CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Olsson Associates DBA: Joplin Joint Engineering Team Address: 702 S. Main Joplin, Missouri 64801	
Attention: Nick Heatherly, PE, CFM Troy Bolander		Attention: Clayton Cristy, PE, CFM Jack Schaller, PE	
Department: Public Works Planning, Development and Neighborhood Services		Phone: 417-781-0643	Fax: 417-781-4714
Phone: 417-624-0820	Fax: 417-625-4738	Amendment 1, Additional Trails	

AMENDMENT 1 TO WORK AUTHORIZATION NUMBER JET CDBG DR-1 TRAIL
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A Clarification of Services JET CDBG DR-1 Trail Amendment 1***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A Clarification of Services JET CDBG DR-1 Trail Amendment 1*** , provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A Clarification of Services JET CDBG DR-1 Trail Amendment 1***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A Clarification of Services JET CDBG DR-1 Trail Amendment 1***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A Clarification of Services JET CDBG DR-1 Trail Amendment 1***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this AMENDMENT 1 TO Work Authorization Number JET CDBG DR-1 TRAIL exceed the sum of TWENTY **NINE** THOUSAND Dollars ($29,000.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

All policies except for the professional liability policy shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00 on both a per-claim and an aggregate basis. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Olsson Associates DBA: Joplin Joint Eng. Team

By: Ronald L. Mersch

Printed Name: Ronald Mersch

Title: Office Leader

Date: 11/29/16

By: Clayton Cristy

Printed Name: Clayton Cristy

Title: Office Manager

Date: 11/29/16

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

By: _____

Troy Bolander

Planning, Development and Neighborhood Services

Date: _____

EXHIBIT A
CLARIFICATION OF SERVICES
JET CDBG DR-1 TRAIL AMENDMENT 1

The following Clarification of Services, Assumptions, and Exclusions is an Amendment to Work Authorization Number JET CDBG DR-1 TRAIL executed originally on 1-28-16.

A. PROJECT DEFINITION: MOHASKA TRAIL PROJECT

Mohaska Trail Project includes the addition of a trial that connects Cunningham Park to Mercy Park, then to Mohaska Park, then up to 26th Street, and finally over to Main Street. The trail generally runs along 26th, down St Johns, across 28th Street, over to Jackson, along old Mohaska Road right of way, over to Pearl, up to 26th Street, and across to Main. Included as well is a connection from 28th Street to 32nd Street along Old St Johns Blvd. The trial would be a minimum of 10 feet wide to provide space for pedestrians and Bicyclists.

The scope of work for this project as included in this partial action plan can generally be described as follows (for more detail reference Engineering Services Agreement and this Exhibit):

- Final Plan Preparation;
- Bidding;
- Utility Coordination;
- Construction Observation;
- Construction Administration;
- Surveying Services;
- Materials testing;

Since the approval of the original design contract, other connections that require additional services from the engineering team have been identified. They include a connection of the trail from Cunningham Park to the intersection of 26th and Main, which will require survey, retaining wall design, vegetation considerations, plan preparation and design, and utility coordination. A connection from the intersection of Old St Johns Blvd and Old 32nd Street to the intersection of Old 32nd Street and Maiden Lane, which will require survey, property negotiation, environmental adjustments, plan preparation and design, and utility coordination. And a connection from Mercy Park to the new Early Childhood Center, which will require project coordination, field survey, property negotiation, environmental adjustments, plan preparation and design, and utility coordination. The work needed to complete these connections from the engineering team is detailed in the following scope.

B. CLARIFICATION OF SERVICES – CUNNINGHAM PARK CONNECTOR

This connector would connect the parking lot along 26th over to the intersection of 26th and Maiden Lane, which would encourage users of the facility to utilize the signal to cross 26th street, thus providing a direct connection between the parking in Cunningham Park and the trail around Mercy Park. The additional services include

1. Engineering Survey provides topographic engineering survey for the length of the project to

facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.

a. Property Boundary Survey/Right-of-way Survey/Easements
   Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of- way plans.
b. Right-of-way and Easement Description Preparation Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.

2. **Retaining Wall Design:** Provide design needed for the construction of a retaining wall less than 10', which will make the trail ADA compliant.

3. **Vegetation Consideration:** The engineering team understands the significance and importance of the trees located within Cunningham Park. With that the design will identify the trees and will work to reduce the impact on the trees.

4. **Plan Preparation and design for Bidding:** Review, finalize, and incorporate final revisions to Drawings and Specifications, other Construction Contract Documents, Right of Way Documents, Utility Coordination Documents, bidding-related documents, and the most recent opinion of probable Construction Cost, after review of final plans and contract documents by the Owner.

5. **Utility Coordination:** The JET team will perform continued utility coordination efforts associated with the project. These services will include a review of the utility prepared relocation drawings and coordination with the construction plans, coordination of construction related issues, and coordination with utility companies related to ongoing right of way acquisition efforts. Should services beyond this allowance be required JET will prepare a supplemental agreement.

C. PROJECT ASSUMPTIONS

1. Fees can be shifted between phases and tasks.
2. The City will issue notice to proceed after City Council Approval.
3. Plan reviews to be completed by City after City Council Approval.
4. The project is being combined into one bid package with CDBG-DR-1 Mohaska Trail Improvements and the work is expected to be completed by one general contractor.
5. The estimated construction period for the portion of work detailed in the Mohaska Trail design will be completed in 6 construction months. If the project is put on hold, then addition fees may be incurred due to project delays or extensions.
6. The consultant shall complete the scope of services within approximately 6 months once construction on any portion of the design has commenced regardless of the overall construction schedule for the CDBG-DR-1 Mohaska Trail Improvements.
7. Parks department shall assist with coordination of equipment relocation.
8. Utility relocation shall be completed by the respective utility company.
9. The land disturbance permit and SWPPP will be handled under the City's operating permit. The

contractor shall be responsible for maintaining and updating the SWPPP. Furthermore, the contractor is responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMPs as set for in the SWPPP to meet all applicable city, state, and federal laws.

10. Construction Testing Services:
    a. Our fees are based on providing 1 part time inspector for the project. Should additional inspectors be required, a supplemental agreement will be prepared.
    b. We have estimated that these projects will require the utilization of construction observation and materials testing personnel over a 3 month time period. Should the projects be timed in a manner requiring the Jet Team to provide observation and testing personnel for more than 3 months, a supplemental agreement will be required.

D. EXCLUSIONS

1. Right of Way monumentation
2. Record drawings will be provided based on contractor provided markups. No post-construction survey will be completed.
3. Utility design, including waterline, sanitary sewer, gas, fiber optic, and electric design.
4. Contractor certifications
5. Subcontractor certifications, if applicable
6. All services not specifically listed are assumed to be excluded

Appendix A
Total Project Fee

Trail Project
Based on 2016 Rates

Task No.	Task Description	Fee Estimate
1	Project Management	$ 8,400
2	Public Involvement / Communication Plan	$ -
3	Conceptual Phase	$ 600
4	Survey	$ 3,300
6	Utility Coordination	$ 800
7	Environmental/Historical Review	$ -
8	Preliminary Design Phase (30 percent plans)	$ 3,000
9	Right of Way Plan Phase (60 percent plans)	$ 3,100
10	Permits	$ -
11	Final Design Phase (100 percent plans)	$ 4,200
12	Bidding Phase	$ 400
13	Construction Administration	$ 1,700
14	Construction Inspection (Assume 6% of Project Cost)	$ 3,400
	Expenses	$ 100
	Total Project Cost (Not Including Construction Inspection)	**$ 25,600**
	Total Project Cost (Including Construction Inspection)	**$ 29,000**

Billing Rate Table
Joplin CDBG PAP 7-1

Classifications	2016	2017	2018
Design Services			
Principal in Charge	$255.00	$262.65	$270.53
Program Manager	$185.00	$190.55	$196.27
Client Manager	$180.00	$185.40	$190.96
Senior Engineer	$171.00	$176.13	$181.41
Senior Project Engineer	$155.00	$159.65	$164.44
Project Engineer	$132.00	$135.96	$140.04
Associate Engineer	$116.00	$119.48	$123.06
Assistant Engineer	$96.00	$98.88	$101.85
Senior Landscape Architect	$150.00	$154.50	$159.14
Project Landscape Architect	$110.00	$113.30	$116.70
Design Associate	$107.00	$110.21	$113.52
Senior Technician	$86.00	$88.58	$91.24
Associate Technician	$72.00	$74.16	$76.38
Assistant Technician	$61.00	$62.83	$64.71
Student Technician	$61.00	$62.83	$64.71
Field Services			
Senior Surveyor	$148.00	$152.44	$157.01
Surveyor	$92.00	$94.76	$97.60
Survey 1-Man Crew	$120.00	$120.00	$120.00
Survey 2-Man Crew	$150.00	$150.00	$150.00
Senior Scientist	$148.00	$152.44	$157.01
Project Scientist	$112.00	$115.36	$118.82
Associate Scientist	$90.00	$92.70	$95.48
Certified Welder Inspector	$100.00	$103.00	$106.09
ICC Welding Inspector	$100.00	$103.00	$106.09
Bolting Inspector	$100.00	$103.00	$106.09
Standby Time	$100.00	$103.00	$106.09
Steel Technician	$100.00	$103.00	$106.09
Steel Technician Standby	$100.00	$103.00	$106.09
Steel Technician Overtime	$150.00	$154.50	$159.14
Steel Technician Re-Observation	$100.00	$103.00	$106.09
Steel Technician Re-Observation OT	$150.00	$154.50	$159.14
NDT Level II Technician	$110.00	$113.30	$116.70
NDT Level II Standby	$110.00	$113.30	$116.70
NDT Level II Double Time	$220.00	$226.60	$233.40

Classifications (cont.)	**2016**	**2017**	**2018**
NDT Level III Technician	$285.00	$293.55	$302.36
NDT Technician Overtime	$165.00	$169.95	$175.05
NDT 2 Man Crew	$170.00	$175.10	$180.35
NDT 2 Man Crew Re-Observation	$170.00	$175.10	$180.35
NDT 2-Man Crew Overtime	$255.00	$262.65	$270.53
NDT 2-Man Crew Double Time	$340.00	$350.20	$360.71
NDT 3 Man Crew - A (1 Level II)	$235.00	$242.05	$249.31
NDT 3-Man Crew - A (1 Level II) Overtime	$352.50	$363.08	$373.97
NDT 3 Man Crew - B (2 Level II)	$290.00	$298.70	$307.66
NDT 3-Man Crew - B (2 Level II) Overtime	$435.00	$448.05	$461.49
NDT Support Crew	$60.00	$61.80	$63.65
Technician	$60.00	$61.80	$63.65
Technician Re-Observation	$60.00	$61.80	$63.65
Technician Standby	$60.00	$61.80	$63.65
Technician – Overtime	$90.00	$92.70	$95.48
Senior Technician	$70.00	$72.10	$74.26
Senior Technician Re-Observation	$70.00	$72.10	$74.26
Senior Technician Standby	$70.00	$72.10	$74.26
Senior Technician – Overtime	$105.00	$108.15	$111.39
NACE Inspection	$100.00	$103.00	$106.09
NACE Inspection Overtime	$150.00	$154.50	$159.14
SWPPP Inspections	$85.00	$87.55	$90.18
Administrative Services			
Administrative Coordinator	$80.00	$82.40	$84.87
Administrative Assistant	$66.00	$67.98	$70.02
Network Systems Administrator	$97.00	$99.91	$102.91
Secretarial	$52.00	$53.56	$55.17

CJW
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www.GoCJW.com

	Hourly Rates		
Staff Classification	2016	2017	2018
Principal	$162.00	$167.00	$172.00
Senior Engineer	$143.00	$147.00	$151.00
Project Engineer	$101.00	$104.00	$107.00
Engineer Intern	$69.00	$71.00	$73.00
Project Manager	$79.00	$81.00	$83.00
Inspector	$79.00	$81.00	$83.00
Senior Designer	$79.00	$81.00	$83.00
Senior Designer II	$74.00	$76.00	$78.00
Survey Manager / PLS	$83.00	$85.00	$88.00
Survey Crew Chief	$69.00	$71.00	$73.00
Survey Crew Member	$57.00	$59.00	$61.00
2 Person Survey Crew	$126.00	$130.00	$134.00
3 Person Survey Crew	$181.00	$186.00	$192.00
4 Person Survey Crew	$238.00	$245.00	$252.00
Traffic Data Collector	$27.00	$28.00	$29.00
Engineering Technician	$59.00	$61.00	$63.00
Administrator	$32.00	$33.00	$34.00
Clerical	$27.00	$28.00	$29.00

Vehicle	Per Federal Rate	
Copies	$0.10	each
Blueprints	$0.50	SQFT
Real Time GPS Equipment	$250.00	per day
Robotic Prism less Instrument	$195.00	per day