CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Address: 702 S. Main Street Joplin, MO 64801	
Attention: David Hertzberg, PE Dan Johnson, PE		Attention: Clayton Cristy, PE & Jack Schaller, PE	
Department: Public Works		Phone: (417) 781-0643	Fax: (417) 781-4714
Phone: (417) 620-0820	Fax: (417) 625-4738	*Appraisal Services for 32nd Street Right of Way Negotiation*	

AMENDMENT __#1__ TO WORK AUTHORIZATION NUMBER _32nd St. ROW Negotiation_____

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 additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number 32nd St ROW Negotiation exceed the sum of Sixty-Eight Thousand Dollars ($68,000.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2020, 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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 Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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

CITY OF JOPLIN, MISSOURI

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

Date: _____

Engineer: Olsson

By: _____

Printed Name: Jack Schaller, P.E.

Title: Vice President

Date: *04/23/2020*

By: _____

Printed Name: Clayton Cristy, P.E.

Title: Vice President

Date: *04/23/2020*

EXHIBIT A
Amendment #1 to 32nd Street ROW Negotiation Services

Preface / Project Background:
Partial appraisal services were completed for this project. The original appraisal service provider is no longer working on the project. This Amendment #1 is intended to add remaining appraisal services for the 32nd Street Project to Olsson's ROW Negotiation Services Agreement.

DESCRIPTION OF BASIC ENGINEERING SERVICES
Appraisal Services for 32nd Street ROW Negotiations

Scope of Services:

PHASE 200 – APPRAISAL SERVICES
Task 200010 – PROJECT MANAGEMENT
Olsson will perform management and coordination of Appraisal Subconsultant, Southwest Valuation – Mr. Rick J. Muenks, J.D., MAI.

Task 200020 – APPRAISAL SERVICES
Southwest Valuation will perform appraisal services on the remaining un-appraised parcels along the 32nd Street project from Central City to Schifferdecker. Appraisal services will be performed per the attached Scope of Services submitted from Southwest Valuation Services (Exhibit B).

Schedule:
90 Days from Notice-to-Proceed.

Fee:
For Task 200010, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule attached to the original Work Authorization.

For Task 200010, Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed $8,000.00.

For Task 200020, Client shall pay to Olsson the actual cost of all reimbursable expenses accrued under the proposal from Southwest Valuation Services. These services will be billed to the client at their actual cost with no mark-up added.

For Task 200020, Olsson's Scope of Services will be provided on a time-and-expense bases not to exceed $60,000.00.

SUMMARY OF FEES

Olsson's original Scope of Services for ROW Negotiation was established not-to-exceed $92,800.

Amendment No. 1 will add a total of $68,000 to the original fee, in accordance with the details noted above.

The revised total fee will be established not-to-exceed $160,800.

Rick J. Muenks, J.D., MAI
Certified General Real Estate Appraiser
Christopher P. Mueller, MAI
Certified General Real Estate Appraiser
Seth Johnson, MAI
Certified General Real Estate Appraiser

Southwest Valuation

Associates:
Cassandra J. Sickman
Associate
Lacee M. Gerleman
Associate

3041 S. Kimbrough Avenue #107, Springfield, Missouri, 65807
Phone: 417-866-8300 • Fax: 417-866-8391 • swvaluation.com

EXHIBIT B

Via email – perwin@ollson.com

February 28, 2020

Phil Erwin
Olsson, Inc.
702 South Main
Joplin, Missouri 64801

Re: Proposal for appraisal services – 32nd Street Widening Project – City of Joplin – Jasper and Newton, Missouri.

Dear Mr. Erwin:

Thank you for allowing Southwest Valuation the opportunity to provide professional valuation services. The following is an outline of the services requested and sets forth the terms of the engagement.

1. Parties - This agreement is between Southwest Valuation, LLC, and Olsson Inc.

2. Subject of Assignment - The subject for the assignment are Thirty One (31) parcels of property located along 32nd Street identified on the Right of Way Plan for 32nd Street widening and specifically those identified on the attached Exhibit A.

3. Description of Assignment – Appraisal services to establish a just compensation determination based on a fair market value for the fee simple interest in the property before the acquisition and after the proposed acquisition as shown on the Right of Way Plan for 32nd Street. In cases where it is concluded that existing improvements are not impacted by the proposed acquisition, a general estimate of the contributory value for the improvement will be made.

The Appraisal Reports prepared as part of this assignment will be completed on either a Standard Appraisal format or a Value Finding format as described in Section 236.6 of the Missouri Department of Transportation (MoDot) Appraisal Guidelines.

4. Delivery Time for Assignment - Southwest Valuation, LLC, will deliver the reports that make up this assignment on or before 60 days after being engaged on the assignment. Southwest Valuation, LLC will deliver to client electronic versions of the appraisal report. Paper versions of the report will be made available upon request.

5. Fee for Assignment/Payment Terms - The fee for the appraisal services is $60,000, or $1,935 per report, all-inclusive with the fee payable upon delivery of the appraisal reports.

This fee does not include any expert witness testimony or preparation for testimony. Expert witness testimony and preparation will be billed at a rate of $175 per hour.

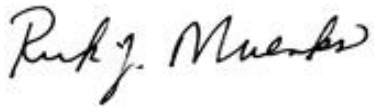
6. Items Required for Assignment Completion - The following items for the subject property are required in order for Southwest Valuation to begin and complete this assignment:

- Title Reports
- Proposed Acquisition Deeds.

7. User of Report - The report of study findings is prepared for use by the specified client, City of Joplin, their agents, Missouri Department of Transportation, and fact finders. It may not be reproduced or distributed to third parties without the written permission of Southwest Valuation, LLC.

We are happy to be of service to you. Should you have any questions, please do not hesitate to contact me. Please return this original letter to Southwest Valuation after signing it.

Respectfully,



Rick J. Muenks
Southwest Valuation, LLC

AGREED AND ACCEPTED

_____

Date

Southwest Valuation

EXHIBIT A

20	William and Vicki Cook Trust 1630 Applegate Lane Joplin, MO 64804 417-529-4842 wdcorfhg@gmail.com	162.2 acres	29,113 SF	5,400 SF		15,672 SF			
21	R.S. Anderson Ron Anderson 1084 Ashwood Lane Joplin, MO 64804 417-850-4905 ronanderson1978@icloud.com	234.21 acres	15,915 SF	79,833 SF	11,493 SF	15,350 SF			
22	Monkey Hill Mining Company LLC Ben and Rebecca Leavens PO Box 121 Saginaw MO 64864	63.44 acres	12,277 SF	9,601 SF		13,935 SF			
28	R.S. Anderson Inc. Ron Anderson 1084 Ashwood Lane Joplin, MO 64804 417-850-4905 ronanderson1978@icloud.com		7,794 SF	7,050 SF					
29	Mike Simmons 2264 Crow Road Joplin, MO 64804 417-439-8031		19,017 SF			4,120 SF			
30	David and Sherron McBee 15946 Cherry Road Diamond, MO 417-437-8133		32,094 SF			9,061 SF			
31	Waterview Estates Rick Benson PO Box 2283 Joplin Missouri 64803 rick@rbcjoplin.com 417 850-1781 cell		19,188 SF			7,677 SF			
32	RBC Enterprises PO Box 2283 Joplin Missouri 64803 rick@rbcjoplin.com 417 850-1781 cell		5,845 SF	3,664 SF		7,270 SF			
33	Johnnie Anderson 3098 S. Day Road Joplin, MO 64804 417-483-1143		7,394 SF	10,801 SF		10,396 SF			

36	Ricks Machine and Fabrication		23,947 SF	588 SF		10,818 SF			
	PO Box 2283								
	Joplin Missouri 64803								
	rick@rbcloplin.com								
	417 850-1781 cell								
37	Edward and Alison Hershewe		66,656 SF	9,748 SF	6,152 SF	27,754 SF			
	431 Virginia								
	Joplin, MO 64801								
38	Karl William Blade Trust		7,186 SF	2,275 SF		7,569 SF			
	Arbor Hills								
	3900 N. Main								
	Joplin, MO 64801								
39	Everett Shallenburger	103,699 SF	9,231 SF			6,155 SF			
	3501 W. 32nd Street								
	Joplin, MO 64804								
	417-624-9498								
	tazeverett@yahoo.com								
40	Joel Standeford	16,015 SF	2,817 SF						
	3418 W. 31st Street								
	Joplin, MO 64804								
41	Bailee and Robert Brown	16,015 SF	2,817 sF						
	3414 W. 31st Street								
	Joplin, MO 64804								
42	Sudhakar and Balamba Ancha	18,989 SF	3,684 SF			60 SF			
	3402 W. 31st Street								
	Joplin, MO 64804								
43	Lynda Banwart Trust	47,648 SF	3,138 SF			198 SF			
	3130 Skelley Court								
	Joplin, MO 64804								
	lala@cableone.net								
44	Linda Meier Trust	74,454 SF	4,208 SF			7,825 SF			
	3130 Skelley Drive								
	Joplin, MO 64804								
	417-437-9661								
	mlmeier@cableone.net								
45	Marvin and Lorie McCreary	107,517 SF	8,510 SF			9,825 SF			
	3330 Sunset Drive								
	Joplin, MO 64804								
	mccreary.dan@gmail.com								

46	Loyco Enterprises	26,986 SF	4,683 SF			3,177 SF			
	3224 West Sunet Drive South								
	202 E,. 32nd Street Suite C								
	Joplin, MO 64804								
	417-624-2349								
	edloydconstruction@gmail.com								
47	Michael and Sonya Nagle	25,155 SF	1,400 SF			2,800 SF			
	3222 West Sunset Drive South								
	Joplin, MO 64804								
48	Anthony & Kaman Doll	25,147 SF	1,400 SF			2,800 SF			
	3202 W. Sunset Drive								
	Joplin, MO 64804								
49	Betty McElhaney	25,138 sF	1,400 SF			2,800 sF			
	3118 W. Sunset Drive								
	Joplin, MO 64804								
	417-624-7476								
50	Charles (Ted) and Barbara Easley	22,237 sF	1,249 SF			90 SF			
	3102 S. Sunset Drive								
	Joplin, MO 64804								
	417-622-9828								
	cteasley1951@gmail.com								
52	Westberry Farms LLC	80,586 SF	11,030 sF			8,822 SF			
	PO Box 4253								
	Joplin, MO 64802								
54	Wesberry Farms LLC.	30,993 SF	3,420 SF			2,870 SF			
	PO Box 4253	16,881 SF	271 SF			330 SF			
	Joplin, MO 64802								
55	Gary Bandy and Doris Carlin	69,569 SF	600 SF			200 SF			
	3234 N. Westberry SQ								
	Joplin, MO 64804								
	417-850-9419								
	dc@doriscarlin.com								
56	Jahan and Abby Zebb	67,911 SF	6,700 SF			7,084 SF			
	3220 N. Westberry SQ								
	Joplin, MO 64804								
57	Kenneth & Julie Madl	70,559 SF	8,977 SF			9,138 SF			
	3210 N. Westberry SQ								
	Joplin, MO 64804								
	620-249-1616								
58	Ahmed Aboul-Magd & Theodora Zaki	110,485 SF	3,102 SF			2,979 SF			
	3215 N. Westberry SQ								
	Joplin, MO 64804								
59	Jay and Linda Rosenberg	84,880 SF	5,200 SF			5,200 SF			

	3133 N. Westberry SQ								
	Joplin, MO 64804								
	417-624-6624								
60	Chance Lee and Lori Mathiesen	81,753 SF	7,740 SF			8,140 SF			
	3115 N. Westberry SQ								
	Joplin, MO 64804								