

**AGENDA ITEM**  
April 18, 2023

Subject: Water Treatment Plant Amendment #2

Department: Water Treatment Plant

This ordinance will authorize the attached amendment to the agreement with Allgeier Martin and Associates, Inc to include additional services not included in the original agreement.

Additional service include:

● Well Master Meter Addition	\$24,000
● Study of Biofouling Issues from wells and transport lines	\$19,500
● Design of replacement of In-Plant SCADA Communications	\$84,000
● Building Improvements	\$28,700
● VFD's at all 4 existing wells	\$22,700
● <u>Chemical dosing, corrosion control</u>	<u>\$38,000</u>
<b>TOTAL ADDITIONAL SERVICES</b>	<b>\$216,200</b>

**BILL NO. 2023-035**

**ORDINANCE NO.**

**A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE EXECUTION OF AMENDMENT NUMBER 2 TO THE CONTRACT BETWEEN THE CITY OF NEVADA AND ALLGEIER, MARTIN AND ASSOCIATES, INC FOR ADDITIONAL SERVICES NEEDED FOR THE IMPROVEMENT TO THE CITY OF NEVADA WATER TREATMENT PLANT.**

**Section 1.** The amendment attached hereto and incorporated herein by reference is approved as an addition to the original contractual obligation of the City of Nevada, Missouri in the amount of not to exceed \$220,000.00. This amendment increases the total agreement amount to \$1,536,200.00.

**Section 2.** The City Manager is hereby authorized and directed to execute said agreement on behalf of the City of Nevada, Missouri.

**Section 3.** 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 \_\_\_\_\_ day of May, 2023.

(seal)

\_\_\_\_\_  
KENDALL VICKERS, MAYOR

ATTEST:

\_\_\_\_\_  
CYNTHIA DYE, CITY CLERK

This is EXHIBIT K, consisting of 4 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. 2

The Effective Date of this Amendment is: March 28, 2023.

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. Engineer shall perform or furnish the following Additional Services:

1. The Engineer shall provide the additional services as outlined in paragraph A2.01A.2, A2.01A.7 and A2.01A.29.

B. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

1. Paragraph C.2.05.A.1, Exhibit C-Compensation Packet RUS-4 shall be modified as follows:
  - a. Study of Biofouling Issues from wells and transport lines. For services of Engineer's employees engaged directly on the Project pursuant to the additional services as outlined in paragraph A2.01A.2 (Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing

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

conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others), an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be Nineteen Thousand, Five Hundred and no/100 Dollars (\$19,500.00) and this amount shall not be exceeded without written approval of Owner and concurrence of Agency.

b. Master Meter Addition. For services of Engineer's employees engaged directly on the Project pursuant to the additional services as outlined in paragraph A2.01A.29 (Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement), an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be Twenty-Four Thousand and no/100 Dollars (\$24,000.00) and this amount shall not be exceeded without written approval of Owner and concurrence of Agency.

c. In-Plant SCADA and Well Communication system Design. For services of Engineer's employees engaged directly on the Project pursuant to the additional services as outlined in paragraph A2.01A.29 (Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement), an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be Eighty-Four Thousand and no/100 Dollars (\$84,000.00) and this amount shall not be exceeded without written approval of Owner and concurrence of Agency.

d. Building Improvement Items to be replaced - Specifically Roof, Window, Miscellaneous Guttering and Doors and Miscellaneous Interior Drain Lines needing replaced or renovated. For services of Engineer's employees engaged directly on the Project pursuant to the additional services as outlined in paragraph A2.01A.29 (Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement), an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be Twenty-Eight Thousand, Seven Hundred and no/100 Dollars (\$28,700.00) and this amount shall not be exceeded without written approval of Owner and concurrence of Agency.

e. Design of VFD's at all 4 Existing Well Locations. For services of Engineer's employees engaged directly on the Project pursuant to the additional services as

outlined in paragraph A2.01A.29 (Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement), an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be Twenty-Two Thousand and no/100 Dollars (\$22,000.00) and this amount shall not be exceeded without written approval of Owner and concurrence of Agency.

f. The review of historical chemical dosing, corrosion control, water flow, and water quality data to develop chemical feed rates. For services of Engineer's employees engaged directly on the Project pursuant to the additional services as outlined in paragraph A2.01A.29 (Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement), an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be Thirty-Eight Thousand and no/100 Dollars (\$38,000.00) and this amount shall not be exceeded without written approval of Owner and concurrence of Agency.

Agreement Summary:

Original agreement amount:	<u>\$1,154,000</u>
Net change for prior amendments:	<u>\$166,000</u>
This amendment amount:	<u>\$216,200</u>
Adjusted Agreement amount:	<u>\$1,536,200</u>
Change in time for services (days or date, as applicable):	<u>N/A</u>

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

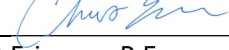
Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

Allgeier Martin and Associates, Inc.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By:   
Print Name: Chris Erisman, P.E.

Title: \_\_\_\_\_

Title: First Vice President

Date Signed: \_\_\_\_\_

Date Signed: March 28, 2023

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: \_\_\_\_\_