CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-117 – approving an Agreement and Work Authorization with CJW Transportation Consultants, LLC (CJW) for professional engineering consulting services for the Joplin Signal System Study.

MEETING DATE
March 21, 2022

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Council Bill 2022-117, Agreement, Work Authorization, Score Sheet

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve a work authorization with CJW in the not to exceed amount of One Hundred Ten Thousand One Hundred Fifty-One and 00/100 dollars ($110,151.00) for professional engineering consulting services for the Joplin Signal System Study.

BACKGROUND
The City of Joplin owns and operates more than 50 signalized intersections. The City has a comprehensive study of these signalized intersection performed approximately every ten years with the last study being done in 2009. City staff prepared a Request for Qualifications (RFQ) for professional engineering services to provide an updated Traffic Signal System Study and was advertised on January 29th, with Statements of Qualifications from interested consultants due on February 17th. The City received three responses to the RFQ. The qualification statements received were reviewed and scored by a team of City staff. Based on the scoring, CJW was selected to perform the Traffic Signal System Study. A scoping meeting was held with CJW to determine the scope of work to be included in this agreement.

The study includes in its scope of work items such as cataloging existing equipment, analyzing and recommending signal timing plans, and recommendations for signal projects. Additionally, the consultant is to review the duties of the City's Signal Technician position. The consultant will also be performing a cost benefit analysis in regard to the ownership of streetlights within the City. Come of the project recommendations from the consultant may be incorporated into the Capital Improvements Program Masterplan.

FUNDING SOURCE
These payments are included in the FY 2021-22 budget of the Capital Improvement Sales Tax.

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

Joplin Traffic Signal Sytem Study RFQ Scoring

	Max Score	Scorer	CJW	Olsson	Bartlett & West
Concept and Responsiveness to City's Request. Responsiveness of the written response in clearly stating an understanding of the work to be performed as outlined in the scope of service.	**20**	1	17	18	18
		2	18	18	18
		3	19	18	18
		4	19	19	18
		5	18	20	17
		Subtotal	**18.20**	**18.60**	**17.80**
Consultant's Relevant Experience. The Firm's overall experience with similar projects.	**20**	1	18	19	18
		2	17	18	16
		3	20	18	16
		4	19	18	18
		5	19	20	17
		Subtotal	**18.60**	**18.60**	**17.00**
Project Team - Qualifications of staff to be assigned, education, position in firm and years experience will be considered.	**20**	1	19	18	18
		2	18	17	18
		3	19	18	18
		4	18	19	18
		5	20	20	19
		Subtotal	**18.80**	**18.40**	**18.20**
Approach - Accessibility to client, familiarity with the area, proximity to the client, client/consultant relationship and general approach to project.	**40**	1	34	35	36
		2	32	33	35
		3	38	36	34
		4	36	36	33
		5	40	38	35
		Subtotal	**36.00**	**35.60**	**34.60**
		Score	**91.60**	**91.20**	**87.60**

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: CJW Transportation Consultants, LLC Address: 5051 S. National, Ste. 7A Springfield, MO 65810	
Attention: Dakota Rusk		Attention: Dane Seiler, PE	
Department: Public Works – Engineering		Phone: 417-889-3400	Fax: 417-889-3402
Phone: 417-624-0820 ext. 1598	Fax: 417-625-4738	Joplin Traffic Signal System Study	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, 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. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

2. **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*** of any executed Work Authorization.

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual

relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Engineer shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Engineer from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination.** The Engineer agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**: The Engineer shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

12. **Compliance with Laws**. Engineer agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Engineer affirmatively states that payment of all local, state, and federal taxes and assessments owed by Engineer is current.

13. **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Engineer is associated with a business entity, Engineer shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. **Nonresident/Foreign Contractors**. The Engineer shall procure and maintain during the life of this contract:

a. If the Engineer is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

15. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **City Benefits**. The Engineer shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

17. **Liability and Indemnity**. The parties mutually agree to the following:

a. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

b. The Engineer shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

c. In no event shall the City be liable to the Engineer for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. **Notices**. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20. **Jurisdiction**. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **Entire Agreement**. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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:

CJW Transportation Consultants LLC

By: _____

Printed Name: Dane Soucier

Title: President

Date: 3/14/22

CITY OF JOPLIN, MISSOURI

By: _____

Dan Johnson, P.E.
Public Works Director

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: CJW Transportation Consultants, LLC Address: 5051 S. National, Ste. 7A Springfield, MO 65810	
Attention: Dakota Rusk		Attention: Dane Seiler, PE	
Department: Public Works – Engineering		Phone: 417-889-3400	Fax: 417-889-3402
Phone: 417-624-0820 ext. 1598	Fax: 417-625-4738	Joplin Signal System Assessment	

WORK AUTHORIZATION NUMBER CJW-Signal-2022
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 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 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***, 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 compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number CJW-Signal-2022 exceed the sum of One Hundred Ten Thousand One Hundred Fifty-One and 00/100 Dollars ($110,151.00).

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, 2022, 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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 Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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: CJW Transportation LLC

By: _____

Printed Name: Dane Sotelo

Title: President

Date: 3/14/22

CITY OF JOPLIN, MISSOURI

By: _____

Dan Johnson, P.E.
Interim Public Works Director

Date: _____

CJW
Providing Transportation and Engineering Solutions

5051 S. National, Ste. 7A
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

March 9, 2022

Dakota Rusk,
City of Joplin
602 S Main Street
Joplin, Missouri 64801

RE: Request for Proposal, Joplin Signal System Assessment

Dear Mr. Rusk,

CJW Transportation Consultants, LLC has thoroughly reviewed your request to provide signal system assessment, signal timing, lighting review, and operational analysis services for the Joplin Signal System. Please see attached proposal for your review and approval.

If you have questions and need additional information, let me know.

Sincerely,

Dane Seiler, P.E., PTOE
President
CJW Transportation Consultants, LLC

This is **Attachment A**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Engineer's Services

The Joplin Signal System Review project will consist of the review of all signals within the city of Joplin. That review will include a documenting and assessing the current signal equipment in the field. In addition signal timing will be reviewed for each intersection as a part of the project. New signal timing plans will also be developed and implemented throughout the city. Additional work items include providing an analysis of the current duties of the signal technician, evaluating staffing signal maintenance staffing levels, and a benefit cost analysis of the streetlights. The Engineer will serve as an extension of City staff to provide assistance in the delivery of the project designated as "Joplin Signal System Review" hereinafter referred to as the PROJECT.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

1. Engineer will provide project management for engineering tasks, including development of a detailed milestone schedule all phases of the PROEJCT including meeting dates, deliverable dates and procurement milestones for inclusion in RFQ/RFP documents with post-proposal and construction administration management

2. Engineer will provide monthly project updates describing completed and upcoming tasks, including distribution of a regular look ahead calendar of tasks.

3. Engineer will prepare monthly reporting on budget, status, pending changes, and schedule.

Project Records & Administration

1. Engineer will maintain a record of project documents, meetings, correspondence, comments, and other pertinent material throughout the course of the project. The materials shall be assimilated into an electronic Project Record at the completion of the project. The Project Record will include editable copies of raw material, such as AutoCAD and Word files for the project deliverables

Quality Management

1. Engineer will provide quality assurance to develop and evaluate project delivery process and discipline collaboration throughout all phases of the PROJECT.

Project Scheduling

1. Engineer will provide and maintain scheduling for all phases of the PROJECT.

Project Coordination

1. The Engineer's Project Manager or designee will coordinate work activities with the City's Project Manager and others.

2. The Engineer's Project Manager or designee will coordinate daily work activities of the subcontractors and provide oversight and overall project management.

3. The Engineer's Project Manager or designee will participate in a biweekly teleconference or video conference to keep the City's Project Manager abreast of the progress. The meeting should last 30 minutes to an hour on average. The frequency of the meeting will be expected for the first four (4) months of this PROJECT. Meeting frequencies may be adjusted at any time as the City's Project Manager deems necessary.

TASK 1.0 Signal System Data Collection

1.1. Kick off Meeting

The Consultant shall organize and conduct a kick off meeting for the project. The meeting will involve all necessary City and Engineer personnel for the completion of the project. The Engineer shall provide an agenda for the meeting.

1.2. Coordination with City GIS Personnel

The Consultant will coordinate with City GIS personnel on the type of data required for input into the city of Joplin's GIS system. IT is anticipated that the Engineer will proved the data, and the city will input the data into the cities GIS system.

1.3. Establishment of Data to Collect

The Consultant shall establish a working list of items to be collected at each signalized intersection. This list shall include pertinent signal related items for the city. The list will be collaboration between the consultant, city staff, and standard practices. Data may include the following:

Signal controllers, supports, indications, detection, pedestrian facilities, all field data, signs, back plates, signal plans, timing plans.

1.4. Field Data Collection

The Consultant will provide data collection and field evaluation of each of the 55 traffic signals within the city of Joplin. The consultant will provide detailed information on each signal, and evaluate the signal based upon condition, ADA standards, and overall need. A field inspection should be conducted to identify any detectors, pushbuttons or other appurtenances that are not operational that could affect system operation. Included shall be a confirmation that internal controller clocks are synchronized (system parent and local clocks). A list of deficiencies will be provided to the maintaining agency identifying any problems. The consultant shall report to the maintaining agency, systems that show excessive clock drift during the inspection. The maintaining agency will consider this information to determine if physical system changes are required to prevent future clock drifting from affecting system operation.

1.5. Summarization of Data

All Data will be summarized for City use. Data will be summarized in spreadsheet format and coordinated with the use of the Cities GIS system.

1.6. Technical Report

1.7. Meeting updates

The Consultant will conduct periodic meetings throughout the project to update and coordinate with City Staff.

TASK 2.0 Signal Timing

2.1. Review of Timing

The consultant will utilize traffic modeling to provide a cursory review of the existing signal timing, reviewing the splits, and coordination factors for the timing.

2.2. Clearance Interval Review

The Consultant will review existing clearance intervals for consistency and comparison to the existing standards.

2.3. Traffic Modeling

The initial model shall include the correct minimum initials, vehicular clearance, pedestrian intervals, and aerial background image. With the model shall be an "Existing Geometrics and Signal Layout" diagrams including intersection phasing. This is a one page per intersection diagram with an aerial of the intersection showing the signal layout (and phase diagram).

The time of day models should use the highest volume hour. The time of day models should be complete with the various applicable local timing parameters including:

a. Min Initials;
b. Min Splits;
c. Pedestrian Intervals;
d. Yellow Time;
e. Red Time;
f. Vehicle Extension/Min Gaps

The specific tasks related to modeling are:

Field Work - shall be performed, if necessary, to gather necessary model parameters, including basic geometrics, lane use, turn lane storage length, intersection widths (red calculation), pedestrian crossing widths, lane widths, intersection spacing, signal phasing, etc.

Model Creation - Shall consist of the physical creation of the Synchro 10 timing model using already gathered volume information and field work information. A base model should be created and submitted to for review/approval as described above. The consultant may at his/her discretion create the other timing plan models; however, they shall be revised accordingly based upon any comments received on the submitted base model. Models shall be created for each of the following timing plans with checkmarks:

- ☐ Weekday AM peak
- ☐ Weekday MID peak
- ☐ Weekday PM peak
- ☐ Weekday Off peak

Model Check/Calibration - shall consist, when necessary, of making vehicle and driver parameter changes to ensure the model accurately represents real-world conditions.

Timing Table Creation- shall consist of making easily readable timing tables for use in the field (or via download) to program controllers with optimized timing plans. Existing controller timings will be provided at each intersection, if requested, such timings should then be summarized into the spreadsheet for ease of reviews and to compare existing to proposed timing. Included shall be cycle lengths, splits, offsets, local timing parameters (min, max, recalls, yellow, red, ped timing, memory settings, etc). Also included shall be plan transition times (time when a plan is scheduled to begin).

Note: The implementation of a new timing plan (plan transition time) should normally occur at least a half hour prior to when it is needed. The implementation of a new timing plan can cause a lack of coordination for 2-4 cycle lengths, so this disruption should be completed prior to the onset of peak hours.

2.4. Field Implementation

The maintaining agency or an equipment vendor will install the new timing plans. Consultant should review installed timings via database print outs and/or field checks to insure they are correct in the controller.

2.5. Field Refinement

The consultant shall make field observations of implemented, optimized signal timings. The recommended timing adjustments shall be submitted to the maintaining agency for approval. The maintaining agency or an equipment vendor will install the recommended timing adjustments.

TASK 3.0 Future Needs Analysis

The Consultant will look and the overall needs of the city signal system and evaluate any capital projects to improve the signal system including evaluating central software, interconnect, and operational needs. In addition the consultant will review the need for upgrades to additional signals providing the city with a list of anticipated projects with budgets for inclusion on the CIP project list. The consultant will provide a detail report that will include a summer of Task 4.0 and Task 5.0.

TASK 4.0 Review of Signal Technician Duties

The Consultant will provide an analysis of Signal Technician duties. In addition to identifying any needed duties, the consultant will also provide a staffing level analysis for maintenance of the city signal system.

TASK 5.0 Streetlight Analysis

The Consultant will analyze the current ownership and operation of the streetlights within the city of Joplin. The Consultant will coordinate the data for their analyses with the city of Joplin, and Liberty utilities. With the assistance of the city, the consultant will analyze various ownership scenarios of the street lights

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner.

Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

Furnishing services of Consultants for other than Basic Services.

Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A3.01 *Exclusions and Assumptions*

Exclusions:

Assumptions:

City of Joplin will provide existing signal timing plans

Traffic Count Data will be provided by the City of Joplin

Subject:	Engineering Design Fee Estimate City of Joplin, Missouri Joplin, Missouri Signal System Review			
By:	CJW	Date:	3/9/2022	Sheet:
CJW No.	21100			1 of 2

MAN-HOURS and FEE ESTIMATE

		Project Principal	Senior Engineer	Project Engineer	Engineer Intern	Senior Designer	Signal Tech	Field Inspector	Office Administrator	Hours	Cost
	Hourly rate =	$170.00	$150.00	$108.00	$79.00	$83.00	$100.00	$65.00	$32.00	Total	total
Joplin Signal System Review											
Task 1.0 Signal System Data Collection											
Task 1.1	Kick off Meeting		2		2					4	$458
Task 1.2	Coordination with City GIS Personnel		2		32					34	$2,828
Task 1.3	Establishment of Data & Worksheet		2		12					14	$1,248
Task 1.4	Field Data Collection at 55 Locations		8		110					118	$9,890
Task 1.5	Summarization of Data		2		40					42	$3,460
Task 1.6	Technical Report and Findings		8		32					40	$3,728
Task 1.7	Meeting Updates		10		10					20	$2,290
Subtotal		**0**	**34**	**0**	**238**	**0**	**0**	**0**	**0**	**272**	**$23,902**
Task 2.0 Signal Timing											
Task 2.1	Cursory Review of Timing		60		40					100	$12,160
Task 2.2	Clearance Interval Analysis		8		40					48	$4,360
Task 2.3	Traffic Modeling		16		80					96	$8,720
Task 2.4	Field Implementation		60		60					120	$13,740
Task 2.5	Field Refinement		40		40					80	$9,160
Task 2.6	Signal Timing Development		16		60					76	$7,140
Subtotal		**0**	**200**	**0**	**320**	**0**	**0**	**0**	**0**	**520**	**$55,280**
Task 3.0 Future Needs Analysis											
Task 3.1	Evaluate Existing Conditions		16							16	$2,400
Task 3.2	Evaluate System Approach		16							16	$2,400
Task 3.3	Determine Signal Related CIP Projects		32							32	$4,800
Task 3.4	Provide a Cost for projects		8		24					32	$3,096
Task 3.5	Provide a detailed report on recommended		24		24					48	$5,496
Task 3.12	QA/QC		8							8	$1,200
Subtotal		**0**	**104**	**0**	**48**	**0**	**0**	**0**	**0**	**152**	**$19,392**
Task 4.0 Review Duties of Signal Technician											
Task 4.1	Review Current Duties of Signal tech		4				16			20	$2,200
Task 4.2	Review Staffing Need based upon workload		2				8			10	$1,100
Subtotal		**0**	**6**	**0**	**0**	**0**	**24**	**0**	**0**	**30**	**$3,300**
Task 5.0 Streetlight Analysis											
Task 5.1	Analyze Current Street Light Conditions		8		12					20	$2,148
Task 5.2	Review Future Streetlight scenarios		8		12					20	$2,148
Task 5.3	Develop a benefit cost analysis of scenarios		8		12					20	$2,148
Subtotal		**0**	**24**	**0**	**36**	**0**	**0**	**0**	**0**	**60**	**$6,444**

Subject:	**Engineering Design Fee Estimate** **#REF!** **#REF!** **#REF!**			
By:	#REF!	Date:	3/9/2022	Sheet:
CJW No.	21100			2 of 2

SUMMARY OF MAN-HOURS and FEE ESTIMATE

CJW Transportation Consultants, LLC

Task #		Hours	Cost
Task 1.0	Signal System Data Collection	272	$ 23,902
Task 2.0	Signal Timing	520	$ 55,280
Task 3.0	Future Needs Analysis	152	$ 19,392
Task 4.0	Review Duties of Signal Technician	30	$ 3,300
Task 5.0	Streetlight Analysis	60	$ 6,444
	Σ Hours =	1034	Σ Labor = **$ 108,318**

Direct Cost

Prints/ Copies						$250
Travel	2,800	Miles @	$0.566	/Mile		$1,583
					Reimbursable Total =	**$1,833**
					Total Estimated Fee =	**$110,151**

TOTAL FEE =	**$110,151**
TOTAL NOT TO EXCEED FEE =	**$110,151**



CJW
2022 Fee Schedule

Personnel Hourly Rates:	
Principal	$170.00
Senior Engineer	$150.00
Project Engineer	$108.00
Engineer Intern	$79.00
Inspector	$74.00
Senior Designer	$83.00
Senior Designer II	$78.00
Survey Manager / PLS	$88.00
Survey Crew Chief	$72.00
Survey Crew Member	$60.00
2 Person Survey Crew	$132.00
Traffic Data Collector	$30.00
Engineering Technician	$62.00
Administrator	$34.00
Clerical	$30.00

Expenses and Equipment Charges:	
Vehicle (3/4 ton or less)	$0.535/mile
Copies	$0.10/each
Blueprints	$0.50/sq. ft.
Real Time GPS Equipment	$250.00/day
Robotic Prism-Less Instrument	$195.00/day

Reimbursables: Travel Expenses, Outside Printing, Sub-Contractor Expenses

Overtime (Over 8 hours a day, 40 hours a week, Saturdays, Sundays, and Holidays):
1.5 times the hourly rate

CJWTRAN-01 KMCTAGGART

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurancenter 2901 Arizona Ave Joplin, MO 64804	CONTACT NAME: Kathleen McTaggart PHONE (A/C, No, Ext): (417) 623-7500 FAX (A/C, No): E-MAIL ADDRESS: kmctaggart@theinsurancenter.com
INSURED CJW Transportation Consultants, LLC 5051 S National, Ste 7A & 7B Springfield, MO 65810	INSURER A : CINCINNATI INSURANCE COMPANY 10677 INSURER B : Cincinnati Casualty Company 28665 INSURER C : Everest National Insurance Company 10120 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ECP0383831	4/22/2021	4/22/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ECP0383831	4/22/2021	4/22/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			ECP0383831	4/22/2021	4/22/2022	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EWC0383832	4/22/2021	4/22/2022	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Prof Liability			AAEP000081211	4/22/2021	4/22/2022	Occurrence	1,000,000
C	Prof Liability			AAEP000081211	4/22/2021	4/22/2022	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Joplin
602 S Main St
Joplin, MO 64801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kathy McTaggart

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COUNCIL BILL NO. 2022-117 ORDINANCE NO

AN ORDINANCE approving an Agreement and Work Authorization with CJW Transportation Consultants, LLC (CJW) in the not to exceed amount of One Hundred Ten Thousand One Hundred Fifty-One and 00/100 dollars ($110,151.00) for professional engineering consulting services for the Joplin Signal System Study; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the Agreement and Work Authorization with CJW in the not to exceed amount of One Hundred Ten Thousand One Hundred Fifty-One and 00/100 dollars ($110,151.00) for professional engineering consulting services for design and construction inspection services for the Joplin Signal System Study, a true and accurate copy of said work authorization being attached hereto and incorporated herein, be, and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached work authorization, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Capital Improvement Sales Tax fund.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2022 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2022-117

I hereby certify that a sufficient amount is available in the Capital Improvement Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance