

**BILL NO. 2025-029**

**ORDINANCE NO. 8710**

**A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, APPROVING A CONTRACT AMENDMENT BETWEEN THE CITY OF NEVADA, MISSOURI, AND ALLGEIER, MARTIN AND ASSOCIATES, INC.**

**Section 1.** The City of Nevada, Missouri, hereby approves amendment No. 3 to the professional services agreement with Allgeier, Martin and Associates, Inc. for the Drinking Water SRF Project No. DW291417-01.

**Section 2.** This amendment is made at the request of the Missouri Department of Natural Resources (DNR) to incorporate additional language required for compliance with State Revolving Fund (SRF) funding provisions.

**Section 3.** There is no additional cost to the City as a result of this amendment. The changes are limited to the inclusion of required funding-related verbiage.

**Section 4.** The City Manager or his designee is hereby authorized and directed to execute the amendment on behalf of the City of Nevada.

**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 19<sup>th</sup> day of August 2025.



ATTEST:

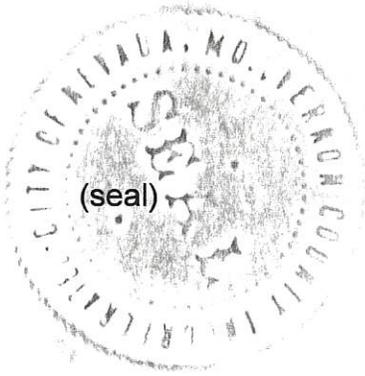
*Cynthia Dye*

CYNTHIA DYE, CITY CLERK

*Carol Branham*  
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. 8710** 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2025, is a true and correct copy, as the same appears of record in my office and that the same has not been amended or repealed.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 20<sup>th</sup> day of August 2025.

**AGENDA ITEM**  
August 5, 2025

**Subject:** Water Treatment Plant Amendment #3

**Department:** Water Treatment Plant

**Notes:**

DNR requested additional verbiage in the original contract with Allgeier, Martin and Associates, inc for the Missouri Department of Natural Resources (DNR) has requested the inclusion of additional language in the original contract with Allgeier, Martin and Associates, Inc. for the Drinking Water State Revolving Fund (SRF) Project No. DW291417-01. This amendment does not result in any additional cost to the City and solely involves the incorporation of verbiage required for compliance with SRF funding requirements.the Drinking Water SRF Project No DW291417-01. There is no additional cost to the city, this is strictly adding verbiage related to SRF funding.

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 23, 2023.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 3**

The Effective Date of this Amendment is: August 19, 2025

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: City of Nevada, Missouri

Engineer: Allgeier, Martin and Associates, Inc.

Project: City of Nevada Water Treatment Facility Renovation

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

A. The following paragraph shall be added to Article 6 – General Conditions:

1. The following paragraph shall be added to this section as paragraph 6.01.O:

6.01.O 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.

B. Article 4 - Invoices and Payments shall be modified as follows:

1. Paragraph 4.02.A.1 of this section shall be removed and replaced with the following:

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Exhibit K – Amendment to Owner-Engineer Agreement.  
EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

4.02.A.1 The owner shall make payment to the engineer in accordance with section 8.960, RSMo.

C. Exhibit A, Part 1 – Basic Services of the Engineer’s Services section of the agreement shall be amended as follows:

1. The following sentence shall be added to the end of paragraph A1.02.A.10 of this section:

“Four (4) stamped hardcopies of plans and specifications and all change orders will be submitted to the department for approval.”

D. Exhibit A, Part 1 – Basic Services of the Engineer’s Services section of the agreement shall be amended as follows:

1. The following sentences shall be added to the end of paragraph A1.05.A.15 of this section:

“All formal changes to the contract will need to be submitted to the Agency in draft format for review before being signed by all parties. A final copy of all change orders will also need to be submitted to the Agency for final approval.”

E. Exhibit A, Part 1 – Basic Services of the Engineer’s Services section of the agreement shall be modified as follows:

1. The last sentence of section A1.05A.22 shall be removed and replaced with the following:

The Engineer shall prepare Record Drawings, and furnish such Record Drawing to the Owner and the Funding Agency (Missouri Department of Natural Resources).

F. Exhibit A, Part 1 – Basic Services of the Engineer’s Services section of the agreement shall be modified as follows:

1. The following paragraph shall be added as A1.05.A.24.b of this section:

A1.05.A.24.b. 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.

G. Appendix 2 to Exhibit C shall be modified as follows:

1. Appendix 2 to Exhibit C, paragraph B, Standard Hourly Rate Schedule: The Standard Hourly Rates and Reimbursable expenses shall be replaced with the attached “Exhibit K, Amendment No. 3, Attachment One”, included herewith, as the original Included rates are approaching the end of their original effective date.

Agreement Summary:

Original agreement amount:	\$1,154,000
Net change for prior amendments:	\$322,200
This amendment amount:	\$0.00
Adjusted Agreement amount:	\$1,536,200

Change in time for services (days or date, as applicable): N/A

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

City of Nevada

By:

Print

Name:

Title:

Date Signed:

[Signature]  
Gary Edwards  
City Manager  
8/2/25

ENGINEER:

Allgeier Martin and Associates, Inc.

By:

Print

Name:

Title:

Date Signed:

[Signature]  
Chris Erisman, P.E.  
First Vice President  
July 11, 2025

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Amendment.

AGENCY CONCURRENCE:

By:

Print

name:

Title:

Date Signed:

EXHIBIT K, Amendment No. 3, Attachment One

**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>		
	<u>01/01/2025</u> <u>thru</u> <u>12/31/2025</u>	<u>01/01/2026</u> <u>thru</u> <u>12/31/2026</u>	<u>01/01/2027</u> <u>thru</u> <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