

**WORK AUTHORIZATION NUMBER AMA-OC-WILL-24-002
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS WORK AUTHORIZATION AGREEMENT, made this ___ day of _____, 20___, 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 evaluate the feasibility of constructing a municipally owned wastewater treatment facility to assist in developing a long-term strategy to accommodate projected future growth and associated wastewater flows and loads; and

WHEREAS, the ENGINEER agrees to perform the various professional engineering services required to evaluate the feasibility of constructing a municipally owned wastewater treatment facility 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 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 engineering services for this Project will include preparation of an Antidegradation Review Report and Facility Plan conforming to Missouri Department of Natural Resources (MDNR) Rules and Regulations. Specifically, the project will include preparation of an Antidegradation Review Report conforming to the Missouri Antidegradation Rule and Implementation Procedure along with updating the Wastewater Engineering Report dated 11-15-2021 (Revised 1-26-2022) to comply with MDNR Facility Plan requirements for projects involving wastewater treatment facilities.

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

Feasibility Study Phase:

- Meet with OWNER’s representatives to clarify and fully define the OWNER’s requirements, expectations, and precise scope of work for the Project.
- Conduct field reconnaissance to determine potential receiving stream(s) and wastewater treatment facility site(s).
- Request Geohydrological Evaluation of potential receiving stream(s) by MDNR Division of Geology and Land Survey.

- Perform the anti-degradation review which is the process that establishes the design flow and evaluates at least 1 treatment technology that meets Water Quality Based Effluent Limits (WQBEL) and at least 3 treatment technologies that achieve better than those limits and then identify the most cost-effective treatment alternative.
- If water quality data for potential receiving stream(s) is not available, it will be assumed that significant degradation will occur and an analysis of non-degrading and less-degrading pollution control alternatives to achieve the highest statutory and regulatory requirements based on practicability, economic efficiency, affordability, and social and economic importance will be performed. Examples of non-degrading alternatives include land application and reuse. Examples of less-degrading alternatives include regional treatment, alternative discharge locations, and installation of additional biological/physical/chemical treatment processes that provide higher levels of treatment (i.e. nutrient removal, tertiary filtration, and disinfection).
- Prepare Antidegradation Review Report Summarizing all Findings, Conclusions, Recommendations & Cost Estimates.
- Update the previous Wastewater Engineering Report as necessary to comply with MDNR Facility Plan Requirements for wastewater treatment facilities.
- Attend up to 3 in-person meetings to, 1) present the Antidegradation Review Findings and draft Facility Plan to City staff, 2) seek public input on any proposed wastewater treatment works, and, if desired, 3) present to the City Council. Progress meetings will be held, as needed or on request, through a virtual venue.
- Submit the Antidegradation Review Report (\$1,000 MDNR review fee by Owner) and Final Facility Plan to MDNR for their review and approval. Address any MDNR review comments as necessary.

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 objectives and constraints, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 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 the Antidegradation Review Report and Final Facility Plan shall be completed and submitted to OWNER within nine (9) months 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 2025 Rate Schedule attached hereto, with a total compensation not-to-exceed **\$92,500.00**.

ACKNOWLEDGMENTS AND AUTHORIZATION

IN WITNESS WHEREOF, City of Willard, Missouri as OWNER by Troy Smith, Mayor, 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 _____, 20__.

ALLGEIER, MARTIN and ASSOCIATES, INC.

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

AUTHORIZED AND AGREED TO:

City of Willard, Missouri
By: _____
Troy Smith, Mayor

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	\$0.67 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