

BILL NO. 2024-059

ORDINANCE NO. 8682

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH ALLGEIER, MARTIN AND ASSOCIATES, INC., FOR PROFESSIONAL SERVICES TO PROVIDE A PART-TIME INSPECTOR FOR THE CAMP CLARK PROJECT

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

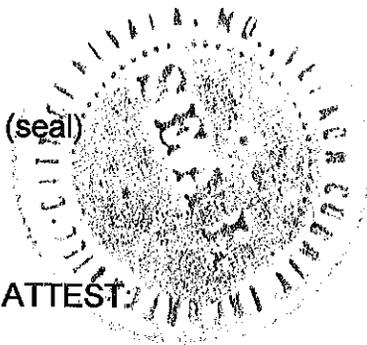
Section 1. The City Council hereby approves Amendment No. 1 to the Agreement between the City of Nevada and Allgeier, Martin and Associates, Inc., for professional services to provide a part-time inspector for the Camp Clark Project.

Section 2. The cost of the part-time inspector services shall be 100% reimbursable, with a reimbursement cap of Fifty Thousand Dollars (\$50,000.00).

Section 3. The City Manager or his designee is hereby authorized and directed to execute Amendment No. 1 to the Agreement on behalf of the City of Nevada and to take all necessary steps to implement the terms of this Ordinance.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri, this 7th day of January, 2025.





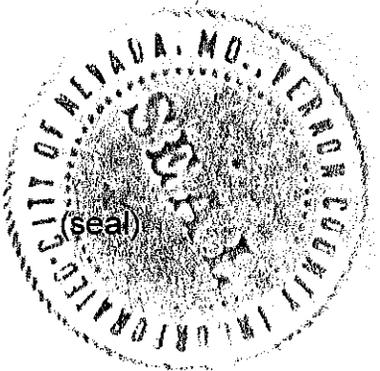
GEORGE C. KNOX, MAYOR



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. 8682** adopted by the City Council of the City of Nevada on January 7, 2025, is a true and correct copy, as the same appears of record in my office and that the same has not been amended or repealed.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

A handwritten signature in cursive script, which appears to read "Cynthia Dye".

Cynthia Dye, City Clerk

Signed and sealed this 8th day of January 2025.

AGENDA ITEM
December 17, 2024

Subject: Amendment No. 1- Camp Clark Project

Department: Administration

Notes:

- This change order will be for a not to exceed \$50,000 addition to our original agreement with Allgeier and Martin for a part time engineer to do the inspections on the Camp Clark project.
- This addition will be 100% reimbursed just as the entire Camp Clark project is through federal funds through the State of Missouri ARPA allocation.

AMENDMENT NO. 1 TO
AGREEMENT BETWEEN THE CITY OF
NEVADA, MISSOURI
AND ALLGEIER, MARTIN AND ASSOCIATES, INC.
FOR PROFESSIONAL SERVICES

It is hereby mutually agreed by the parties hereto that the Agreement between the City of Nevada, Missouri (OWNER) and Allgeier, Martin and Associates, Inc., a Missouri corporation located in Joplin, Missouri (ENGINEER), dated on April 4, 2023, for extension of the City of Nevada's wastewater collection system to connect to the Calp Clark Wastewater Force Main Discharge is hereby amended as follows:

OWNER and ENGINEER, in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 – BASIC SERVICES OF ENGINEER

The Basic Services of Engineer for this project has been modified to hereby incorporate the following items into this Agreement:

Item 1: Per Section 2.17 of the Additional Services Section of the Agreement, Paragraph 1.5 Project Representation Services shall be added to the Agreement as follows:

1.5 Resident Project Representation.

1.5.1 ENGINEER may be requested to furnish a part-time resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. It is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.5.1.1 If the OWNER requests that ENGINEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.5.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer

with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.5.2 and 1.5.3 of this contract, are applicable regardless of which party provides the RPR.

1.5.2. Duties and Responsibilities of RPR.

1.5.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.5.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.5.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.5.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.5.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.5.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.5.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.5.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.5.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

SECTION 2 – PAYMENTS TO ENGINEER

Item 2: The maximum payment fee for resident project representation shall be established as 5.1.2.1.a of the Agreement as follows:

5.1.2.1.a For Project Representation Services: OWNER shall pay ENGINEER for time expended for performance of part time Project Representation Services rendered under Section 1.5 added above at the labor rates shown in Exhibit A, with a maximum fee of \$50,000. This fee is based upon a projected construction time period of 4 months and providing roughly 20 hours a week of representation services over that time period (Approximately 336 representation hours maximum).

SECTION 3 – SPECIAL PROVISIONS AND EXHIBITS

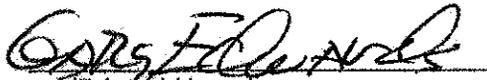
Item 3.1 No paragraphs or exhibits of the Agreement, other than those described above, are added or amended by this Amendment, nor are any other terms of the Agreement altered by this Amendment. Any further amendment, supplementation, modification, or cancellation of the Agreement may only be effected by a duly executed written instrument.

Item 3.2 This Amendment (consisting of 4 pages), together with the exhibits identified above and with the original Agreement, constitute the entire understanding between OWNER and ENGINEER and supersede all prior written or oral understandings.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of December 10, 2024 by the ENGINEER and January 7, 2025 by the OWNER.

OWNER:
The City of Nevada, Missouri

By 
(Authorized Signature)


(Printed Name)


(Title)

ENGINEER:
Allgeler, Martin and Associates, Inc.

By 
(Authorized Signature)

Chris Erisman, P.E.
(Printed Name)

First Vice President
(Title)