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**REQUESTED COUNCIL MEETING DATE:** April 17, 2018  
**ITEM:** Engineering Agreement

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**ORIGINATING DEPARTMENT:** Water/Waste-Water  
**ATTACHMENTS:** Agreement

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### **ROUTING ORDER**

<b>INTERIM CITY MANAGER:</b>	Dana Daniel	<b>DATE:</b>
<b>FINANCE DIRECTOR:</b>	Daphne Pevahouse	<b>DATE:</b>
<b>CITY CLERK:</b>	Rachel Holcomb	<b>DATE:</b>
<b>CITY ATTORNEY:</b>	Steve Hays	<b>DATE:</b>

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### **PURPOSE:**

Seeking approval for Engineering Agreement.

### **BACKGROUND:**

This agreement with Allgeier, Martin and Associates, Inc. would focus on preparation of ordinances that address pre-treatment of waste-water. Estimated cost would be \$7,000. The professional services line item of the Waste Water Budget would be utilized for payment of these services.

### **RECOMMENDATION:**

Staff recommends that Council approve and authorize Mayor to sign agreement.

## 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 as indicated in the terms of the existing engineering agreement. 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.

Fee: \$ Hourly, Per Existing Engineering Agreement Estimated Maximum Fee: \$7,000

By: J. Eric DeGruson Date: March 28, 2018  
J. Eric DeGruson, Vice President

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

PROJECT NAME: City of Neosho Pretreatment Ordinance

PROJECT LOCATION: Neosho, Missouri

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

CLIENT: City of Neosho

ATTN: Dana Daniel

STREET ADDRESS: 203 E. Main St.

CITY: Neosho STATE: MO ZIP CODE: 64850

<b>WORK AUTHORIZED BY:</b>
_____
Date
_____
Name and Title
_____
Signature

**SCOPE OF WORK:** The scope of work generally includes preparation of a pretreatment ordinance, in accordance with stream lining rules, similar to the example of Monett, MO, previously provided.

## 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 attorney's 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 \$5,000,000. 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 Engineer. 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.