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

April 07, 2023

Dan Johnson, PE
City of Joplin
602 S Main Street
Joplin, Missouri 64801

RE: COJ – Pedestrian Safety Review

Dear Mr. Johnson,

CJW Transportation Consultants, LLC has thoroughly reviewed your request to provide a detailed Pedestrian Safety Review of the City of Joplin (COJ) area. Review will follow the FHWA SS4A Grant Component documents and will allow the COJ to self-certify the recommendations in their action plan and then apply for SS4A Supplemental Action Plan and/or SS4A Implementation Grant funds.

Please see the attached revised proposal for your review and approval. If you have questions or need additional information, let me know.

Sincerely,

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

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: **CJW Transportation Consultants, LLC** Address: 5051 S National Ave, Suite 7A Springfield, MO 65810	
Attention: Daniel Johnson, Director		Attention: Dane Seiler, President	
Department: Public Works		Phone: (417) 889-3400	Fax: (417) 889-3402
Phone: (417) 624-0820	Fax:		

WORK AUTHORIZATION NUMBER CJW-2023-001
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 CJW-2023-001 exceed the sum of Nineteen Thousand Six Hundred Fifty Two and no/100 Dollars ($ 19,652.00).

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, 2023, 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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: **CJW Transportation Consultants, LLC**

By: _____

Printed Name: Dane Seiler, P.E.

Title: President

Date: April 7, 2023

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

Date: _____

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 City of Joplin (COJ) – Pedestrian Safety Review will provide a working document designed to guide the COJ toward Zero Traffic Pedestrian Fatalities and Serious Traffic Pedestrian Injuries. The completed document will follow the requirements outlined in FHWA's SS4A Self-Certification Eligibility Worksheet and FHWA's SS4A Action Plan Components documents. The document will include all components necessary for the COJ to self-certify that this component of their comprehensive action plan meets those requirements and will allow them to apply for SS4A Supplemental Action Plan and Implementation Grant funds. The Engineer will serve as an extension of City staff to provide assistance in the delivery of the project designated as "COJ - Pedestrian Safety Review" hereinafter referred to as the PROJECT.

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

A1.01 ***Basic Services***

PART 1 – BASIC SERVICES

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

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

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

Project Records & Administration

1. The Engineer will maintain a record of project documents, meetings, correspondence, comments, and other pertinent material throughout the life 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. The Engineer will provide quality assurance to develop and evaluate project delivery process and discipline collaboration throughout all phases of the PROJECT.

Project Scheduling

1.1 The Engineer will provide and maintain scheduling updates for all phases of the PROJECT.

Project Coordination

1.3 The Engineer's Project Manager or designee will coordinate work activities with the COJ's Project Manager and other key stakeholders.

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

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

TASK 1.0 Development of Advisory Committee

1.1 Kick off Meeting

The Engineer 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. The purpose of the kick off meeting is to discuss the overall project, outline guidance on moving forward, and establish which individuals will represent the City at future meetings, and to develop a steering committee, task force, implementation group, or similar body to oversee the document's development, implementation, and monitoring. This group will be identified as the Stakeholder's Committee. CJW anticipates this will consist of one (1) meeting with the City staff.

1.2 Leadership Commitment

City's Public Commitment to an Eventual Goal of Zero roadway pedestrian fatalities and serious injuries. A high-ranking individual and/or governing body must publicly commit to this goal. The Engineer will coordinate with City personnel to develop an ordinance/proclamation/resolution detailing their commitment to eliminating roadway fatalities and serious injuries within the COJ coverage area. The high-ranking individual and/or governing body should be identified at the kick off meeting.

TASK 2.0 Data

2.1 Pedestrian Ordinance Review

The Engineer will work with COJ to hold stakeholder meetings, review pedestrian injury data, and review existing ordinances as they pertain to pedestrian safety. The Stakeholder group will be established to help develop strategies to address pedestrian safety.

2.2 Crash Data for Analysis

The Engineer will work with COJ on combining data from all resources to show the collective number of serious injuries and fatalities within the City of Joplin. The data will be analyzed and provided in both number and rate by route and any other distribution region as defined by the advisory committee. A Stakeholder's group should be established as part of this process to determine who will help develop suggested mitigation strategies for the crash types as they are identified.

2.3 Safety Analysis

All pedestrian crash data will be analyzed and provided in both number and rate by route and any other distribution region as defined by the advisory committee. Intersections will be analyzed for high number of crashes, severity of crashes, type of crashes, contributing circumstances, etc. The data will be used to develop a baseline level of crashes, crash type, and crash circumstance.

2.4 Geospatial Reporting

Hot spots will be identified by systemic and specific safety needs and used to develop high-risk road features, specific safety needs of relevant road users, and geospatial identification will be used to identify these locations.

2.5 Summarization of Data

All Data will be summarized for City use in a spreadsheet format for export into the City's GIS system.

2.6 Technical Report

A technical report will be developed to articulate the findings of the data analysis. This report will be used in public meetings and with the advisory committee to develop strategies to address the described issues.

2.7 Meetings

The Engineer will conduct periodic meetings throughout the data collection and analysis portion of the project to update and coordinate with City staff. CJW anticipates it will take eight (4) meetings with the Advisory Committee to accomplish this task.

TASK 3.0 Stakeholders Committee

3.1 Review of Technical Report and Development of Projects

The Engineer will use the information compiled in the Data Task to begin developing recommended strategies and countermeasures to reduce fatal and serious injury pedestrian crashes. Representatives from the public sector, private sector, and community groups will be included in this process.

3.2 Engagement, Collaboration, and Coordination of Stakeholders

Incorporation of information received and suggested strategies and countermeasures will be incorporated into the document. Collaboration of all stakeholders will be utilized and coordinated with all other affected governmental agencies will be included in the processes. A robust engagement process will be implemented with key stakeholders, including private sector and community groups, to ensure community representation and feedback.

3.3 Equity

Equity will be included in the collection of data, analysis of data, and recommended projects based on the data. Underserved communities will be encouraged to be involved in all phases of the processes. Data, local input, and population characteristics will be used to ensure inclusion and to determine equity impact assessments of the proposed projects and

strategies. Document development will be an inclusive and representative process. Underserved communities will be identified through data and other analysis in collaboration with appropriate partners. Analysis will include both population characteristics and initial equity impact assessments of the proposed projects and strategies.

3.4 Meetings

The Engineer will conduct periodic meetings throughout this task to ensure collaboration of all interested parties. CJW anticipates it will take four (2) meetings with the Stakeholders to accomplish this task. Additionally, there will be two (2) open house public meetings to ensure input is gathered from all segments of the community and these meetings should be held in locations to encourage as much accessibility to underserved areas as possible.

TASK 4.0 Assessment of Current Policies, Plans, Guidelines, and Standards

4.1 Review of Polices, Plans, Guidelines, and Standards

The Engineer will lead a review of current policies, plans, guidelines, ordinances, and standards, in cooperation with the City to identify opportunities to make additions, edits, and/or deletions to current documents. This effort is to ensure that safety is of the utmost importance in all of the City documents.

4.2 Implementation of Edits

Document will discuss the implementation of recommended edits. This may include the adoption of revised or new policies, guidelines, and/or standards.

4.3 Meetings

The Engineer will conduct periodic meetings throughout this task to ensure collaboration of all interested parties. CJW anticipates it will take two (2) meetings with City to accomplish this task.

TASK 5.0 Safety Document

5.1 Development of Pedestrian Safety Document

The Engineer will take all of the information from the above tasks and put together a comprehensive pedestrian safety document detailing projects, policy changes, education elements, and all other recommended processes to meet the goal of Zero Pedestrian Fatalities and Serious Injuries. This document will be shared with the City staff prior to presenting it to the City Council. Revisions and edits will be made and the final document will be presented to the City Council.

5.2 Strategies & Project Selection

Identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity consideration, which will address the safety problems identified in the Action Document. These strategies and countermeasures will focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations are identified and mitigated.

Once identified, the list of projects and strategies will be prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-. mid-. long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.

5.3 Progress & Transparency

A methodology to measure progress over time after the Document is developed or updated will be identified within the Document. This methodology will include outcome data and a means to ensure that ongoing transparency is established with residents and other relevant stakeholders. The methodology must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway pedestrian fatalities and serious injuries, and public posting of the Document and any update to the Document.

5.4 Meetings

The Engineer will conduct meetings throughout this task to ensure final acceptance of the comprehensive pedestrian safety Document. CJW anticipates it will take one (1) meeting with the City Council to accomplish this task.

PART 2 – ADDITIONAL SERVICES

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

If authorized in writing by the COJ, 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, COJ's schedule, character of Document development, 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 Task 1 through Task 5.

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

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

A3.01 *Exclusions and Assumptions*

Exclusions:

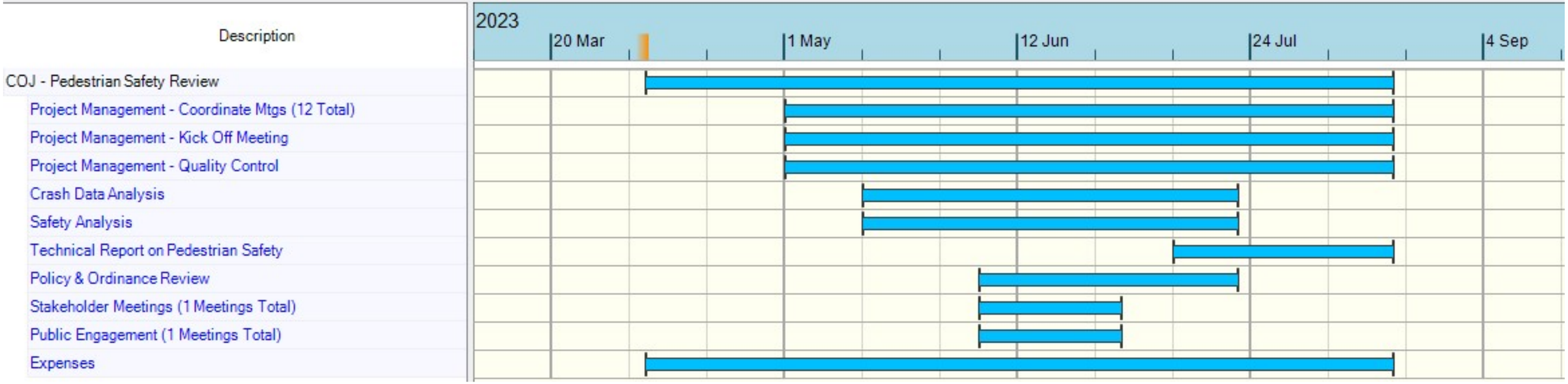
- None

Assumptions:

- The City of Joplin will provide crash, demographic, and other information as requested by the Engineer.
- The City of Joplin will provide Traffic Count Data to the Engineer.
- Engineer will utilize MoDOT's TMS database to establish crash numbers, crash types, contributing circumstances, and crash rates (where available).

GANTT CHART

COJ – Pedestrian Safety Review





CJW
2023 Fee Schedule

Personnel Hourly Rates:	
Principal	$187.00
Senior Engineer	$165.00
Project Engineer	$119.00
Project Manager	$115.00
Engineer Intern	$87.00
Inspector	$82.00
Senior Designer	$92.00
Senior Designer II	$86.00
Survey Manager / PLS	$97.00
Survey Crew Chief	$80.00
Survey Crew Member	$66.00
2 Person Survey Crew	$146.00
Traffic Data Collector	$33.00
Engineering Technician	$69.00
Administrator	$38.00
Clerical	$33.00

Expenses and Equipment Charges:	
Vehicle (3/4 ton or less)	$0.655/mile
Copies	$0.10/each
Blueprints	$0.55/sq. ft.
Real Time GPS Equipment	$275.00/day
Robotic Prism-Less Instrument	$215.00/day
Drone Usage	$300.00/hour

Reimbursable: 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