CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 1027 S. Main, Ste 503 Joplin, MO 64801	
Attention: Chris Parker, PE		Attention: Shaun McConnaughey, PE	
Department: Public Works		Phone: 417.627.5551	Email: smcconnaughey@olsson.com
Phone: 417.624.0280	Fax:	Route 66 **Sewer Improvements**	

WORK AUTHORIZATION NUMBER _OLS-OC24-001____
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 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 compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number **_OLS-OC24-001_** exceed the sum of Two Hundred Two Thousand Five Hundred 00/100 Dollars ($202,500.00).

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 always maintain adequate insurance coverage 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 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 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: March 5, 2024

By: _____

Printed Name: Clayton Cristy, PE

Title: Sr. Project Manager

Date: March 5, 2024

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

Date: _____

SCOPE AND FEE
FOR PROFESSIONAL SERVICES

March 5, 2024

Chris Parker, P.E.
City of Joplin - Public Works
602 S. Main Street
Joplin, MO 64801

Re: **SCOPE AND FEE FOR PROFESSIONAL SERVICES**
7th Street Sanitary Sewer Relocation - Schifferdecker Ave to Range Line Rd.;
Joplin, Missouri

Dear Mr. Parker:

It is our understanding that City of Joplin ("Client") requests Olsson to perform the services described herein pursuant to the terms of a formal Agreement to be developed based on this Scope and Fee for Professional Services.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Approximately 4,000 linear feet of sanitary sewer within 7th Street (U.S. Rte. 66) located between S. Schifferdecker Ave and extending near the intersection of S. Range Line Road, will be relocated in consideration of planned MoDOT Roadway Improvements within the same area. The Client wishes to evaluate alternatives to relocating existing manholes outside of MoDOT Right-of-Way or near the edge of the proposed roadway. The Proposed Project shall be bid as an independent project utilizing the Clients' standard agreements.

Olsson shall provide the following services ("Scope of Services") to Client for the Project:

PHASE 100 - PROJECT MANAGEMENT AND COORDINATION

- Overall project management and meetings with internal and external team.
- Attendance at 4 meetings with the client throughout the project.

For Phase 100, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$38,200.00**.

PHASE 200 - SURVEY

TASK 201: SANITARY SEWER SURVEY DATA - $18,000

- Olsson will provide invert data for approximately 50 sanitary sewer manholes along 7th Street between Range Line Road and Schifferdecker Avenue. Horizontal locations and rim elevations will be verified utilizing the project control established for the MoDOT Jasper County Route 66 project.

TASK 202: TOPOGRAPHIC SURVEYS - $11,450

- Olsson will collect Topographic Survey data shall depict contours at a 1' vertical interval, all physical improvements including buildings, driveways, fencing, vegetation, and visible utilities, as well as underground utilities as located by Missouri One-Call system.
- Work shall be performed as needed and as requested by Olsson engineering staff for any areas not currently included within the available survey data for the roadway improvements project.

TASK 203: TRAFFIC CONTRAL - $10,500

- Olsson will utilize a subcontractor to provide traffic control for this project. The subcontractor will submit a traffic control plan to the City of Joplin and MoDOT for approval prior to the commencement of field work on this project.

For Phase 200, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$40,000.00**.

PHASE 300 – MANHOLE RELOCATION EVALUATION

- Olsson will evaluate the collected survey data to determine flowline elevations and direction of flow in order to further investigate different scenarios to move the existing manholes located in 7th Street outside of MoDOT Right-of-Way.

- Olsson shall evaluate two alternatives to each section of the system flowing east-west within the existing Right-of-Way and one alternative to each section flowing north-south with a manhole within the Right-of-Way.

- Olsson shall provide the Client with a Technical Memo evaluating the alternatives to each section with a probable construction cost associated with the relocation.

For Phase 300, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$46,300.00**.

PHASE 400 – GRAVITY SANITARY SEWER CONSTRUCTION PLANS

- Develop sanitary sewer construction plans to replace portions of the selected alternatives. Plans will assume all existing lateral service lines can continue service by gravity flow. Client shall provide Olsson with all available data showing the location and size of existing services.

- Develop project manual utilizing the City's Standard Construction Agreement utilizing local funds and Standard Construction Specifications for each phase of construction.

- Submit 60% and 90% plans to the Owner for review. Any revisions after each milestone, Olsson shall provide these services on an hourly basis, or enter a contract amendment to provide said services.

For Phase 400, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$65,000.00**.

PHASE 500 – BIDDING PHASE SERVICES

Olsson shall assist the Owner during bidding by providing the following services.

- Provide Owner with Advertisement for Bids to post on the City's website.
- Attend Pre-Bid Meeting for work.
- Answer any Bidder questions and provide addenda as required during advertisement period.
- Attend Bid Opening and provide the Owner with a Bid Tabulation of received bids.

For Phase 500, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$13,000.00**.

OPTIONAL ADDITIONAL SERVICES

- Utility Coordination
- Easement Acquisition
- Construction Phase Services

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

PHASE	NAME	FEE
100	PROJECT MANAGEMENT	$ 38,200.00
200	SURVEY	$ 40,000.00
300	MANHOLE RELOCATION EVALUATION	$ 46,300.00
400	GRAVITY SANITARY SEWER CONST. PLANS	$ 65,000.00
500	BIDDING PHASE SERVICES	$ 13,000.00
	TOTAL	**$ 202,500.00**

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: May 2024
Anticipated Plans Completion Date: May 2025

Olsson will endeavor to start its services on the Anticipated Start Date and to complete shovel ready plans on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

ASSUMPTIONS

- Budgeted fees can be moved between tasks if funds are available after the completion of certain tasks.
- Selected Relocation Improvements will not be incorporated into MoDOT Construction Plans.
- Relocation plans are estimated at 3,400 linear feet within the 7th Street ROW. Additional length may be considered additional services.
- The following are not included in the above-mentioned Fees:
    - Land Acquisition Services
    - Fees for Title Search, Appraisals and Permitting.
    - Utility relocation plans (if necessary).
    - Preparation of SWPPP documents.
    - Construction and Post-Construction Phase Services
    - Services not specifically listed are assumed to be excluded.