope of work from another discipline or subcontractor. Our civil engineering design fee does include the scope of work required to bring City water to a point of connection with the splash pad/fountain.

Additionally, the Preliminary Development document depicts a covered stage area. Our civil engineering design fee does not include the structural engineering design of this covered feature. The civil engineering design fee does include the site grading and paving of this area in order to construct the raised concrete stage area.

It is assumed that all utilities currently exist at the site for use by this development.

Based upon our understanding, the following is a breakdown of our proposed lump sum fee to perform the scope of work for this project:

Design Phase:

Preliminary Design Meeting and Site Investigation:	\$1,550
Boundary, Topographic, and Alta Survey of the Site:	\$10,500
Site Demolition Plan	\$1,700
Site Plan	\$4,450

Site Grading Plan	\$7,850
Site Paving Plan	\$4,400
Site Water Line Plan and Profile	\$1,700
Site Dimensional Control Plan	<u>\$1,100</u>
Civil Engineering Design Phase Fee:	\$33,250

Bidding and Construction Administration Phase:

Bidding Assistance/Clarification/Addendums	\$3,000
Construction Administration	\$7,750
Construction Site Observation (4 separate 5-hour site inspections):	<u>\$10,050</u>
Civil Engineering Bidding and Construction Administration Phase Fee:	\$20,800

BASIC ENGINEERING SERVICES – SCOPE OF WORK

Allgeier, Martin and Associates' scope of basic engineering services for the above listed project will encompass the following:

GENERAL

- Meet with the City and Chiodini Architects to clarify and fully define the expectations, project requirements, and precise scope of work for the Project.
- Conduct field reconnaissance with City representatives to assess drainage issues, site access, traffic circulation, and utilities.
- Perform topographic, boundary, and ALTA surveys of the property. Topographic survey will also tie in existing utilities (located by others).
- Prepare a Site Plan as directed by the Architect to depict major site design elements to meet project requirements. Site civil engineering design does NOT include decorative landscape design, bench layout, lighting design, or other decorative site features.
- Prepare a Site Grading Plan to accommodate pedestrian access, splash pad, raised concrete area (stage), and paved area for food truck parking.
- Prepare a Site Paving Plan to accommodate pedestrian pavements, walkways, concrete stage, and paver pad for food truck parking.
- Prepare a Site Water Line Plan and Profile to bring water service to the proposed splash pad/fountains.
- Develop a Site Dimensional Control Plan for the project.
- Develop project specifications covering Civil related items.
- Changes to the site plan by the Architect after the 50% progress documents have been accepted and final site grading and dimensional control plans are being developed shall result in additional services to accommodate said changes in the final site grading and dimensional control plan.
- Coordination with the City to obtain necessary permits and approval of proposed improvements.
- Any permit or associated review fees necessary for any regulatory agencies are not included within this scope of work and shall be paid for by the City.
- Submittal/Shop Drawing review of Civil related items.
- Coordination of project information, data, site layouts, scheduling, quantities, etc., with the Architect and General Contractor.
- Coordination with Geotechnical, Structural, Mechanical, and Traffic Engineers. Detailed reports such as Geotechnical Reports, Environmental Reports, Traffic Studies, Operation and Maintenance Manuals, etc., are not included in the scope of work.

Any additional services (A/S) outside the scope of work indicated above may be provided, as they are deemed necessary, by a separate work order. A/S work shall not be undertaken without prior approval by the City.

ADDITIONAL SERVICES

The following additional services can be provided upon request. They shall be performed and billed at our hourly rates as shown on the attached rate schedule.

Utility Relocation: Relocation, upgrades, and/or extensions of any existing utilities is not anticipated to be a requirement of this project and have not been included in the project scope.

Storm Water: Any detailed storm water reports to be submitted to governing agencies, permitting, CCTV inspection for detailed storm sewer evaluation, and design of storm water improvements to reduce flooding frequency, if possible, are not included in the project scope.

Additional Site Observations: Four onsite observations during construction have been included in the basic services scope of work. Additional site observations requested by the City or Architect shall be considered an additional service.

Environmental Reports: Assist in the development of a Request for Proposals (RFP) and the solicitation of responses from firms to complete environmental reports.

Geotechnical Investigations: Assist in the development of an RFP and the solicitation of responses from firms to complete geotechnical investigations and/or reports.

Find attached one copy of the “Work Authorization Agreement for the Basic Engineering Services” for the above referenced project. If acceptable, please sign and return one copy for our records. Should additional services be requested, we will provide an amended proposal and Work Authorization Agreement prior to commencing. Should the size or complexity of the project or the scope of work based upon our understanding of the project be revised or altered significantly, our fee would be adjusted accordingly.

We feel the fees presented appropriately represent the personnel and resources required to provide the level of service that will be expected for Civil Engineering Services on this project. Again, thank you for the opportunity to provide this proposal. We look forward to working with the City and Chiodini Architects on a successful project.

If you should have any questions regarding this information, please let me know.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.



John Briggs, P.E.
Vice President

Attachments: Work Authorization Agreement
Rate Schedule

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

RATE SCHEDULE
2025, 2026 and 2027

LABOR RATES

<u>Classification</u>	<u>Hourly Billing Rate</u>		
	01/01/2025	01/01/2026	01/01/2027
	thru <u>12/31/2025</u>	thru <u>12/31/2026</u>	thru <u>12/31/2027</u>
Principal/Engineer VI	\$302	\$316	\$330
Principal/Engineer V	\$269	\$281	\$293
Principal/Engineer IV	\$243	\$254	\$266
Principal/Engineer III	\$224	\$234	\$245
Project Manager/Engineer II	\$199	\$208	\$217
Project Manager/Engineer I	\$181	\$189	\$198
Technician IV	\$164	\$172	\$180
Technician III/GIS Specialist	\$164	\$172	\$180
Technician III	\$139	\$145	\$152
Technician II	\$125	\$130	\$136
Technician I	\$118	\$123	\$128
Two-Man GPS Survey Crew	\$230	\$241	\$251
One-Man GPS Survey Crew	\$181	\$189	\$198
Three-Man Survey Crew	\$251	\$262	\$274
Two-Man Survey Crew	\$199	\$208	\$217
Registered Land Surveyor II	\$212	\$222	\$232
Registered Land Surveyor I	\$187	\$195	\$204
Survey Crew Member	\$95	\$99	\$103
Right of Way Specialist	\$145	\$152	\$158
Project Representative III	\$139	\$145	\$152
Project Representative II	\$125	\$130	\$136
Project Representative I	\$115	\$120	\$126
Secretary/Assistant	\$95	\$99	\$103
Print Specialist	\$95	\$99	\$103

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	\$0.67 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
Drone Topographic Processing	\$100 per acre



WORK AUTHORIZATION AGREEMENT

Allgeier, Martin and Associates, Inc. (hereinafter referred to as "A/E") is pleased to provide the services described below. The purpose of this AGREEMENT is to obtain authorization for the Work requested by the City of Nevada, Missouri (hereinafter referred to as "CLIENT") and confirm the TERMS under which these services are provided and the CONDITIONS OF AGREEMENT. As hereinafter referred to: The "PROJECT" is City of Nevada – New City Square Development.

TERMS AND CONDITIONS:

I. Attachment Number One - GENERAL CONDITIONS.

II. SCOPE OF WORK

Basic Engineering Services outlined in Proposal Letter to Mr. Gary Edwards, dated January 29, 2025.

III. SPECIAL CONDITIONS (None)

IV. FEES AND COMPENSATION

Invoices for completed work will be based on the fees outlined in the Proposal Letter dated January 29, 2025

V. PAYMENT

As set forth in Attachment Number One - GENERAL CONDITIONS.

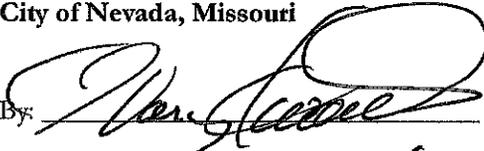
ACKNOWLEDGMENTS AND WORK AUTHORIZATION:

AUTHORIZED AND AGREED TO:

Allgeier, Martin and Associates, Inc.

City of Nevada, Missouri

By: 

By: 

John Briggs, P.E., Vice President

GARY EDWARDS City Manager
Print Name and Title

Date: January 29, 2025

Date: February 26, 2025

ATTACHMENT NUMBER ONE - GENERAL CONDITIONS

AGREEMENT. These General Conditions are a part of the agreement (“Agreement”) between Allgeier, Martin & Associates, Inc. (“Engineer”) and Client, as set forth in the Letter of Agreement/Proposal for the project in question (“Project”).

PAYMENT. Payment is due within ten (10) days of receipt of Engineer’s invoice. If payment is not received within thirty (30) days from the invoice date, Client agrees to pay late fees of 1.5% per month and reasonable attorney’s fees and costs of collection. In the event Client terminates this Agreement for convenience, Client will fully compensate Engineer for all costs incurred up to the termination date plus a 10% termination charge.

INSURANCE. Engineer will maintain Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law, professional liability insurance with coverage of \$5,000,000 per claim and general aggregate, Comprehensive General Liability Insurance with coverage of \$1,000,000 per occurrence and general aggregate, and Automobile Liability Insurance with coverage of \$1,000,000 per accident. Upon request, Engineer will provide certificates of insurance evidencing such coverage.

MUTUAL WAIVER OF SUBROGATION. To the extent that any damages are covered by property insurance during or after the completion of Engineer’s services, Client and Engineer waive all rights, including rights of subrogation, against each other and all contractors, consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. Client and Engineer shall require the same waiver by their respective contractors, subcontractors, and consultants.

STANDARD OF CARE. Engineer will use that degree of care and skill ordinarily exercised by members of its profession under the same or similar circumstances. No other warranty, expressed or implied, is made or intended by Engineer.

LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS, REWARDS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER, TO THE FULLEST EXTENT PERMITTED BY LAW AND FOR ADEQUATE CONSIDERATION, THE TOTAL LIABILITY OF ENGINEER AND ITS AGENTS, EMPLOYEES, AND CONSULTANTS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER CAUSE OF ACTION, IN ANY WAY PERTAINING TO OR ARISING OUT OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL FEES PAID TO ENGINEER BY CLIENT.

RIGHT-OF-WAY. Unless otherwise agreed, Client will furnish right-of-entry on the property for Engineer to make the necessary surveys, test, and/or explorations. Engineer will take reasonable precautions to minimize damage to the property caused by its operations, but Engineer has not included in its fee the cost of restoration of damage, that may result.

OWNERSHIP OF DOCUMENTS. All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates (“Instruments of Service”) prepared by the Engineer shall be the sole property of the Engineer. Engineer grants to Client a nonexclusive license to use the Instruments of Service solely for the purpose of constructing the Project, provided that Client substantially performs its obligations under this Agreement, including prompt payment of all sums when due. If Client does not fulfill its payment obligations to Engineer, Client will return all Instruments of Service upon demand and not use them for any

purpose. The Instruments of Service are not intended or represented to be suitable for reuse by Client or others on extensions to or modifications of the Project or on any other project. Any reuse or modification without the prior written consent of Engineer will be at Client's sole risk and without any liability of Engineer or its consultants. Client shall defend, indemnify, and hold harmless Engineer and its employees and consultants against all claims, losses, damages, injuries, and expenses arising out of or resulting from such reuse or modification.

OBSERVATION OF WORK. Any observation of construction work is for the purpose of becoming generally familiar with the progress and quality of the work and to determine, in general, if the work, when completed, will comply with the applicable contract documents. The contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. Any monitoring of the contractor's procedures by Engineer is not intended to include review of the adequacy of the contractor's safety measures at or near the Project site. Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, safety precautions or programs, or a contractors' failure to perform its work in accordance with the drawings and specifications or applicable laws, all of which shall remain the sole responsibility of the contractor.

BETTERMENT/ADDED VALUE. If Engineer negligently omits a required item or component of the Project from the Instruments of Service, Client will be responsible for the amount it would have paid if the item had been included in Engineer's original design. In addition, Engineer will not be responsible for any upgrade or enhancement of an item or component.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, Client and Engineer waive any and all claims against each other and their agents, employees, and consultants, whether based on contract, indemnity, warranty, tort (including negligence), gross negligence, strict liability or other cause of action, for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, income, profits, business, reputation, financing, and production, claims by customers of Client, and governmental fines or penalties.

DELAY IN PERFORMANCE. Neither Client nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. If such delay increases the cost or time required by Engineer to perform its services in an orderly and efficient manner, Engineer shall be entitled to a reasonable adjustment of the schedule and Engineer's fee.

TERMINATION AND SUSPENSION. This Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The failure of Client to make any payment when due shall constitute a substantial breach of this Agreement. In the alternative, Engineer may, at its option and without waiving the right to terminate, suspend all services for non-payment on seven (7) days' written notice. Client may also terminate this Agreement for its convenience upon seven (7) days' written notice.

GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of Missouri, excluding its choice-of-law principles.

DISPUTE RESOLUTION. All disputes arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a condition precedent to any legal action by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The costs of the mediator's services will be shared equally

between Client and Engineer. Any litigation between the parties shall be filed in the federal or state courts of Missouri.

ACCRUAL OF CAUSES OF ACTION. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run, on the date that Engineer's Services are substantially complete under this Agreement or the date when the Project is substantially complete, whichever occurs first.

THIRD PARTIES. Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than Client and Engineer.

SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void.

EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between Engineer and Client and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by Engineer and Client.