

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, APPROVING AN AGREEMENT WITH ALLGEIER, MARTIN AND ASSOCIATES, INC., FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO IMPROVEMENTS TO THE CITY'S WASTEWATER COLLECTION SYSTEM

Section 1. The City of Nevada, Missouri, recognizes the need for improvements to the City's wastewater collection system, including necessary upgrades at the north lift station and efforts to address inflow and infiltration (I&I) issues throughout the system.

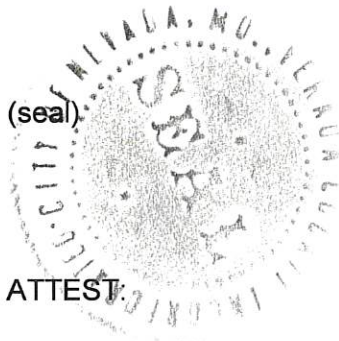
Section 2. Allgeier, Martin and Associates, Inc. has proposed providing professional engineering services to assist with these improvements.

Section 3. The agreement between the City of Nevada, Missouri and Allgeier, Martin and Associates, Inc., for professional engineering services related to improvements to the wastewater collection system, including the north lift station and the mitigation of system inflow and infiltration, is hereby approved.

Section 4. The City Manager or his designee is hereby authorized and directed to execute the agreement on behalf of the City of Nevada, Missouri, and to take all steps necessary to carry out the intent of this Ordinance.

Section 5. 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 19th day of August 2025.




CYNTHIA DYE, CITY CLERK


CAROL BRANHAM, MAYOR

CERTIFICATION

I, Cynthia Dye, the undersigned City Clerk of the City of Nevada, Missouri, hereby certify that the attached copy of **Ordinance No. 8709** adopted by the City Council of the City of Nevada on August 19, 2025, is a true and correct copy, as the same appears of record in my office and that the same has not been amended or repealed.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 20th day of August 2025.

AGENDA ITEM
August 5, 2025

Subject: Wastewater Treatment Improvements

Department: Wastewater Treatment Plant

Notes:

This ordinance authorizes the City to enter into an agreement with Allgeier, Martin and Associates, Inc. for professional engineering services related to improvements to the wastewater collection system. The scope of work includes upgrades to the north lift station and engineering efforts to identify and reduce inflow and infiltration (I&I) within the system.

AGREEMENT*
BETWEEN
THE CITY OF NEVADA, MISSOURI
AND
ALLGEIER, MARTIN & ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of August 19, 2025, 2025 between the City of Nevada, Missouri (OWNER) and Allgeier, Martin & Associates, Inc., a Missouri corporation located in Joplin, Missouri (ENGINEER). OWNER intends to construct improvements to the City of Nevada's wastewater collection system at the North Lift Station and to address system Inflow and Infiltration (hereinafter called the project).

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.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

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 agrees to take steps to ensure that disadvantaged business enterprises (DBEs) are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the Drinking Water SRF Loan Program rules, as required by the award conditions of US EPA's Assistance Agreement with Missouri Department of Natural Resources. The ENGINEER acknowledges that the fair share percentages are 10 percent for MBEs and 5 percent for WBEs.

1.1.5 In general, the Project includes the expansion of the existing North Lift Station Flow Equalization Basin from 256,000 gallons to 1.3 million gallons, the replacement of approximately 3,100 feet of 16" diameter pressure sewer for the North Lift Station, and the first 4-years of activities from the City's "Activities Plan of Its System Renewal & SOO Reduction Program". The activities include the evaluation, renovation, and replacement of wastewater collection system components to reduce Inflow & Infiltration.

* This agreement is modeled after the standard form of agreement prepared and published by the National Society of Professional Engineers, the American Consulting Engineers Council, and the American Society of Civil Engineers.

Upon execution of this Agreement by the OWNER, the ENGINEER shall proceed with the design phase of the project.

Basic services of the ENGINEER included as part of this Agreement include the following:

1.2 Design Phase.

Upon execution of this agreement, ENGINEER shall provide the following planning and design services:

1.2.1 Conduct topographic surveys to the extent necessary for design of the Project facilities and improvements.

1.2.2 Prepare preliminary design documents consisting of final design criteria and preliminary drawings and review same with the OWNER.

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

1.2.4 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.

1.2.5 Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.2.6 Coordinate and analyze any Closed Circuit Television (CCTV) inspections, smoke testing data and/or any other methods of evaluating defects determined necessary within the Owner's wastewater collection system within those areas of the system identified as the first 4 years of the OWNER's Inflow and Infiltration program. From said system inspection methods, develop a plan for addressing improvements within those targeted areas of the system.

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 Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

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

1.2.10 Submit copies of the plans, specifications, bid and contract documents, and other related documents to the governmental agencies having jurisdiction over the project for their review and approval. Four (4) stamped hardcopies of plans and specifications shall be submitted to the Missouri Department of Natural Resources for approval. 1.2.11 Provide assistance to the OWNER relative to submission of applications to regulatory agencies for funding reimbursement.

1.3 Bidding Phase.

After receiving written authorization to proceed with the bidding phase, ENGINEER shall:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan rooms, etc. Provide interested contractors and suppliers copies of the plans and specifications as requests are made.

1.3.1.1 The work associated with the wastewater collection system rehabilitation work may require multiple bids (up to 4 separate bids). It is anticipated that there will be a bid for the preliminary inspection work that is necessary within the areas identified as encompassing the first 4 years of the OWNER's inflow and infiltration program, another bid for the actual work for rehabilitation within those identified areas of the system, a third bid for the North Lift station force main replacement and a potential fourth bid for the expansion of the existing storage facilities at the North Lift Station. The actual scope and number of bids shall be determined as preliminary planning efforts progress and as determined necessary by the OWNER and ENGINEER. In any event, the scope of this contract shall not include more than 4 separate bids.

1.3.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor for those portions of the work as to which such acceptability is required by the bidding documents.

1.3.3 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.4 Respond to pre-bid questions, review pre-bid submittal, prepare any necessary addenda, and assist in opening the bids.

1.3.5 Submit to appropriate regulatory and funding agencies, the bid documents, revised cost estimates, and other documentation required as a part of project funding reimbursement.

1.3.6 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.4 Construction Phase.

During the construction phase, ENGINEER shall:

1.4.1 Consult with and advise OWNER and act as his representative. All of OWNER's instructions to contractor(s) will be issued through ENGINEER, who will have authority to act on behalf of OWNER.

1.4.2 Schedule and assist with a project pre-construction conference.

1.4.3 Review contractor's proposed project schedule.

1.4.4 Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which 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; 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.

1.4.5 Issue all instructions of OWNER to contractor; 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 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.

1.4.5.1 All formal changes to the contract will need to be submitted in draft format to the Missouri Department of Natural Resources for review prior to being executed by all parties. Four (4) hard copies of all change orders shall be submitted to the Missouri Department of Natural Resources for final approval.

1.4.6 Based on ENGINEER's on-site observations as an experienced and qualified design professional 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. 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.

1.4.6.1 ENGINEER shall gather, review, and submit all required American Iron and Steel (AIS) and Build America Buy American (BABA) documents from the contractor and submit copies to the appropriate regulatory and funding agencies.

1.4.7 Conduct site observation periodically and as reasonably required by the OWNER or resident project representative (RPR) to observe conditions and progress of the work and to answer questions of the OWNER or RPR, to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed in accordance with the Contract Documents and if contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to contractor and may give written notice to OWNER and the contractor 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 1.4.5.

1.4.8 Provide the OWNER two (2) sets of record prints of drawings and one electronic (PDF) version and the appropriate regulatory and funding agencies one set of record prints of drawings and one electronic (PDF) version of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant. If desired by OWNER, reproducible record prints can be obtained as set forth in Section 2.1.10 of this agreement.

1.4.9 Assist OWNER with preparation and submittal of funding reimbursement requests.

1.4.10 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 1.4.1 through 1.4.9, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by them in the Contract Documents.

1.4.11 ENGINEER shall at the conclusion of construction combine field changes noted by the contractor and the resident project representative into a complete, as-built set of plans, representing what was constructed in the field to the best of our knowledge.

1.5 Resident Project Representation.

1.5.1 At the OWNER's discretion, 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. This Agreement includes a fee to provide approximately 760 hours of on-site representation. If more than this amount of time is determined necessary, the Agreement may be modified for additional services to account for more on-site representation hours upon prior Agreement of the OWNER. If the ENGINEER is asked to provide an RPR for the project, 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.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.5.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.5.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.5.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.5.3 Limitations of Authority. Resident project representative:

1.5.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.5.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.5.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.5.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.5.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.5.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.5.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.5.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

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 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond ENGINEER's control.

2.1.3 Preparing documents for out-of-sequence work.

2.1.4 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.5 Furnishing the services of special consultants requested by the OWNER for other than the normal civil, structural, mechanical, and electrical engineering; such as consultants for 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.

2.1.6 Reviewing contractors' and subcontractors' payroll records.

2.1.7 Providing any type of field staking to enable contractor(s) to proceed with their work; and providing other special field surveys other than those for design purposes.

2.1.8 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for basic services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by contractor(s), and in making revisions to drawings and specifications occasioned thereby, and services resulting from significant delays, changes, or price increased occurring as a direct or indirect result of material, equipment, or energy shortages.

2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.

2.1.10 Preparing for OWNER, on request, a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by contractor(s) to ENGINEER and which ENGINEER considers significant.

2.1.11 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by contractor(s).

2.1.12 Preparation or review of environmental assessments and impact statements and review and evaluation of the effect on the design requirement of 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.

2.1.13 Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing, or other legal or administrative proceeding involving the Project (except as agreed to under basic services).

2.1.15 Negotiating for and obtaining land or easement rights and recording of said documents.

2.1.16 Geotechnical investigations to determine depth to rock and soils analysis.

2.1.17 Additional services in connection with the Project, including services normally furnished by OWNER 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 which OWNER will require to be included in the drawings and specifications.

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 core borings, 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, 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 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property

as required for ENGINEER to perform his services.

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, independent cost estimating, 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 contractor(s); such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract; and such inspection services as OWNER may require to ascertain that contractor(s) are complying with any law, rule, or regulation applicable to their performance of the work.

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 transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems 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, or any defect in the work of contractor(s).

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

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design and construction of the Project.

4.2 Upon execution of this Agreement by the OWNER, ENGINEER shall proceed with the performance of the services called for in the design phase (Section 1.2) and shall submit final design and contract documents and a revised opinion of probable Project cost within 300 calendar days.

4.3 After acceptance by regulatory agencies of the ENGINEER's drawings, specifications, and other design-phase documentation, including the most recent opinion of probable project cost, and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the bidding phase (Section 1.3).

4.4 All engineering services provided subsequent to the bidding phase and as set forth under Sections 1.4 of this Agreement shall be completed within 12 months after receipt by the ENGINEER of written authorization to proceed.

4.5 If OWNER has requested significant modifications or changes in the extent of the Project, the time of

performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

4.6 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the construction phase has not commenced within 120 calendar days after completion of the final design phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement.

4.7 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control or if ENGINEER for any reason is required to render services more than one year after substantial completion, the various rates of compensation provided for elsewhere in this agreement shall be subject to renegotiation.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of Engineer.

5.1.1 Payment for Services: The OWNER shall make payment to the ENGINEER in accordance with section 8.960, RSMo

5.1.1.1 For Design Phase Services. OWNER shall pay ENGINEER for time expended in the performance of design phase services rendered under Section 1.2 a lump sum fee of \$265,360.

5.1.1.2 For Bidding Phase and Basic Construction Phase Services: OWNER shall pay ENGINEER for time expended in the performance of bidding and basic construction phase services rendered under Sections 1.3 and 1.4, at the labor rates shown in Exhibit A, with a maximum fee of \$109,940.

5.1.1.3 For On-Site Representation Services: OWNER shall pay ENGINEER for time expended in the performance of on-site representation services rendered under Sections 1.5, at the labor rates shown in Exhibit A, with a maximum fee of \$132,000.

5.1.1.4 The total not to exceed amount for all sections of the contract shall be \$507,300 and shall not be exceeded except by amendment. Distribution of compensation between individual tasks outlined in section 5.1.1.2 and 5.1.1.3 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.

5.1.2 Additional Services. OWNER shall pay ENGINEER for additional services rendered under Section 2 as follows:

5.1.2.1 General. For time expended in the performance of additional services rendered under paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by paragraph 2.1.5) on the basis of the labor rates shown in Exhibit A.

5.1.2.2 Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.5, the amount billed to ENGINEER therefor times a factor of 1.10.

5.1.3 The term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.3 below.

5.2 Times of Payments.

5.2.1 ENGINEER shall submit monthly statements for basic and additional services rendered and for reimbursable expense incurred. The amount of ENGINEER's professional fee billed will be based upon the actual

time and expenses incurred by ENGINEER's personnel in the performance of this Agreement at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2 In the event of termination by OWNER under paragraph 7.1, ENGINEER will be paid for services rendered to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid additional services and unpaid reimbursable expenses.

5.3 Definitions.

Reimbursable expenses mean the actual expenses incurred directly in connection with the Project for: furnishing and maintaining field office facilities; subsistence, lodging, and transportation of project staff and resident project representatives; reproduction of reports, drawings, and specifications; postage and express delivery services; survey materials; and similar Project-related items.

SECTION 6 - OPINIONS OF COST

6.1 Opinions of Cost.

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S opinions of probable Project costs and construction cost provided for herein are to be made on the basis of their experience and qualifications and represent their best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids, or actual Project or construction cost will not vary from opinions of probable cost prepared by ENGINEER. If prior to the bidding or negotiating phase, OWNER wishes greater assurance as to Project or construction cost, OWNER shall employ an independent cost estimator as provided in Section 3.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Termination.

The obligation to provide further services under this agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents.

All documents, including drawings and specifications prepared by ENGINEER pursuant to this agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses including attorneys' fees arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3 Controlling Law.

This agreement is to be governed by the laws of the State of Missouri.

7.4 Successors and Assigns.

7.4.1 OWNER and ENGINEER each binds themselves and his partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this agreement.

7.4.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this agreement without the written consent of the other, except as stated in paragraph 7.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as they may deem appropriate to assist him in the performance of services hereunder.

7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

7.5 Insurance.

7.5.1 ENGINEER shall, as part of this agreement, maintain professional liability insurance covering errors and omissions, with a liability limit of \$2,000,000.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

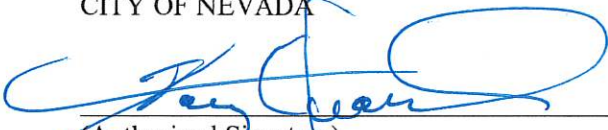
8.1 The following exhibit is attached to and made a part of this agreement: Exhibit A "Rate Schedule".

8.2 This agreement (consisting of pages 1 to 11, inclusive), including the exhibit identified above, constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.3 All services subcontracted during the performance of this contract shall follow the Six Affirmative Steps during selection of the subcontractor to ensure that minority business enterprises (MBE) and woman business enterprises (WBE) have an opportunity to compete for contracting opportunities.

The parties hereto have made and executed this agreement as of the day and year first above written.

OWNER:
CITY OF NEVADA



(Authorized Signature)



(Printed Name)



(Title)

ENGINEER:
ALLGEIER, MARTIN & ASSOCIATES, INC.



(Authorized Signature)

Chris Erisman, P.E.

First Vice President

EXHIBIT A

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

RATE SCHEDULE 2025, 2026 and 2027

LABOR RATES

Classification	Hourly Billing Rate		
	01/01/2025 thru 12/31/2025	01/01/2026 thru 12/31/2026	01/01/2027 thru 12/31/2027
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

Item	Rate
Travel	\$0.70 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