CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-125 Work Authorization OLS-OC21-04 with Olsson for professional engineering consulting services for Phases 2 and 3 of the Zora Widening project from Rangeline to MO-249.

MEETING DATE
April 19, 2021

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2021-125; Work Authorization; Location Map

REVIEWED BY
Director of Public Works: David Hertzberg; Finance Director: 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 Olsson in the not to exceed amount of Five Hundred Ninety-Nine Thousand Five Hundred and 00/100 dollars ($599,500.00) for professional engineering consulting services for Phases 2 and 3 of the Zora Widening project from Rangeline to MO-249.

BACKGROUND
In August 2014, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the widening of Zora Street from Rangeline to MO-249. In November 2015, City Council approved an agreement with Bartlett & West, Inc. for preliminary engineering consulting services through the 60% Right of Way plans portion of the project. Bartlett & West completed the scope of work included in this work authorization, and therefore a new agreement was needed to proceed with the engineering services required to complete the project. Olsson was selected as the engineering firm to complete the remaining engineering services for this project moving forward, and Work Authorization OLS-OC20-04 with Olsson for engineering services associated with Phase 1 of the project was approved by City Council in June 2020, with the understanding at that time that a future work authorization for the design of Phases 2 and 3 would be required at a later date. Phase 1 of the E. Zora widening project is defined as the construction of a new intersection at Zora St. and Duquesne Road. Phase 2 of the project is defined as improving Zora Street from the new intersection at Duquesne Road east to MO-249, and Phase 3 is defined as improving Zora Street from Rangeline Road to Duquesne Road. City staff has reviewed the fees submitted by Olsson for the engineering consulting services and found them to be within industry standards.

FUNDING SOURCE
Capital Improvement Sales Tax

RECOMMENDATION

Staff recommends approval of Council Bill 2021-125, Work Authorization OLS-OC21-04 with Olsson in the not to exceed amount of Five Hundred Ninety-Nine Thousand Five Hundred and 00/100 dollars ($599,500.00) for professional engineering consulting services for Phases 2 and 3 of the Zora Widening project from Rangeline to MO-249 on first reading.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Address: 702 S. Main Joplin, MO 64801	
Attention: David Hertzberg		Attention: Clayton Cristy Jack Schaller	
Department: Public Works		Phone: 417-781-0643	Fax: 417-781-4714
Phone: 417-624-0820	Fax:	Zora St. Widening - Phase 2 & 3	

WORK AUTHORIZATION NUMBER OLS-OC21-04
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 OLS-OC21-04 exceed the sum of Five Hundred Ninety-Nine Thousand Five Hundred Dollars ($ 599,500.00).

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 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, 2021, 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson

By: Ronald L. Mersch

Printed Name: Ron Mersch

Title: Vice President

Date: April 8, 2021

By: Clayton Cristy

Printed Name: Clayton Cristy

Title: Vice President

Date: April 8, 2021

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A to WORK
AUTHORIZATION SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Work Authorization for Professional Services dated April 19th, 2021 between the City of Joplin, Missouri ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Zora St. (East Return of Rangeline Road to Highway 249) Excluding the roundabout project at Duquesne Road and excluding the Rangeline Road Intersection

Project Description: Zora St. Widening – Phase 2 & 3

- Phase 2: Duquesne Roundabout to Highway 249
  Approximately 20' of full depth widening to allow for two 12' lanes and 10' shoulders. Approximately 1000' of full depth replacement with Curb and Gutter east of roundabout. Full depth replacement of existing pavement in areas requiring vertical curve improvements (approximately 600'). 2" mill and overlay for the remainder of the existing pavement.

- Phase 3: Duquesne Roundabout to Rangeline Road Right of Way.
  Two-lane curb and gutter with grading for future sidewalk on one side. Left turn lane option at Wellington Drive.

SCOPE OF SERVICES

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

DESIGN SERVICES (Phase 2 & 3)

Phase 100 – Survey Verification
The project effort assumes Olsson will utilize the existing survey from Bartlett & West, Zora Street plans as the base data for performing design. Olsson will perform limited verification and updates as described below.

Task 101 – Boundary Verification
Olsson will utilize existing control from the Bartlett & West, Zora Street plans, to verify the section corners, property corners, and property lines. Title information shall be supplied by the City.

Fee = $12,000

Task 102 – Topographic Verification
Olsson will utilize existing control from the Bartlett & West, Zora Street plans, to spot check existing topographic data for consistency. Olsson will perform supplemental topographic survey as necessary to update Client-Furnished survey as is adequate for design. It is anticipated that supplemental topographic survey is limited to 7 full-days of field crew time with associated time for processing of CAD data. If it is discovered that more extensive topographic survey is required to update the existing data, additional services will be required.

Fee = $10,500

Phase 200 – Phase 2 – Duquesne to Hwy 249

Task 201 – Meetings and Project Management
Olsson will attend review and progress meetings with the City at various stages of design. It is anticipated that 5 meetings will be required throughout the various design stage submittals.

Olsson will prepare exhibits and attend two open house public meetings. These meeting will provide updates on the project status and scope of the proposed improvements as well as gathering public input.

Olsson will perform project management to include coordination with City staff; monitoring scope, schedule, and budget; and performing QA/QC reviews at each design submittal stage.

Fee = $21,500

Task 202 – **Roadway Design**
Utilizing the survey information provided by the City, and with subsequent updates by Olsson, Olsson will prepare design plans for the roadway improvement project based on City of Joplin standards. Plans will be prepared and submitted for the 60%, 90%, and Final PS&E stage with plan development progressing at each submittal. The final plans will include the following sheets:

- Cover Sheet
- Survey Control and Alignment Sheets
- Demolition Plans
- Typical Sections
- Plan & Profile Sheets
- Detail Grading Plans (as necessary)
- Culvert Sections
- Precast Box Culvert Details
- Special Details
- Pavement Marking and Signing Plans
- Grading and Erosion Control Plans
- Traffic Control & Construction Sequencing Plans
- Cross Sections (as necessary)

Drainage design will be performed to include Drainage Area Map, cross structure capacity design.

Olsson will estimate the construction quantities and provide an Engineer's Opinion of Probable Cost for each respective plan phase submittal.

Fee = $168,000

Task 203 – Land Disturbance Permit & Stormwater Pollution Prevention Plan (SWPPP)
Olsson will complete the Missouri Division of Natural Resources Land Disturbance Permit, as necessary. Olsson will prepare a SWPPP that incorporates standard practices and the developed erosion control plan to be maintained by the Contractor during construction.

Fee = $3,500

Task 204 – Utility Coordination
Olsson shall prepare a utility coordination plan for phase 2 construction limits. This effort will include coordinating and gathering the proposed relocation plans for all utility companies involved with the project and graphically inputting the information into one plan to assist in determining potential conflicts. Electronic base files will be made available to utility companies to assist with their respective designs.

Fee = $9,000

Phase 300 – Phase 3 – Rangeline to Duquesne

Task 301 – Meetings and Project Management
Olsson will attend review and progress meetings with the City at various stages of design. It is anticipated that 6 meetings will be required throughout the various design stage submittals.

Olsson will prepare exhibits and attend two open house public meetings. These meeting will provide updates on the project status and scope of the proposed improvements as well as gathering public input.

Olsson will perform project management to include coordination with City staff; monitoring scope, schedule, and budget; and performing QA/QC reviews.

Fee = $26,500

Task 302 – **Roadway Design**
Utilizing the survey information provided by the City, and with subsequent updates by Olsson, Olsson will prepare design plans for the roadway improvement project based on City of Joplin standards. Plans will be prepared and submitted for the 60%, 90%, and Final PS&E stage with plan development progressing at each submittal. The final plans will include the following sheets:

- Cover Sheet
- Survey Control and Alignment Sheets
- Demolition Plans
- Typical Sections
- Plan & Profile Sheets
- Intersection Layout Sheets
- Detail Grading Plans (as necessary)
- Culvert Sections
- Storm Drainage Plan and Profile
- Precast Box Culvert Details
- Special Details
- Pavement Marking and Signing Plans
- Grading and Erosion Control Plans
- Traffic Control & Construction Sequencing Plans
- Cross Sections (as necessary)

Drainage design will be performed to include Drainage Area Map, enclosed system design, gutter capacity, and crossing culvert capacity.

Coordination of the proposed improvements with the railroad crossing surface will be performed as part of the design effort. Design fee excludes design of a new railroad crossing signal.

Preliminary drainage design provided by AMA will be used for preparing probable construction costs.

Olsson will estimate the construction quantities and provide an Engineer's Opinion of Probable Cost for each respective plan phase submittal.

Fee = $228,000

Task 303 – Land Disturbance Permit & Stormwater Pollution Prevention Plan (SWPPP)

Olsson will complete the Missouri Division of Natural Resources Land Disturbance Permit, as necessary. Olsson will prepare a SWPPP that incorporates standard practices and the developed erosion control plan to be maintained by the Contractor during construction.

Fee = $3,500

Task 304 – Utility Coordination

Olsson shall prepare a utility coordination plan for phase 3 construction limits. This effort will include coordinating and gathering the proposed relocation plans for all utility companies involved with the project and graphically inputting the information into one plan to assist in determining potential conflicts. Electronic base files will be made available to utility companies to assist with their respective designs.

Fee = $9,000

BIDDING & CONSTRUCTION ADMINISTRATION SERVICES

Phase 400 – Bid Phase Services (Phase 2)

Task 401 - Prepare Notice to Bidders and Issue Documents

Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom Olsson and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices. Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

Task 402 - Review and Evaluate Bids

Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

Task 403 - Conform Documents

Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

Total Fee (Tasks 401, 402, & 403) = $6,500

Phase 500 – Bid Phase Services (Phase 3)

Task 501 - Prepare Notice to Bidders and Issue Documents
Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom Olsson and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices. Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

Task 502 - Review and Evaluate Bids
Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

Task 503 - Conform Documents
Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

Total Fee (Tasks 501, 502, & 503) = $6,500

Phase 600 – Construction Administration Services (Phase 2)

Task 601 - Construction Administration
Olsson shall perform the following construction administration services:

1. Conduct a pre-construction meeting. Olsson will prepare and distribute minutes of the meeting.
2. Receive, log and review contractor submittals (i.e. shop drawings, cut sheets).
3. Review contractor pay applications.
4. Prepare necessary Change Orders and Revision Sheets for unforeseen conditions. Owner-Requested changes after bidding will be considered additional services.
5. Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.
6. Conduct Periodic site visits during construction (Assumed 4).

Task 602 – Project Close Out

Olsson will conduct a final walkthrough of the project. A "punch list" of deficiencies will be prepared and distributed.

Total Fee (Tasks 601 & 602) = $20,500

Phase 700 – Construction Administration Services (Phase 3)

Task 701 - Construction Administration

Olsson shall perform the following construction administration services:

7. Conduct a pre-construction meeting. Olsson will prepare and distribute minutes of the meeting.
8. Receive, log and review contractor submittals (i.e. shop drawings, cut sheets).
9. Review contractor pay applications.
10. Prepare necessary Change Orders and Revision Sheets for unforeseen conditions. Owner-Requested changes after bidding will be considered additional services.
11. Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.
12. Conduct Periodic site visits during construction (Assumed 4).

Task 702 – Project Close Out

Olsson will conduct a final walkthrough of the project. A "punch list" of deficiencies will be prepared and distributed.

Total Fee (Tasks 701 & 702) = $24,500

RIGHT OF WAY SERVICES

Olsson will perform Right-of-Way and Easement Services for the Phase 2 & 3. For Phase 2, it is assumed that 8 parcels will be affected to complete phase 2 construction. For Phase 3, it is assumed that 30 parcels will be affected to complete phase 3 construction.

Phase 800 – Right of Way and Easement Documents and Negotiations (Phase 2)

Task 801 – Right-of-Way (R/W) and Easement Documents

Olsson will prepare right of way taking documents, slope/grading easements, and temporary construction easements for the Zora Street project, beginning at the Duquesne Roundabout project and extending to Highway 249 (excluding the Roundabout project area). This includes approximately 8 properties. Deliverables for this project will be signed and sealed exhibits and legal descriptions.

Fee = $12,000

Task 802 – Right-of-Way (R/W) and Easement Staking

Following preparation of Right-of-Way documents for each Parcel, Olsson will stake the

proposed Right-of-Way and Easements in the field to assist the City during Right-of-Way and Easement Acquisition.

- Right-of-Way (R/W) and Easement Staking estimated at Eight (8) Right-of-Way Parcels, four (4) Slope/Utility Easements, and Eight (8) Temporary Construction Easements.
- Scope assumes 5 half-day trips to the site by a 1-man survey crew to perform the staking. Trips beyond the 5 allotted will be considered additional services.

Fee = $3,600

Task 803 – Monument New Right-of-Way (R/W)
Following successful acquisition of all new Right-of-Way, Olsson will monument the new Right-of-way by placing survey pins at property corners along the newly acquired Right-of-Way.

- Monumentation of New Right-of-Way (R/W) estimated at Eight (8) Right-of- Way Parcels.
- Scope assumes 2 full-day trips to the site by a 1-man survey crew.

Fee = $2,400

Task 804 – Appraisals
Olsson will provide Appraisal Services as part of the Right-of-Way and Easement Acquisition Services described above, on an Estimated Parcel basis. Appraisals will be provided by the Subconsultant Southwest Valuation.

- Appraisals are estimated at eight (8) Parcels for Phase 2.

Fee = $17,600 ($2,200 per parcel)

Task 805 – Right-of-Way (R/W) and Easement Negotiation Services
The fee amount for negotiation activity will include preparation of deeds and easement documents and three contacts with the owners to ensure that the owner has the opportunity to consider offer, free of coercion, and securing a conveyance. We will coordinate with the City staff for the arrangement of payments to the property owners. A record of negotiations will be available to the City at all times upon request. If negotiations are not successful after three attempts the City will be notified that the negotiating activity has ceased, and we will request direction on how to proceed from the City of Joplin.

Condemnation services are excluded. For condemnation purposes Olsson charges a rate of $120.00 per hour for court appearances, attorney conferences, and preparation of court exhibits. These shall be considered Additional Services.

<u>Assumptions for Task 805 are as follows:</u>
The City of Joplin will provide Olsson with a notice to proceed [1] all applicable title commitments; [2] The City of Joplin will provide vacancy notices to each owner when applicable. [3] All conveyances and documents to secure all rights, title, and interests for each parcel will be turned over to the City of Joplin personnel for closing each transaction.

Fee = $14,400 ($1,800 per parcel)

Phase 900 – Right of Way and Easement Documents and Negotiations (Phase 3)

Right of way services for phase 3 will be determined after 60% design and incorporated as an amendment to this agreement.

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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.

Fee can be moved between tasks.

SCHEDULE FOR OLSSON'S SERVICES

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

- Phase 2 Design Services will be completed in a 12 month period following notice to proceed.
- Phase 3 Design Services will be completed in a 24 month period following notice to proceed.
- Right-of-Way and Easement Negotiation Services will be completed in a 12 month period following approval of R/W Plans and Easement Descriptions for each respective design phase.

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services 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.

SUMMARY OF FEES

Phase 100 – Survey Verification $22,500
Phase 200 – Phase 2 Design (Duquesne to Hwy 249) $202,000
Phase 300 – Phase 3 Design (Rangeline to Duquesne) $267,000
Phase 400 – Bidding Phase 2 ..... $6,500
Phase 500 – Bidding Phase 3 ..... $6,500
Phase 600 – Construction Administration Phase 2 ..... $20,500
Phase 700 – Construction Administration Phase 3 ..... $24,500
Phase 800 – R/W Services Phase 2 ..... $50,000
Phase 900 – R/W Services Phase 3 (To be added as amendment)
GRAND TOTAL FEE $599,500

Assumption included that fees can be shifted between phases and tasks as work progresses, to cover actual work completed.

Olsson Billing Rate Schedule
2021 Labor Rates

Description	Range		
Principal	129.00	-	388.00
Project Manager	120.00	-	233.00
Project Professional	98.00	-	217.00
Assistant Professional	67.00	-	155.00
Designer	90.00	-	188.00
CAD Operator	54.00	-	119.00
Survey	52.00	-	166.00
Construction Services	43.00	-	233.00
Administrative/Clerical	41.00	-	159.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

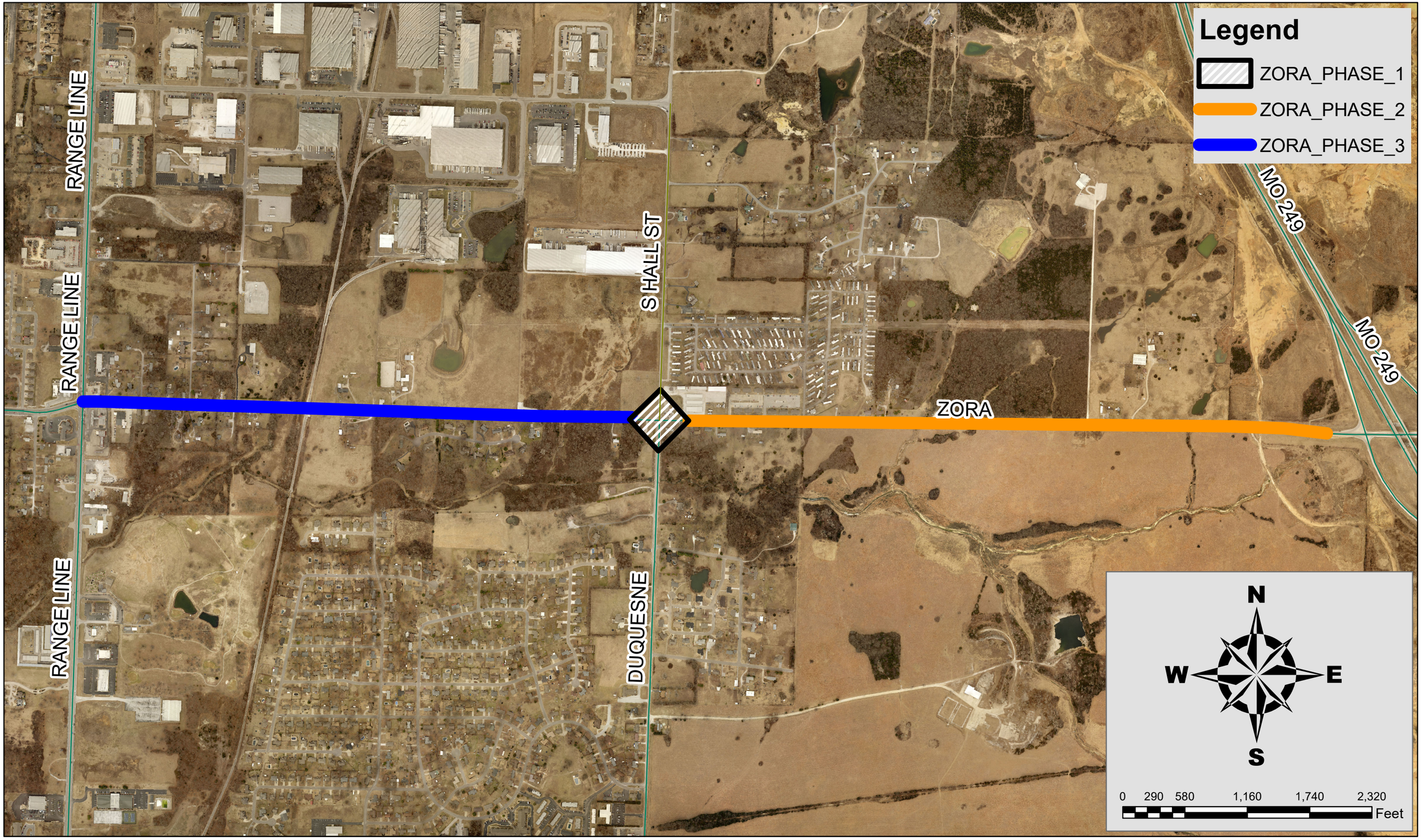
The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	**Cost**
Automobiles (Personal Vehicle)	$0.56/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Updated for Year 2021

ZORA WIDENING



COUNCIL BILL NO. 2021-125 ORDINANCE NO.

AN ORDINANCE approving Work Authorization OLS-OC21-04 with Olsson in the not to exceed amount of Five Hundred Ninety-Nine Thousand Five Hundred and 00/100 dollars ($599,500.00) for professional engineering consulting services for Phases 2 and 3 of the Zora Widening project from Rangeline to MO-249, 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 Work Authorization OLS-OC21-04 with Olsson in the not to exceed amount of Five Hundred Ninety-Nine Thousand Five Hundred and 00/100 dollars ($599,500.00) for professional engineering consulting services for Phases 2 and 3 of the Zora Widening project from Rangeline to MO-249, for the City of Joplin, a true and accurate copy of said agreement 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 with Olsson

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, 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_____, 2021, by a vote of_____.

ATTEST: Ryan D. Stanley, Mayor

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

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