

# ENGINEERING SERVICES WORK AUTHORIZATION AGREEMENT

Allgeier, Martin and Associates, Inc., (hereinafter called the Engineer) is pleased to provide the engineering services described herein. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are provided.

Compensation will be based on the attached rate schedule and as outlined in the attached Estimate of Costs. If it is necessary to modify the scope of the project during the execution of the work, we will promptly seek a mutually agreeable revision of the scope of work and the associated fees.

Estimated Fee: \$114,000



By: \_\_\_\_\_

Date: February 15, 2021

Michael Atkinson, P.E., Vice President

## ALLGEIER, MARTIN and ASSOCIATES, INC. JOPLIN, MISSOURI

PROJECT NAME: White Park to Crosby Park Trail

PROJECT LOCATION: Aurora, MO

FOR PAYMENT OF CHARGES: Invoice to the Account of: (hereinafter called the Client)

CLIENT: City of Aurora, Missouri

ATTN: Mr. Jon Holmes

STREET ADDRESS: 2 West Pleasant

CITY: Aurora STATE: MO ZIP CODE: 65605

WORK AUTHORIZED BY:

\_\_\_\_\_

Date

\_\_\_\_\_

Jon Holmes, City Manager

Name and Title

\_\_\_\_\_

Signature

### SCOPE OF WORK:

- Attachment Number 1 – Scope of Work
- Attachment Number 2 – Estimate of Design Costs
- Attachment Number 3 – Rate Schedule
- Attachment Number 4 – Project Boundary

## **GENERAL CONDITIONS**

**PAYMENT TERMS** - Unless otherwise agreed in writing, payment is due within ten days of receipt of our invoice. If payment is not received within thirty days from the invoice date, the Client agrees to pay late fees of 1.5% per month (if this exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable), and reasonable attorneys fees and costs of collection. Claims for unpaid fees or compensation may be determined in any state or federal court for Jasper County, Missouri.

In the event Client requests termination of this Agreement prior to completion, the Client will fully compensate the Engineer for all costs incurred up to the termination date plus a 10% termination charge.

**INSURANCE** - The Engineer maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain professional liability insurance with coverage of \$2,000,000. Comprehensive General Liability Insurance with coverage of \$1,000,000, and Automobile Liability Insurance with coverage of \$1,000,000. Certificate of Insurance can be supplied evidencing such coverage. Cost of the coverage is included in our quoted fees.

**STANDARD OF CARE** - The only warranty or guarantee made by the Engineer in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

**LIMITATION OF LIABILITY** – The Engineer’s maximum aggregate liability for damages connected with the project is limited to the compensation paid by the Client to the Engineer for project services.

**RIGHT-OF-WAY** - Unless otherwise agreed, Client will furnish right-of-entry on the property for us to make the necessary surveys, test, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage, which may result.

**OWNERSHIP OF DOCUMENTS** - All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates, prepared by the Engineer as instruments of service pursuant to this Agreement, shall be the sole property of the Client. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by the Engineer, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of the Engineer. At the request and expense of Client, the Engineer will provide Client with copies of documents created in the performance of said work.

**SAFETY** - Should Engineer provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by the Engineer is not intended to include review of the adequacy of the contractor's safety measures in, adjacent to, or near the construction site.

**GOVERNING LAW** - This agreement shall be governed in all respects by the laws of the State of Missouri.

**ATTACHMENT NUMBER 1**  
**SCOPE OF WORK**

**1.1 General**

1.1.1 ENGINEER shall perform professional design and preparation of construction plans as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning and design of a planned walking and biking trail between White Park and Crosby Park project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Construction of a walking and biking trail along a route that generally follows existing right of way and easements to the extent possible along an existing drainage ditch.

1.1.3.2 Site grading, paving, stormwater facilities and erosion control.

**1.2 Planning Phase.**

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, and costs.

1.2.2 The purpose of the Planning Phase is to establish the criteria that will be used in the Design Phase where construction plans and specifications will be developed.

1.2.3 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3.1 Assist the City toward the selection of a suitable route as determined by site conditions, easements and right of way.

1.2.3.2 Assist the City with a design session for the purpose of collaborating ideas for establishing trail geometrics, material and route.

1.2.3.3 Write legal descriptions, establish property lines, and create exhibits that clearly defines the nature and limits of the project for the City's use toward coordinating and contacting property owners for the purpose of securing easements for the project. Right of way documents and assistance with right of way acquisition will be conducted according to the Uniform Relocation Act and procedures outlined by the Federal Highway Administration.

1.2.4 Utilities: Conduct research and investigation into existing utilities located within the project boundaries. Engineer shall:

1.2.4.1 Make notification to utilities during conceptual phase/preliminary design process. Notification to be made in a specific, documentable format.

1.2.4.2 Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

1.2.4.3 American Society of Civil Engineers (ASCE) National Consensus Standard titled ASCE C-I38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, shall be utilized as a guideline for classifying, coordination and research of existing subsurface utilities.

1.2.4.3.1 Classification of the quality of existing subsurface utility data shall be made for the project. Such a classification will allow the project owner, engineer, and constructor to develop strategies to reduce risk, or at a minimum, to allocate risk due to existing subsurface utilities in a defined manner.

1.2.4.3.2 This project shall be considered a small project, where few subsurface utilities are anticipated to be present, and/or where information about subsurface utilities is believed to be generally accurate and comprehensive. Readily available information will be utilized, along with standard utility coordination efforts, to plan and design the improvements that are to be part of this project.

1.2.4.4 The ENGINEER will advise the OWNER of utility risks discovered during preliminary coordination and research efforts and recommend appropriate quality level of utility data for a given project area during the planning stages of the project and prior to completion of the final design of the project. Quality level recommendation will take into account such items as type of project, expected utilities, available rights-of-way, project timelines, and any other information determined necessary by the ENGINEER.

1.2.4.4.1 Upon receipt of the quality level recommendation level from the ENGINEER, the OWNER will specify to the ENGINEER the desired quality level of utility data to be utilized for the project.

1.2.4.5 The ENGINEER will furnish the desired utility quality level to the OWNER in accordance with typical industry standard of care.

1.2.4.6 If determined necessary after preliminary review of potential utility conflicts, consultation with the OWNER and assigning of desired utility quality level by the OWNER, a plan shall be prepared and presented for the OWNER to review. Said plan shall detail significant utility conflicts and proposed pothole locations and associated costs for verifying existing utilities. Potholing process, if determined necessary (to be performed by others), will include both horizontal and vertical alignment and depth details. Such details will be included in 30 percent plan completion. The ENGINEER shall make efforts to provide such information in accordance with the typical industry standard of care.

1.2.4.7 Submit utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns.

### **1.3 Design Phase.**

1.3.1 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

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

1.3.3 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the final drawings and specifications that show the character and extent of the Project.

1.3.4 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 final drawings and specifications.

1.3.5 Prepare such documents in the necessary formats that can be used to secure future grant funding. Provide the City with documentation that would permit adjustments as necessary to update cost estimates.

1.4 **Contract Fee and Deliverable Schedule**

<b>Phase</b>	<b>Individual Phase Costs</b>	<b>Contract Deliverable Ceiling</b>
Design Surveying	\$17,000	\$17,000
Preliminary Layout	\$20,000	\$37,000
Engineering Design, 50% Complete	\$20,000	\$57,000
Field Check Plans w/ Cost Estimate	\$18,000	\$75,000
Final Engineering Design w/ Cost Estimate	\$12,000	\$87,000
Legal Descriptions and Easement Acquisition Assistance	\$27,000	\$114,000

1.5 **Bidding and Construction Phase. (To Be Determined at a later Date)**

**Attachment Number 2**  
**Estimate of Design Costs**  
**Manpower Projection**

February 15, 2021

**City of Aurora - White Park to Crosby Park Trail**

*Location: Generally along existing streambed and existing right of way. Trail is planned to intersect Robinson Elementary School. Length is approximated at 7800 depending upon route.*

**ENGINEERING SERVICES**

CLASSIFICATION	Hours	RATE	EXTENDED COST
<b>Part A -Design Phase</b>			
<b><u>Survey (Topographic, Utility and Property Lines)</u></b>			
Registered Land Surveyor II	24	\$ 177.00	\$ 4,248.00
Two-Man GPS Survey Crew	24	\$ 191.00	\$ 4,584.00
Technician III	28	\$ 113.00	\$ 3,164.00
<b>Subtotal</b>			<b>\$ 11,996.00</b>
<b><u>Engineering (Planning, Design, Utilities, Construction Plans and Specifications)</u></b>			
Engineer III	220	\$ 185.00	\$ 40,700.00
Registered Land Surveyor II (Legal Descriptions)	50	\$ 177.00	\$ 8,850.00
Technician II (Survey and Legal Descriptions)	60	\$ 100.00	\$ 6,000.00
Technician III	270	\$ 113.00	\$ 30,510.00
Right of Way Specialist	100	\$ 117.00	\$ 11,700.00
Secretary/Assistant	50	\$ 75.00	\$ 3,750.00
<b>Subtotal</b>			<b>\$ 101,510.00</b>
Travel	750 miles		\$ 427.50
<b>Subtotal</b>			<b>\$ 427.50</b>
<b>Estimated Total-All-Tasks</b>			<b>\$ 113,933.50</b>
<b>Established Contract Ceiling</b>			<b>\$ 114,000.00</b>

ATTACHMENT NUMBER 3

(Retainer Contract)

RATE SCHEDULE  
2020 - 2023

LABOR RATES

<u>Classification</u>	<u>Hourly Billing Rate</u>		
	01/01/2021 thru <u>12/31/2021</u>	01/01/2022 thru <u>12/31/2022</u>	01/01/2023 thru <u>12/31/2023</u>
Principal/Engineer IV	\$204	\$211	\$218
Principal/Engineer III	\$185	\$192	\$198
Project Manager/Engineer II	\$163	\$171	\$177
Project Manager/Engineer I	\$147	\$154	\$159
Technician III/GIS Specialist	\$137	\$141	\$146
Technician III	\$113	\$119	\$123
Technician II	\$100	\$105	\$109
Technician I	\$94	\$99	\$102
Two-Man GPS Survey Crew	\$191	\$198	\$205
One-Man GPS Survey Crew	\$147	\$154	\$159
Three-Man Survey Crew	\$214	\$222	\$230
Two-Man Survey Crew	\$160	\$166	\$172
Registered Land Surveyor II	\$177	\$183	\$190
Registered Land Surveyor I	\$153	\$159	\$165
Survey Crew Member	\$75	\$80	\$83
Right of Way Specialist	\$117	\$122	\$126
Project Representative III	\$113	\$119	\$123
Project Representative II	\$100	\$105	\$109
Project Representative I	\$94	\$99	\$102
Secretary/Assistant	\$75	\$79	\$82
Print Specialist	\$75	\$79	\$82

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	\$0.57 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

# Attachment Number 4

