

**City of Willard, Missouri
Resolution No. 25-06**

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A WORK AGREEMENT WITH ALLGEIER, MARTIN AND ASSOCIATES, INC. TO CONSTRUCT A DRAINAGE CHANNEL ON MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) RIGHT OF WAY BETWEEN US HIGHWAY 160 AND PROCTOR ROAD

WHEREAS, the City of Willard, Missouri is a municipal corporation, duly organized and existing under the laws of the State of Missouri; and

WHEREAS, the City of Willard is needing to upgrade and define its storm water channels, and

WHEREAS, The Willard Branch needs engineering to define the scope of the project.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI, AS FOLLOWS:

Recognizes the need for the Mayor to enter into the work agreement with Allgeier, Martin and Associates, Inc. to construct a drainage channel.

Dated: This the 27th day of January 2025 by the Board of Aldermen of the City of Willard, Missouri.

Approved By: Troy Smith, Mayor

Attested By: Janice Gargus, City Clerk

**WORK AUTHORIZATION NUMBER AMA-OC-WILL-25-001
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS WORK AUTHORIZATION AGREEMENT, made this ____ day of _____, 2025, by and between **CITY OF WILLARD, MISSOURI**, hereinafter referred to as **OWNER**, and **ALLGEIER, MARTIN and ASSOCIATES, INC.**, hereinafter referred to as **ENGINEER**.

WHEREAS, the OWNER entered into a Contract with the ENGINEER dated November 28th, 2022 for “on-call” professional engineering services; and

WHEREAS, the OWNER intends to construct a drainage channel on Missouri Department of Transportation (MODOT) right of way between US Highway 160 and Proctor Road to divert stormwater runoff to help alleviate a portion of the floodwaters in the Gauge Crossing residential neighborhood; and

WHEREAS, the ENGINEER agrees to perform the various professional engineering services required for the construction of said improvements as part of the above referenced Contract;

NOW THEREFORE, for and in consideration of certain amounts hereinafter specified to be paid to the ENGINEER by the OWNER, the ENGINEER agrees to perform all of the engineering work as hereinafter described. This Agreement provides authorization to proceed with the work and confirms the terms and conditions under which the services are to be provided.

SCOPE OF ENGINEERING SERVICES

In general, the Project provides for the design of approximately 400 lineal feet of roadside drainage channel parallel to and within the south right of way of US Highway 160 between Miller Road and State Route AB in Willard, Missouri. The design will include a levee as necessary to accommodate the additional stormwater flow through the Proctor Road culvert downstream of the proposed roadside drainage channel.

After written authorization to proceed, ENGINEER will provide the following Engineering Services:

Design Development Phase:

- Perform topographic surveys required for preparation of drainage channel construction drawings, and land surveys required for boundary determinations.
- Perform topographic surveys required for determination of capacity of existing culvert between houses on Gauge Street.
- Using topographic and design survey data, develop a computer-generated surface model of the drainage channel construction corridor (50' ± wide at a scale of 1"=20' with 1' contours) and create preliminary plan view and ground profile plan sheets depicting property lines including ownership, and important surface features such as buildings,

roads, ditches, fences, select trees and shrubs, ponds, creek channel, etc. All plan sheets will be drawn in the AutoCAD 2025 Civil 3D environment.

- Prepare plan and profile drawings delineating drainage channel alignment and highway right-of-way construction limits boundary conforming to applicable industry standards. Include sufficient notes on drawings to identify acceptable construction materials and equipment. Supplement with technical specifications.
- Analyze capacity of existing culvert between houses on Gauge Street.
- Prepare detail drawings for location, extents, and height of levee.
- Prepare erosion and sediment control plan with all the details necessary to construct erosion and sediment control features to conform with the City of Willard and MODOT requirements.
- Prepare any necessary permit applications to submit to regulatory agencies having jurisdiction over the project. It is anticipated that a Corps of Engineers Section 404 Permit will not be required. It is anticipated that the following permits may be required:
 - 1) City of Willard Grading Permit
 - 2) MODOT Right of Way Permit
 - 3) Floodplain Development Permit
- Submit design development phase documents to City of Willard and MODOT for review and approval. Respond to any and all review comments as necessary.
- Attend review meeting with Willard and MODOT representatives if required, and compile and distribute written summary of meeting.

Construction Phase:

ENGINEER will provide basic engineering services during the construction phase as follows:

- Answer questions of OWNER as needed regarding design intent.
- Answer questions of OWNER as needed in situations of conflicting physical constraints during construction.
- Upon written request of OWNER, provide construction layout staking for limits of construction and grade control.
- The OWNER has expressed their intent to manage and inspect the construction of the project with city forces.

OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

- Designate in writing a person to act as OWNER'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 OWNER's policies and decisions with respect to ENGINEER's services for this Project.
- Provide all criteria and full information as to OWNER's requirements for the Project, 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 OWNER will require to be included in the design drawings and specifications.

- 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 OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.

ENGINEER'S RESPONSIBILITIES

ENGINEER shall provide all professional and technical personnel required for the performance of the engineering services described under Scope of Services.

TIME FOR COMPLETION OF SERVICES

Services to be performed by the ENGINEER shall begin upon OWNER's acceptance of the Agreement and authorization to proceed. Preparation of design plans and permit applications to construct project shall be completed and submitted to OWNER and MODOT within 60 days after receipt of the OWNER's authorization to proceed.

FEES AND COMPENSATION

ENGINEER will perform the required engineering services described herein and bill OWNER on the basis of actual time accrued working on the project plus expenses at the labor and non-labor rates listed in the 2023, 2024 and 2025 Rate Schedule attached hereto, with a total compensation not-to-exceed **\$17,900** which is broken down in more detail as follows:

Design Development: Fees and compensation for design development phase engineering are estimated at **\$14,300**.

Construction: Fees and compensation for construction phase engineering services are estimated at **\$1,400**.

Construction Staking: Fees and compensation for construction staking surveying services are estimated at **\$2,200**. This phase of engineering services will only move forward with OWNER's written approval to proceed.

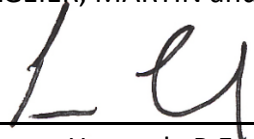
Resident Project Representation: ENGINEER will not provide a Resident Project Representative (RPR) during the construction phase.

Distribution of compensation between the respective engineering services described herein may be altered as necessary to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

ACKNOWLEDGMENTS AND AUTHORIZATION

IN WITNESS WHEREOF, City of Willard, Missouri as OWNER by Wes Young, City Administrator, and Allgeier, Martin and Associates, Inc., as ENGINEER by Thomas Hancock, P.E., Vice President, have caused this Agreement to be signed this ____ day of _____, 2025.

ALLGEIER, MARTIN and ASSOCIATES, INC.

By: 
Thomas Hancock, P.E., Vice President

AUTHORIZED AND AGREED TO:

City of Willard, Missouri
By: _____
Wes Young, City Administrator

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

RATE SCHEDULE
2023, 2024 and 2025

LABOR RATES

<u>Classification</u>	<u>Hourly Billing Rate</u>		
	01/01/2023	01/01/2024	01/01/2025
	thru <u>12/31/2023</u>	thru <u>12/31/2024</u>	thru <u>12/31/2025</u>
Principal/Engineer VI	\$271	\$281	\$293
Principal/Engineer V	\$241	\$250	\$261
Principal/Engineer IV	\$218	\$226	\$236
Principal/Engineer III	\$198	\$205	\$215
Project Manager/Engineer II	\$177	\$184	\$192
Project Manager/Engineer I	\$160	\$165	\$173
Technician IV	\$146	\$151	\$158
Technician III/GIS Specialist	\$146	\$151	\$158
Technician III	\$123	\$127	\$133
Technician II	\$109	\$112	\$118
Technician I	\$102	\$106	\$110
Two-Man GPS Survey Crew	\$205	\$212	\$222
One-Man GPS Survey Crew	\$160	\$165	\$173
Three-Man Survey Crew	\$230	\$238	\$248
Two-Man Survey Crew	\$172	\$178	\$186
Registered Land Surveyor II	\$190	\$196	\$205
Registered Land Surveyor I	\$164	\$170	\$177
Survey Crew Member	\$83	\$86	\$90
Right of Way Specialist	\$126	\$131	\$137
Project Representative III	\$123	\$127	\$133
Project Representative II	\$109	\$112	\$118
Project Representative I	\$102	\$106	\$110
Secretary/Assistant	\$82	\$85	\$89
Print Specialist	\$82	\$85	\$89

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	\$0.70 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