CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 1027 S. Main Street, Ste. 503 Joplin, MO 64801	
Attention: Jeremy Hagerman		Attention: Shaun McConnaughey, PE	
Department: Engineering		Phone: 417.627.5551	Email: smcconnaughey@olsson.com
Phone: 417.624.0280	Fax:	Construction Observation	

AMENDMENT __3__ TO WORK AUTHORIZATION NUMBER _OLS-OC20-04-P1_

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***.

2. **Addition to Services**. The City of Joplin may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, 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 the 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***.

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 always keep track of the number of hours billable under this contract; and any work more than 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***, 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***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number **OLS-OC20-04-P1** exceed the sum of _Two Hundred Sixty Thousand_ Dollars ($_260,000.00_).

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 modification or cancellation 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

Such policies 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, 2024, 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 Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) 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 attorney's 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 Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) 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. 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. Inc.

By: _____

Printed Name: Shaun McConnaughey, PE

Title: Water/Wastewater Group Leader

Date: December 16, 2024

By: _____

Printed Name: Jeff Edson

Title: Construction Sr. Team Leader

Date: December 16, 2024

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

EXHIBIT A

The ENGINEER agrees to perform Construction Services associated with the construction of the Glendale Parallel Interceptor Lower Reach project. Our understanding for the project is based on the ENGINEER providing Construction Services consisting of Administration and Observation to assist in the construction of the drainage improvement project in Joplin, MO.

In the performance of these services, ENGINEER shall not have authority or responsibility to supervise, direct, or control the CONTRACTOR'S work or the CONTRACTOR'S means, methods, techniques, sequences, or procedures of construction. ENGINEER shall not have authority or responsibility for safety precautions and programs incident to the CONTRACTOR'S work or for any failure of the CONTRACTOR to comply with laws, regulations, rules, ordinances, codes or orders applicable to the CONTRACTOR furnishing and performing the work. Specific services to be performed by ENGINEER are as follows:

TASK 1 – CONSTRUCTION OBSERVATION

ENGINEER shall furnish a full-time Resident Project Representative (RPR), assistants and other field staff to assist the Project Manager in observing performance of the work of CONTRACTOR during the 345 calendar days (238 working days) construction period beginning on January 6, 2025.

The basis of this proposal assumes 8 hours per day, 5 days per week for 238 working days. For projects requiring full time observation, full time hours will be billed at an hourly rate, overtime hours will be billed at time and a half.

Specific services to be performed by ENGINEER are as follows:

a. Schedules

Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

b. Conferences and Meetings

Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

c. Liaison

Serve as OWNER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

d. Shop Drawings and Samples

Record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

e. Review of Work, Observations and Tests

Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents. Report to OWNER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the

requirements of any inspection, test or approval required to be made; and advise OWNER of Work that RPR believes should be corrected, or should be uncovered for observation, or requires special testing, inspection or approval. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

f. Interpretation of Contract Documents
Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

g. Modifications
Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

h. Records
Maintain records at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER’s clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents. Keep a diary or logbook, recording CONTRACTOR activities on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to OWNER.

i. Reports
Furnish ENGINEER and OWNER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders. Report to ENGINEER and OWNER upon the occurrence of any accident.

j. Payment Requests
Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to OWNER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the work.

k. Completion
Before ENGINEER issues a Certificate of Substantial completion, submit to CONTRACTOR a list of observed items requiring completion or correction. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

Glendale Parallel Interceptor -- Lower Reach

CIty of Joplin

Estimate of Fee & Hourly Rate Calculation

Construction Management/Construction Inspection Services

olsson

	Employee Type	Hourly Rate	Estimated Hours	Extension
Pre-Construction Phase				
Pre-Construction Review of Plans, Quantities & Specs	Lead Construction Rep	$ 110.00	0	$ -
	Project Manager	$ 195.00	0	$ -
Pre-Construction Meeting & Meeting Prep	Lead Construction Rep	$ 110.00	2	$ 220.00
	Project Manager	$ 195.00	2	$ 390.00
Project Documentation Set-up	Lead Construction Rep	$ 110.00	4	$ 440.00
(Field Documentation, Software, Project Files)	Project Manager	$ 195.00	0	$ -
		Phase Totals	**8**	**$ 1,050.00**
Construction Phases				
(01/06/2025 to 12/16/2025) (345 Calendar Days & Assume 238 Working Days)				
Inspection & Documentation, Coordination, RFI, Pay Apps, Change Orders, etc.	Lead Construction Rep	$ 110.00	1904	$ 209,440.00
	Lead Construction Rep OT	$ 165.00	0	$ -
Clerical Admin	Project Admin	$ 75.00	45	$ 3,375.00
Project Management & Support During Construction	Project Manager	$ 195.00	125	$ 24,470.00
Construction Materials Testing	See Attached			$ -
		Phase Totals	**2049**	**$ 237,285.00**
Post-Construction Phase				
Final Paperwork	Lead Construction Rep	$ 110.00	16	$ 1,760.00
Punch List	Project Manager	$ 195.00	4	$ 780.00
		Phase Totals	**20**	**$ 2,540.00**
		TOTAL DIRECT LABOR	**2077**	**$ 240,875.00**
Expenses				
Trip Charge (per site visit)		$ 85.00	225	$ 19,125.00
		TOTAL EXPENSES & CONSULTANTS		**$ 19,125.00**
ESTIMATED NOT TO EXCEED LABOR, EXPENSES & SUBCONSULTANT				**$ 260,000.00**