

BILL NO. 2018-023

ORDINANCE NO. 8230

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ALLGEIER, MARTIN & ASSOCIATES, INC. FOR MISCELLANEOUS ENGINEERING SERVICES.

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

Section 1. The agreement attached hereto as Exhibit "A" and incorporated herein by reference is approved as a contractual obligation of the City of Nevada, Missouri.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Nevada, Missouri, and to affix the municipal seal thereto and attest the same.

PASSED, APPROVED and ADOPTED by the City Council of the City of Nevada, Missouri this 3rd day of July, 2018.

(seal)
ATTEST:



Johnna Williams
Johnna Williams, City Clerk

Brian L. Leonard
Brian L. Leonard, Mayor

AGENDA ITEM

June 19, 2018

Subject: Agreement with Allgeier Martin for miscellaneous engineering services

Department: Administration

Allgeier, Martin & Associates has provided miscellaneous engineering services for the City of Nevada since the retirement of the City Engineer in 2005. A majority of the work is for incidental engineering services on small sewer, water and street projects.

Allgeier, Martin and Associates have been very responsive during the time they have served the City and accumulated knowledge and familiarity of the community that is very valuable. The recommended contract will be in effect until December 31, 2020.

**AGREEMENT
BETWEEN
CITY AND ENGINEER
FOR
PROFESSIONAL SERVICES
EXHIBIT A**

THIS AGREEMENT, entered into this 3rd day of July, 2018, between Allgeier, Martin & Associates, Inc., hereinafter referred to as "Engineer", and the City of Nevada, Missouri, hereinafter referred to as "City", whereby the Engineer shall provide miscellaneous professional engineering services for the City.

Section 1. Services to be Performed. Engineer shall perform professional engineering services, including, but not limited to, customary civil engineering services for water main and sanitary sewer main replacements and extensions, stormwater improvements, roadway/transportation improvements, survey services or other civil engineering services as requested by the City. Each project shall be discussed and services for the project outlined prior to beginning said project. Authorized services included in this agreement:

- 1.1 Conduct field survey work to establish baselines for locating the work, together with a suitable number of benchmarks adjacent to the projects.
- 1.2 Conduct field survey work for boundary or easement descriptions, prepare legal boundary descriptions or easement descriptions and easement documents for properties along the proposed project locations as may be required to complete the Work. Negotiation, appraisals, and obtainment of said easements shall be the responsibility of the City.
- 1.3 Meet with City to discuss water and sanitary sewer main locations or other areas of desired stormwater, roadway/transportation or survey work.
- 1.4 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 City.
- 1.5 Prepare final drawings and any specifications required in addition to the City's standard specifications to show the character and extent of any project.
- 1.6 Design of pumping facilities to transport sewage from any proposed extension to the City of Nevada collection system.
- 1.7 Prepare documentation as needed for bidding projects or portions of projects as may be requested by City.
- 1.8 Furnish to City such documents and design data as may be required and assist in the preparation of the required documents so that City may apply for Missouri Department of Natural Resources' approval, and assist in obtaining such approvals by participating in submissions to and negotiations with the Missouri Department of Natural Resources. Services to include providing two copies of the plans, additional specifications and other related documents for Missouri Department of Natural Resources submittal for water and sewer design projects.

1.9 Furnish five copies of the above documents and present and review them in person with City if requested. Design information shall also be provided in electronic format to the City Engineering Department upon completion of the individual project. All material shall be in Word or PDF format, or in the format as requested by the City Engineering Department and approved by the Engineer.

1.10 Construction staking to enable contractor(s) to proceed with their work; and providing other special field surveys other than those for design purposes.

1.11 Review standard water and wastewater specifications and provide updated documents in order to maintain compliance with Missouri Department of Natural Resources as requested.

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

1.13 Other services as may be required for completion of plans and additional specifications for City projects.

Engineer shall coordinate all survey work and drawing coordinate systems with the City Engineering Department.

Section 2. City's Responsibilities. City shall:

2.1 Provide all criteria and full information as to City's requirements for the projects, 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 City will require to be included in the drawings and specifications.

2.2 Assist Engineer by placing at his disposal all available information pertinent to the projects, including previous reports and any other data relative to design or construction of the projects.

2.3 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, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations; all of which Engineer may rely upon in performing his services.

2.4 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.

2.5 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 City deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.

2.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the projects and such approvals and consents from others as may be necessary for completion of the projects.

2.7 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the projects; such legal services as City may require or Engineer may reasonably request with regard to legal issues pertaining to the projects including any that may be raised by contractor(s); such auditing service as City 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 City may require to ascertain that contractor(s) are complying with any law, rule, or regulation applicable to their performance of the work.

2.8 Designate in writing a person to act as City'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 City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Engineer's services.

2.9 Give prompt written notice to Engineer whenever City observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services.

2.10 Bear all costs incidental to compliance with the requirements of this Section 2.

Section 3. Term of Contract. This contract shall become effective upon execution and approval of the agreement, and shall end on December 31, 2020.

Section 4. Amendments. Any substantial amendments affecting the compensation amount, substantially altering the scope of work, or affecting the length of the contract shall require approval of the City Council and shall be adopted by ordinance signed by the Mayor and attested by the City Clerk.

Section 5. Compensation. Compensation for services provided by Engineer shall be at the hourly rates as provided on Exhibit B "Rate Schedule". Engineer shall provide detailed bills monthly and payment shall be made by the City on a Net-30 basis.

If City fails to make any payment due Engineer for services and expenses within sixty days after receipt of Engineer's bill, 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 City, suspend services under this agreement until he has been paid in full all amounts due him for services and expenses.

Section 6. Insurance Requirements

6.1 Engineer agrees to indemnify City and save the City of Nevada, Missouri Government, its elected and appointed officials, and all employees harmless from and against any and all third party claims, actions damages, liability and expense, including attorneys' and other professional fees, and the expenses of such parties, in connection with loss of life, personal injury and/or damage of property rising from the work and operation under this Agreement, but only to the extent caused by the negligent acts or omissions, of Engineer, his officers, agents or employees. The Engineer's insurer shall agree to waive all rights of subrogation against the City of Nevada, its elected and appointed officials and employees for losses arising from work performed by the Engineer for the City of Nevada. In no event will Engineer be obligated to indemnify City for the City's negligence.

Within 15 days after the execution of this Agreement, Engineer shall file with City certificate of Professional Liability Insurance that shall include errors and omissions coverage having a minimum limit of \$2,000,000 per occurrence. Such certificates shall bear an appropriate endorsement indicating that the policy or policies will not be canceled or altered without thirty (30) days prior written notice to City. The insurance coverage under such certificates shall be retroactive to the earlier of the date of this Agreement or the commencement of Engineer's work on the Project, and Engineer shall cause the same to remain in effect for a period of two (2) years after the final acceptance of the Project by City (hereinafter referred to as the "Insurance Period"). Upon City's request, Engineer shall deliver the insurance certificates to City for review. Engineer shall have the right to change insurance carriers during the Insurance period only if such change is made expressly without prejudice to any claim of City, whether asserted or unasserted, occurring on or before the effective date of the replacement insurance policy and Engineer shall deliver a certificate of such proposed replacement insurance policy to City at least thirty (30) days prior to the expiration date of the insurance policy then in effect. If the terms of coverage (other than limits as set forth above) of any policies procured pursuant to this paragraph are unacceptable to City, Engineer shall revise the coverage or obtain additional coverage.

6.2 At all times from and after the date of this Agreement, Engineer shall take out and keep in force at its expense:

Comprehensive General Liability Insurance, including insurance against assumed or contractual liability with respect to operations which may arise under this agreement by Engineer, or by any servant, agent, employee or any independent contractor of Engineer to afford a protection for each occurrence of a combined single limit for injury and/or property damage liability of not less than \$2,000,000 per occurrence and with an aggregate of not less than \$2,000,000. Insurance shall also provide a per project endorsement.

The Engineer shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

Automobile Public Liability and Property Damage Insurance shall be maintained to protect the Engineer and/or subcontractor from any and all claims arising from the use of the following in the execution of the Work: a) Its own automobiles and trucks. b) Hired automobiles and trucks. c) Automobiles and trucks not owned by the Engineer and/or subcontractor. The insurance shall cover the use of the automobiles and trucks both on and off the site of the Project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

Workers Compensation Insurance covering claims for damages because of personal injury, sickness, disease or death, by Engineer, its employees, agents, and representatives in the performance of the professional services covered by this Contract. The coverage shall include employer liability within statutory limits.

Except for Work's Compensation Insurance and Professional Liability Insurance, all insurance required under this Section 6 shall name City as additional insured. Certificates for comprehensive general liability and automobile insurance must provide per project aggregate endorsements. Within 15 days after the date of execution of this Agreement, certificates of all insurance required by this Paragraph shall be filed with City.

Engineer agrees to replace all internally generated drawings, plans, and materials produced or used under this Contract if, during the term of this Contract, the same are damaged, destroyed or lost.

Section 7. Notices. All notices to the City required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid or commercial overnight courier to the City Manager or his designee. All notices to the Engineer required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid or commercial overnight courier to the Engineer's address. All notices are effective on the date mailed or deposited with courier.

Section 8. Compliance with Applicable Laws and Regulations. The Engineer will comply with all applicable federal, state and all local laws, ordinances and regulations.

Section 9. Interest of Local Public Office. No member of the City Council of the City of Nevada, Missouri, nor any officer, employee or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

Section 10. 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.

This agreement may also be terminated for convenience by either party following seven days' written notice to the other party. Regardless of the party terminating the agreement, Owner shall compensate ENGINEER for all services provided through the date of termination of this agreement within 30 days following receipt of the final invoice in accordance with the payment terms of this agreement.

Section 11. Ownership of Work Upon Termination. If this agreement is terminated prior to Engineer's completion of services in accordance with the provisions outlined in Section 10, all work or materials prepared or obtained by Engineer pursuant to this agreement shall be the City's property and shall be promptly delivered to the City.

Section 12. Payment for Services Upon Termination. If this agreement is terminated prior to Engineer's completion of the services to be performed hereunder in accordance with the provisions outlined in Section 10, the Engineer shall prepare an accounting of the services performed and money spent by Engineer up to the effective date of termination and shall return to the City any sums overpaid within 30 days of said effective termination date. In retrospect, any funds due the Engineer for reimbursable expenditures completed through the date of termination for which it has not received reimbursement shall be due and payable to the Engineer upon receipt of an accounting of the services performed,

including backup documentation for all expenditures for which reimbursement is requested in accordance with the provisions of Section 5.

Section 13. City's Right to Proceed. In the event this agreement is terminated pursuant to Section 10, the City may take over the work and prosecute the same to completion by agreement with another qualified company. In any such case, the City may take possession of, and utilize in completing the work, such materials as may be available and are necessary for completion of the work. In doing so, the City and/or qualified company assumes sole risk for all claims, damages, losses and expenses arising or resulting therefrom. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of this agreement, City ordinances, and state and federal laws.

Section 14. Waiver. Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Engineer to which the same may apply and, until complete performance by Engineer of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this agreement or by law despite any such forbearance or indulgence.

Section 15. Modification. Unless stated otherwise in this agreement, no provision of this agreement may be waived, modified or amended except in writing signed by City.

Section 16. Compliance to Executive Order 11246. The Engineer agrees to abide by Executive Order 11246, as amended, and Title VI of the Civil Rights Act of 1964, pertaining to equal employment, by complying with the following:

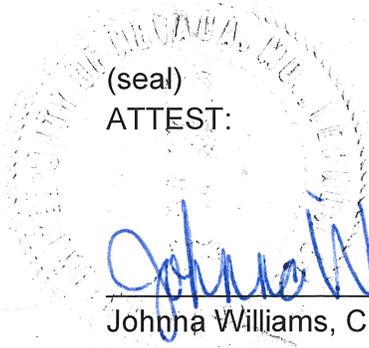
16.1 The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

16.2 Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

Section 17. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Vernon County, Missouri.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement as of the day and year first above written.



(seal)
ATTEST:

John Williams
Johnna Williams, City Clerk

Brian L. Leonard
Brian L. Leonard, Mayor

July 3, 2018
Date Executed by City

Allgeier, Martin & Associates

Chris Erisman
Signature

Chris Erisman
July 13, 2018 c.e.
Printed or Typed Name

July 13, 2018
Date Executed by Allgeier, Martin &
Associates

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

RATE SCHEDULE

LABOR RATES

Hourly Billing Rate

<u>Position</u>	<u>thru</u> <u>12/31/2018</u>	<u>01/01/2019</u> <u>thru</u> <u>12/31/2019</u>	<u>01/01/2020</u> <u>thru</u> <u>12/31/2020</u>
Principal/Engineer IV	\$187	\$195	\$203
Principal/Engineer III	\$167	\$174	\$181
Project Manager/Engineer II	\$144	\$150	\$156
Project Manager/Engineer I	\$127	\$132	\$137
Technician III/GIS Specialist	\$132	\$137	\$143
Designer/Technician III	\$98	\$102	\$106
Designer/Technician II	\$85	\$88	\$92
Designer/Technician I	\$80	\$83	\$86
Two-Man GPS Survey Crew	\$174	\$181	\$188
One-Man GPS Survey Crew	\$127	\$132	\$137
Three-Man Survey Crew	\$193	\$201	\$209
Two-Man Survey Crew	\$145	\$151	\$157
Registered Land Surveyor II	\$157	\$163	\$170
Registered Land Surveyor I	\$134	\$139	\$145
Survey Party Chief	\$80	\$83	\$86
Survey Crew Member	\$65	\$68	\$71
Right of Way Specialist	\$105	\$109	\$113
Construction Inspector III	\$99	\$103	\$107
Construction Inspector II	\$85	\$88	\$92
Construction Inspector I	\$80	\$83	\$86
Secretary/Word Processor	\$65	\$68	\$71
Print Specialist	\$65	\$68	\$71

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

<u>Item</u>	<u>Rate</u>
Travel	\$0.53 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%