CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: OWN Engineering, Inc. Address: 811 East 3rd ST JOPLIN MO, 64801	
Attention:		Attention: Blake Rourick	
Department:		Phone: 417-782-7899	Fax: 417-782-7898
Phone:	Fax:	Sunnyvale Stormwater Improvements	

WORK AUTHORIZATION NUMBER _Sunnyvale-024-001____
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 _Sunnyvale-024-001 exceed the sum of Five Hundred Forty Thousand Two Hundred Dollars ($540,200.00).

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: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER OWN-SNV-024-001 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and OWN, inc. for Engineering Services Associated with the Sunnyvale Stormwater Improvements)

SCOPE OF SERVICES

The Scope of Services outlined below is prepared based on our conversation with the Client, recent visits to the site for investigation, and resources provided by the Client regarding the project. A site exhibit is attached.

SURVEYING-RIGHT-OF-WAY	TIME AND MATERIALS $39,800.00

- OWN, Inc. will establish the right-of-way of the streets encompassed in the subject area. The survey will be in accordance with the Missouri Standards for Property Boundary Surveys. A plat of the survey showing subdivisions, lot dimensions, possession lines, and all platted easements will be completed and provided to the Client. The survey will be based upon the Missouri Coordinate System of 1983, West Zone.

SURVEYING-ACQUISITIONS AND EASEMENTS	TIME AND MATERIALS $7,200.00

- OWN, Inc. will perform surveys for 5 land acquisitions in the subject area for storm easement descriptions. The survey will be in accordance with the Missouri Standards for Property Boundary Surveys. An exhibit of the survey showing subdivisions, lot dimensions, possession lines, and all platted easements will be completed and provided to the Client. The survey will be based upon the Missouri Coordinate System of 1983, West Zone.

SURVEYING-TOPOGRAPHIC SURVEY	TIME AND MATERIALS $56,300.00

- OWN, Inc. will perform a topographic survey of the streets and 40’ past each right-of-way throughout the project area, and also a 50’ grid topographic survey of the area in the floodplain to be used for layout and design of improvements. Topographic features within the project area to be shown will include roads, fences, tree lines, culverts, driveways, buildings and any above ground and underground utilities as located by the utility owner and/or their representatives. The topographic survey will be performed on the horizontal datum of the Missouri State Plane Coordinate System of 1983, West Zone and the North American Vertical Datum of 1988. Various control points and a temporary benchmark will be set for the project. Vertical relief will be depicted with contours at one-foot intervals and spot elevations will be shown on hard surfaces. The survey will be made available to the Client in electronic (pdf) and CAD (dwg) format, as well as paper copies.

SURVEYING-POTHOLING INVERTS	TIME AND MATERIALS $5,700.00

- OWN, Inc. will collect the locations of 15 utility crossing potholes to be used for layout and design of improvements. **This proposal assumes that City of Joplin staff will perform necessary potholing and utilities will be exposed for our survey teams to pick up invert survey shots.**

SURVEYING-AS-BUILT	TIME AND MATERIALS $37,500.00

- OWN, Inc. will perform an As-Built Survey of all storm structures and the creek grading to capture the finished conditions of the site. The survey will accurately capture the final site and the physical location of any design improvements. The As-Built Survey will be performed on the horizontal datum of the Missouri State Plane Coordinate System of 1983, West Zone. Spot and Flowline Elevations will be depicted on all new structures. The survey will be made available to the Client in electronic (pdf) and CAD (dwg) format, as well as paper copies.

ENVIRONMENTAL SERVICES	TIME AND MATERIALS $10,600.00

- CORPS OF ENGINEERS PERMITTING: OWN will sub-consult with Cattails Environmental, LLC for the services of preliminary and final jurisdictional determination for waters of the U.S. that may be located on the property. Please note, we will not know the extent of the permitting required until we have completed the jurisdictional determination and OWN may need to provide a supplemental agreement at that time for additional permitting requirements.

- WOTUS INVESTIGATION: Waters of the United States Investigation includes the required fieldwork, a preliminary report of the findings, and one site visit with the U.S. Army Corps of Engineers. The WOTUS Investigation scope also includes any additional coordination with the U.S. Army Corps of Engineers that may be required to obtain a final jurisdictional determination.

CIVIL ENGINEERING-CONCEPTUAL DESIGN	TIME AND MATERIALS $22,300.00

- SITE CONCEPT: OWN, inc. will provide preliminary layouts and exhibits for the Client prior to starting the design of the Sunnyvale stormwater management & collection system. As part of these preliminary layouts, the engineer of record will plan on discussing potential trouble points/changes with the City based on review of the certified site survey. It is anticipated that up to three conceptual site plans will be produced as part of this phase of development. The conceptual site plans will show general locations of proposed storm piping, inlets, concrete drainage ways and swales. It is anticipated that a meeting will be held with all applicable City departments to review the proposed site concepts to ensure all parties agree on the preliminary design. OWN, Inc. will attend this meeting to discuss the preliminary site layout and any potential issues prior to starting design on the stormwater management & collection system.

CIVIL ENGINEERING - 30% PLAN DESIGN	TIME AND MATERIALS $43,600.00

- EXISTING DRAINAGE STUDY: A preliminary drainage study will be completed to determine the existing stormwater conditions in the Sunnyvale community and be used as a basis to determine the size and expanse of the stormwater improvements. This study will include the following:
    - Assessment of the project boundary areas to be developed
    - Creation of Report summarizing results
    - Calculation tables and exhibits needed for report (included as Appendix)
    - Preliminary Drainage Report

- 30% STORMWATER DESIGN: Provide a Stormwater design for a new stormwater management & collection system for the Sunnyvale community based on the approved conceptual design. The design will include preliminary locations of stormwater inlets, stormwater piping, concrete drainage ways and swales as well as general utility locations, sidewalks, access ways, and associated details and specifications.

- UTILITY COORDINATION: OWN, Inc. will identify major utilities that may be impacted by the new stormwater improvements and coordinate proposed design with these utilities to identify conflicts and begin communication on steps to be taken to alleviate conflicts. It is assumed that exhibits and onsite meetings will be needed to acquire a higher level of detail as well as to discuss proposed solutions with affected utilities.
    - Utilities Exhibits (up to **3**)
    - Additional Site Visits (up to **2**)

- ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COSTS: OWN will prepare a detailed estimate of probable costs for construction based on the 30% design milestone. The Client understands that costs are based on the best available data we have and are not a guarantee of bid pricing or ultimate construction costs. The Engineers Estimate of Probable Cost will include an appropriate design contingency value based on the 30% design documents.

CIVIL ENGINEERING - 60% PLAN DESIGN — TIME AND MATERIALS $51,100.00

- INITIAL SITE DEMOLITION PLAN: Provide a demolition plan of existing site features such as pavement, curbs, trees, driveways, mailboxes, sidewalks, etc. (as applicable).

- 60% STORMWATER DESIGN: Provide a more detailed stormwater design for the new stormwater management and collection system for the Sunnyvale community. The design will include more detailed pipe layout and sizing as well as initial culvert design with accompanying calculations. The stormwater design will also include utility locations, sidewalks, access ways, proposed stormwater management outfall points as well as continued development of the FEMA floodplain model. These design plans will include.
    - Basic Plan and Profile with notes
    - Cover sheet w/quantities
    - Pipe type and initial sizing will be designed based on City standards
    - Inlet and Outflow locations
    - Details
    - Coordination meeting with City Staff for approval prior to proceeding with 90% Plan Design.

- UTILITY COORDINATION: OWN, Inc. will continue having open communication with all major utilities that may be impacted by the new stormwater improvements and coordinate proposed design with these utilities to identify conflicts. It is assumed that additional exhibits and onsite meetings will be needed to acquire a higher level of detail as well as discuss proposed solutions with affected utilities. **At this stage it is assumed that OWN, Inc will be able to coordinate potholing of several existing utilities utilizing City of Joplin equipment and staff. An additional supplementary agreement can be provided for potholing if to be done by others.**
    - Utilities Exhibits (up to **3**)
    - Additional Site Visits (up to **3**)

- SITE SUPPLEMENTAL ASSISTANCE: During the development of the site plans, it is assumed that several iterations of the Right-of-Way exhibits will need to be developed. Additionally, it is assumed that site visits will be required to acquire a higher level of detail as the design and plans are being developed.
    - Right-of-Way/Easement Exhibits (up to **3**)
    - Additional Site Visits (up to **3**)

CIVIL ENGINEERING - 90% PLAN DESIGN — TIME AND MATERIALS $50,300.00

- PROPOSED DRAINAGE STUDY: A drainage study of the proposed conditions for the Sunnyvale community that will be required to determine the size and expanse of the stormwater improvements. This Study will include the following:
    - Master Planning of project boundary areas to be developed
    - Short and Long term BMP Layout and design necessary to satisfy master plan layout of project boundary areas
    - Creation of Report summarizing results
    - Calculation tables and exhibits needed for report
    - Proposed Improvement Drainage Report
    - Comparison of Existing to Proposed Drainage Study

- 90% STORMWATER DESIGN : Provide a stormwater design for the new stormwater management and collection system for the Sunnyvale community. The design will include detailed pipe layout and sizing as well as detailed culvert design with accompanying calculations. The advanced site design will also include utility locations, sidewalks, access ways, proposed stormwater management outfall points with completed designs as well as continued coordination and final development of the FEMA floodplain model. These stormwater design plans will include.
    - Detailed Plan and Profile with notes
    - Cover sheet w/quantities
    - Pipe type and preferred sizing will be designed based on City standards

- Inlet and Outflow locations and Designs
- Stormwater Calculations
- Details
- Coordination meeting with City Staff for approval prior to proceeding with final construction drawings.

- UTILITY COORDINATION: OWN, Inc. will continue having open communication with all major utilities that may be impacted by new stormwater improvements and coordinate final design with these utilities to seek their approval and to identify any remaining conflicts. It is assumed that additional exhibits and onsite meetings will be needed to acquire a higher level of detail as well as to discuss proposed solutions with affected utilities
  - Utilities Exhibits (up to **2**)
  - Additional Site Visits (up to **1**)

- ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COSTS: OWN will prepare a refined detailed estimate of probable costs for construction based on the 90% design milestone. The Client understands that costs are based on the best available data we have and are not a guarantee of bid pricing or ultimate construction costs. The Engineers Estimate of Probable Cost will include an appropriate design contingency value based on the 90% design documents.

CIVIL ENGINEERING - FINAL CONSTRUCTION DRAWINGS	TIME AND MATERIALS $31,100.00

- COVER SHEET WITH GENERAL CONSTRUCTION NOTES: Provide a cover sheet that contains general construction notes as well as general project location, project information and owner information.

- SITE DEMOLITION PLAN: Provide a demolition plan of existing site features such as pavement, curbs, trees, driveways, mailboxes, sidewalks, etc. (as applicable).

- SITE LAYOUT PLAN: Provide a site layout and geometry plan for the proposed Stormwater Improvements. The Site Layout will show the entire area of proposed improvements. The site layout includes general utility locations, sidewalks, access ways and associated details and specifications.

- GRADING PLAN: Provide a grading plan. Finished grades will include spot elevations, as applicable, for back of curb, gutter flow line, new drainage inlets, new pavement, and grading at one foot contour intervals for the proposed project.

- FINAL STORMWATER DESIGN: Provide a site design for the new stormwater improvements for the Sunnyvale community. The Final Stormwater design will include pipe layout and sizing as well as detailed culvert design with accompanying calculations. The final stormwater design will also include utility locations, sidewalks, access ways, proposed stormwater management outfall points with completed designs as well as final design calculations and FEMA floodplain modeling. These plans will include:
  - Detailed Plan and Profile with notes approved and sealed by EOR
  - Cover sheet w/quantities
  - Pipe type and preferred sizing will be designed based on City standards
  - Inlet and Outflow locations and Designs
  - Stormwater Calculations
  - Stormwater Report approved and sealed by EOR
  - Details
  - Submittal to City for approval

- DRAINAGE STUDY COMPARISON: Provide a detailed narrative describing improvements with applicable before and after comparisons of key information showing the benefits of the designed improvements.

- CONSTRUCTION STAGING DETAILS: Provide a detailed and dedicated area for contractors to store and stage materials needed for construction.

- CONSTRUCTION DETAILS: Provide general construction details for the site consisting of pavement details, stormwater pipes, erosion control, trenching & bedding etc.

- ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COSTS: OWN will prepare a refined detailed estimate of probable costs for construction based on the Final Construction Drawings. The Client understands that costs are based on the best available data we have and are not a guarantee of bid pricing or ultimate construction costs. The Engineers Estimate of Probable Cost will include an appropriate inflation factor based on discussions with City of Joplin staff.

CIVIL ENGINEERING-FEMA FLOODPLAIN MODELING & PERMITTING	TIME AND MATERIALS $32,100.00

- FEMA PERMITTING AND MODELING: The project is located adjacent to a Federal Emergency Management Agency (FEMA) delineated floodplain along Silver Creek Tributary 2. The stormwater improvements located within the floodplain will need to be evaluated for any impacts on the base flood elevation. Silver Creek Tributary 2 has been modeled with a Letter of Map Revision effective date of 06-03-2021. It is OWN's assumption that we will be able to obtain this model from either The City of Joplin or Missouri's State Emergency Management Agency (SEMA). The Silver Creek Tributary 2 watershed encompasses the entire Sunnyvale neighborhood with a drainage area of 1.05 square miles. Once a model is obtained for the Silver Creek Tributary 2 existing conditions, it will be checked to ensure accuracy. Then the proposed conditions will be modeled and compared to the existing conditions. Stormwater improvement designs will also be modeled within AutoCAD to determine the most beneficial approach.

- OWN will work with the City of Joplin to obtain local floodplain development permits for any work within the floodplain boundary. FEMA permitting will not be included in this project at this time due to it not being required based on the stormwater improvements that are proposed.

PROJECT MEETINGS	TIME AND MATERIALS $16,900.00

- MILESTONE DESIGN MEETINGS: OWN will coordinate review meetings with the City at the 30, 60, and 90 percent milestones. OWN assumes the 30 percent meeting will be a closed meeting and only City of Joplin staff and OWN staff will be in attendance. OWN assumes the 60 and 90 percent meetings will be open meetings and will require additional coordination to ensure the public has acceptable notice of meeting. OWN anticipates a duration of 3 hours for these meetings and that they will be attended by 4 OWNers including the Engineer of Record, Client Manager, Project Manager, and Project Coordinator.
- BI-WEEKLY DESIGN MEETINGS: OWN assumes there will be a need for bi-weekly design meetings with the City of Joplin to maintain communication of progress and identify any trouble areas and how to effectively address any issues. OWN assumes weekly design meetings will run for the design life (26 weeks) of the Project. These bi-weekly meetings are assumed to be one (1) hour in duration and will be attended by a Design Engineer and a Project Coordinator.

- CONSTRUCTION MEETINGS: OWN will attend bi-weekly construction meetings for the duration of the construction process (assumed 26 weeks). These meetings are anticipated to be one (1) hour per meeting and will be attended by a Project Coordinator and the Engineer of Record.

BIDDING PROCUREMENT	TIME AND MATERIALS $31,400.00

- BIDDING DOCUMENT PREPARATION SERVICES: OWN will work with the City to prepare documents for the public bidding process associated with the Sunnyvale stormwater management and collection system. OWN's services include preparation of the City of Joplin's standard bid packet, preparation of a notice to bidders, and preparation of bid tabulation sheet. OWN will place appropriate notices in local newspapers and bidding services known to provide data to the contractors in the area. Bidding document preparation assumes and will include the following:
    - One (**1**) Pre Bid Meeting
    - One (**1**) Bid Opening

- One (**1**) Final Punch List Walk Through
- Standard City of Joplin Bid Package
- Bid Tabulation Sheet

- BIDDING ASSISTANCE SERVICES: OWN will provide responses to RFI's, prepare a bid tab and bid analysis to present to the Client and provide award notification to the lowest and best bidder. Bidding Assistance assumes and will include the following:
  - Bid Tabulation Sheet
  - Five (**5**) RFIs
  - Five (**5**) Submittals

GIS-PROJECT MANAGEMENT AND SHAPE FILE DELIVERABLES	TIME AND MATERIALS $19,400.00

- GIS MAPPING: OWN will provide GIS services for the Sunnyvale stormwater management and collection system to the Client. The GIS services will be uploaded to the Sunnyvale GIS map and will include:
  - Geotagged pictures taken in the field.
  - Creating and updating a notes point layer to the map; Enabling important field-collected information to be highlighted and viewed.
  - CAD designs allowing the City of Joplin and OWN to view design changes and updates on the map.
  - Certain field-collected information from the OWN survey team. The field-collected information includes, but is not limited to, contours and existing utilities. This information also includes relevant attribute information, such as pipe size and location as well as invert depths and elevation.

- SHAPE FILE DELIVERABLES: Prepare and deliver shapefiles of the CAD designs to the City of Joplin with relevant attribute information such as pipe size and location as well as invert depths and elevation.

CIVIL ENGINEERING - AS-BUILT DRAWINGS	TIME AND MATERIALS $14,900.00

- AS-BUILTS: Improvements that are being designed with this proposal are public in nature and we will need to prepare as-built documents following the competition of construction. OWN, Inc will provide a red line set of construction drawings showing deviations from the final construction drawings as well as RFI adjustments.

CONSTRUCTION SUPPORT SERVICES	TIME AND MATERIALS $70,000.00

- CONSTRUCTION INSPECTION & OBSERVATION: OWN will provide construction inspection services related to the public improvements for the project. Services will be invoiced on an hourly basis in accordance with our standard rates attached. The fees shown for these items are an allowance at this time, with an assumed construction duration of three months (13 weeks). Fees should be adjusted as appropriate once the project schedule is known. Fees will be invoiced hourly for these services. Services are anticipated to include the following:
  - Attending all pre-construction and progress meetings for the project.
  - Maintain regular contact with the City and project Engineer.
  - Reviewing materials, installation methods, and work quality with conformance to the project plans and specifications.
  - Scheduling and overseeing required materials testing to ensure compliance with the project documents.
  - Maintaining daily work reports including weather, project work, project progress, material quantities, and materials testing performed.
  - Checking contractor's construction layout for general conformance with the approved plans.
  - Meeting with City staff or Engineer as needed or requested.
  - Participating in a final walk through upon project completion.

- CONSTRUCTION MATERIALS TESTING: Provide construction materials testing services as required for the project or as deemed necessary by the project construction inspector. Services will be invoiced on an hourly

basis in accordance with our standard rates attached. The fees shown for this item are an allowance at this time, with an assumed construction duration of three months. Fees should be adjusted as appropriate once the project schedule is known. Fees will be invoiced hourly for these services. Services are anticipated to include the following:

- Laboratory testing of construction materials
- Subgrade evaluation
- Structural fill and backfill - density and moisture monitoring
- Concrete testing for stormwater upgrades, roadways, driveways, and curb and gutter

TOTAL FEE FOR THE ABOVE SERVICES	TIME AND MATERIALS $540,200.00

Reimbursable Expenses
Reimbursable expenses are typically paid upfront by OWN unless otherwise specified by the Client. Please note that the Client shall be responsible for all reimbursable expenses incurred during the project, including a 15% markup on up-front reimbursable expenses if required to be paid by OWN. Typical reimbursable expenses may include travel, mileage, printing, delivery or courier services. The Client is responsible for City submittal fees, City review fees, state submittal fees, state review fees, permit fees, etc.

Assumptions
OWN has made several assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows.

- OWN assumes that the Client will set up weekly coordination meetings for the design life of the project. These weekly meetings will be billed at time and materials per OWN's standard hourly rates.
- OWN assumes that all right-of-ways, easements, property ownership issues, and private utilities affecting the project will be provided by the Client to OWN. OWN will make a Utility Locate call to identify public utilities; however, OWN assumes that all public utilities will be located accurately by the Utility Locator. OWN also assumes that all private utilities will be marked properly by the owner. OWN can not be held liable for any mis-marked or unmarked utilities, which may result in plan revisions, project delays, change orders, and/or additional services.
- Dry utility connection points shown on OWN's plans are approximate unless OWN has received specific information from the Client or utility company as to the actual connection location. OWN suggests that the Client begin its service requests with the utility companies early in the planning and design process to avoid unacceptable service connection locations.
- Any available construction details as well as prior approved plans for similar facilities that the Client has in its possession will be provided to OWN.
- Construction documents will be prepared based on direction from the owner and the final site plan being determined prior to the preparation of these documents. Any significant changes or building modifications at this stage will be considered additional services.
- Any existing easements, covenants, restrictions or encumbrances that affect the subject property shall be provided to OWN by the Client if such encumbrances are to be made a part of the site survey.
- OWN does not anticipate any site retaining walls on this project. OR if included, retaining wall structural design and global stability is by others.

Additional Service Items
Should the Client request work not specifically described and included in this Agreement, such as additional services, OWN shall provide the Client with a written scope and fee for these services. OWN shall not commence work on additional services without Client's prior approval in writing or as otherwise authorized.

The following services, in addition to any items not specifically listed in our scope of services, can potentially be provided by OWN but are not included herein:

- ALTA Survey
- Platting
- Construction Staking
- Photogrammetry
- Hydrographic Survey
- LiDAR Surveying
- Public Water, Sewer, Street and Sanitary Plans
- Community Engagement
- CLOMR-F/LOMR-F
- Rezoning Plans
- Color Renderings
- SWPPP Inspections
- Pavement Design
- Permitting
- Traffic Study or Impact Analysis
- Phase 1 Environmental Site Assessment Report
- Geotechnical Report
- Drilling
- Structural Engineering or design for Retaining Walls
- Environmental and Asbestos Reports
- Landscape Architecture/Landscape Plan
- Submittal Fees
- Site Plan details including, but not limited to, pavement sections, sidewalk detail, handicap parking signs, striping
- Utility Plan
- Landscape Plans
- Sidewalk design along public ROW or fee in lieu of construction of sidewalk
- Application, permit fees or bonds
- Cost Estimates, bid forms, or bid documents
- Plan or review compliance with local governmental agencies for items not identified in the Scope of Services above

COMPENSATION

Compensation for OWN's services shall be hourly services in accordance with the current OWN, Inc. Fee Schedule attached hereto. The OWN, Inc. Fee Schedule is subject to adjustment on an annual basis from the date of this agreement. Reimbursable expenses are in addition to the amounts shown herein.

These financial arrangements are proposed with the assumption that Project invoices will be paid promptly and the Project will progress orderly and continuously. Invoices are due upon receipt regardless of whether the Client has been, or is to be, reimbursed by any other party. In the event Client disputes any invoice item, Client shall give OWN written notice of such disputed item within five (5) days after receipt of such invoice and shall pay to OWN the undisputed portion of the invoice according to the General Conditions hereof. A service charge of 1.5% per month is assessed on accounts 45 days past due.

SCHEDULE FOR SERVICES

Unless otherwise agreed, OWN would expect to begin performing its services under this Agreement promptly upon Client signature with a mutually agreed schedule thereafter, exclusive of delays beyond OWN's control.

TERMS AND CONDITIONS

1. General Conditions and our Fee Schedule (if hourly) are provided for Client review and approval and are made part of this Agreement. OWN's fee schedule is subject to annual calendar year adjustments.

2. Due to the very limited benefit OWN will derive from this Project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT THE TOTAL LIABILITY OF OWN, INC. TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON OWN's WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT, TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR AN AGGREGATE TOTAL OF $25,000 FOR ALL PARTIES, WHICHEVER IS THE GREATER.

The Agreement represents the entire understanding between Client and OWN with respect to the Project and may only be modified in writing signed by both parties. This proposal will be open for acceptance for a period of thirty (30) days from the date set forth above, unless changed by OWN in writing. **The City's contractual language will govern in the case of any contradictory statements between this document and the City's agreement or work authorization.**

Thank you for the opportunity to provide professional services for this project, we look forward to working together again. Let us know if you have any questions or need any additional information. Please sign in the space provided and return an executed original to OWN.

Sincerely,

OWN, Inc.

Joshua Oathout
Office Leader

Blake Rourick
Land Development Department Manager

The signer below acknowledges they have full authority to bind the Client to this Agreement. The signature indicates authorization to proceed and that the Client has reviewed and accepted this Letter of Agreement for Professional Services and General Conditions.

City of Joplin

Signature: _____

Name: _____

Title: _____

Date: _____

Client Representative (if different from above): _____

Client Accounts Payable Information

AP Contact Name:_____ AP Contact Phone Number: _____

AP Email Address: _____

SITE MAP



Proposed Project Boundary

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ATTACHMENT NUMBER ONE
OWN, Inc. Fee Schedule

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY-FIVE DAYS ARE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, SITE SAFETY, MATERIALS, PROCEDURES, PRODUCTS, OR ACTIONS OF OTHERS. THIS SCHEDULE IS SUBJECT TO ANNUAL CALENDAR YEAR ADJUSTMENTS.

OWN, INC., BY _____ EFFECTIVE: 01/01/2024 THRU 12/31/2024

JERROD HOGAN, PLS, CEO

BASIC CHARGES

PERSONNEL (HOURLY RATES):

SENIOR PROJECT MANAGER	$231 - $243	FIELD/LABORATORY TECHNICIAN	$64 - $107
PROJECT MANAGER	$210 - $220	DRILLING TECHNICIAN	$64 - $107
SENIOR PROJECT ENGINEER	$219 - $235	PROJECT INSPECTOR	$94 - $171
PROJECT ENGINEER	$165 - $199	STRUCTURAL STEEL INSPECTOR	$131 - $152
SENIOR CIVIL ENGINEER	$189 - $230	IBC FIRESTOP INSPECTOR	$131 - $152
CIVIL ENGINEER	$118 - $172	AWS CERTIFIED WELD INSPECTOR	$131 - $152
SENIOR CIVIL DESIGNER	$173 - $190	ASNT TC-1A ULTRASONIC, MAG	$131 - $152
CIVIL DESIGNER	$96 - $157	PARTICLE & DYE TESTING - LEVEL II	$124 - $145
SENIOR CIVIL CAD TECHNICIAN	$156 - $172	PROJECT SURVEYOR	$163 - $182
CIVIL CAD TECHNICIAN	$87 - $142	ASSOCIATE SURVEYOR	$107 - $137
CIVIL TECHNICIAN	$96 - $132	SENIOR SURVEY CAD TECHNICIAN	$126 - $142
SENIOR STRUCTURAL ENGINEER	$185 - $227	SURVEY CAD TECHNICIAN	$87 - $111
STRUCTURAL ENGINEER	$132 - $173	SURVEY CREW CHIEF	$96 - $139
SENIOR BRIDGE ENGINEER	$185 - $227	SURVEY TECHNICIAN	$73 - $119
BRIDGE ENGINEER	$132 - $173	ONE PERSON SURVEY CREW	$154 - $174
SENIOR STRUCTURAL DESIGNER	$167 - $184	TWO PERSON SURVEY CREW	$196 - $213
STRUCTURAL DESIGNER	$113 - $152	THREE PERSON SURVEY CREW	$260 - $273
STRUCTURAL TECHNICIAN	$101 - $146	FOUR PERSON SURVEY CREW	$324 - $344
BRIDGE TECHNICIAN	$101 - $146	SENIOR GIS TECHNICIAN	$161 - $180
SENIOR GEOTECHNICAL ENGINEER	$181 - $224	GIS TECHNICIAN	$111 - $142
GEOTECHNICAL ENGINEER	$132 - $163	OFFICE LEADER	$244 - $258
SENIOR PROJECT GEOLOGIST	$161 - $180	DEPARTMENT MANAGER	$195 - $245
PROJECT GEOLOGIST	$127 - $149	CLIENT MANAGER	$161 - $180
SENIOR ENVIRONMENTAL SPECIALIST	$163 - $182	SENIOR PROJECT COORDINATOR	$140 - $161
ENVIRONMENTAL SPECIALIST	$129 - $151	PROJECT COORDINATOR	$80 - $124
SENIOR FIELD/LABORATORY TECHNICIAN	$131 - $152	INTERN	$86 - $104

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	$0.91/MILE	GPS	$375.00/DAY
VEHICLE (SUBURBAN & 1 TON)	$0.98/MILE	ROBOTIC TOTAL STATION	$375.00/DAY
WATER TRUCK PER DAY +	$100/DAY	DRONE	$590.00/DAY
WATER TRUCK PER MILE	$0.95/MILE	COPIES	$0.20/EACH
LIDAR SCANNER	$802.50/DAY	PRINTING PLANS	$0.70/SF +TIME
MOBILE LIDAR $5,000 MINIMUM	$1,000.00/DAY		

REIMBURSABLES:

COST PLUS 15% - TRAVEL EXPENSES (INCLUDING MEAL & LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

OVERTIME (OVER 8 HOURS PER DAY OR SATURDAY, SUNDAY, AND HOLIDAY WORK OR OUTSIDE OF NORMAL HOURS 6PM-6AM)

1.5 TIMES THE HOURLY RATE

HOURLY RATES:

APPLY TO MEETINGS AND TRAVEL TIME

DEPOSITION OR COURT TESTIMONY:

1.5 TIMES THE HOURLY RATE

MINIMUM CHARGE:

2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CYLINDER AND SAMPLE PICK UP.

HAZARDOUS OPERATION CHARGE:

FOR LEVEL C: 1.5 TIMES THE BASIC CHARGE; FOR LEVEL A & B: 2 TIMES THE BASIC CHARGES

FIELD TESTING AND INSPECTION CHARGES:

FIELD DENSITY (COMPACTION TEST)	BASIC CHARGES +	$17.50 /EACH
CONE PENETROMETER	BASIC CHARGES +	$22.50 /EACH
FLOOR FLATNESS EQUIPMENT	BASIC CHARGES +	$367.00 /EACH
DYNAMIC CONE PENETROMETER	BASIC CHARGES +	$36.50 /EACH
CORING EQUIPMENT CHARGES	BASIC CHARGES +	$146.50 /DAY
MAGNESIUM STRAIGHT EDGE	BASIC CHARGES +	$64.50 /DAY
ROLLING STRAIGHT EDGE	BASIC CHARGES +	$292.50 /DAY

LABORATORY TEST CHARGES

AGGREGATES (ASTM)

	UNIT CHARGE
L.A. ABRASION, SMALL AGG. (C131)	$186.50
L.A. ABRASION, LARGE AGG. (C535)	$227.50
SULFATE SOUNDNESS TEST (C88): 5-CYCLE	$313.50
SULFATE SOUNDNESS TEST (C88): 10-CYCLE	$437.00
SULFATE SOUNDNESS TEST (C88): 20-CYCLE	$618.00
SIEVE ANALYSIS, DRY AGG. (C136)	$76.50
SIEVE ANALYSIS (C117)	$93.50
SIEVE ANALYSIS (C117, C136)	$115.50
SPECIFIC GRAVITY, FINE AGG. (C128)	$84.50
SPECIFIC GRAVITY, COARSE AGG. (C127)	$84.50
LIGHTWEIGHT PIECES IN AGG. (C123)	$131.00
ORGANIC IMPURITIES (C40)	$76.50
FLAT & ELONGATED PIECES (D4791)	$115.50
DELETERIOUS MATLS (MODOT TM71)	$101.00
CLAY LUMPS & FRIABLE PARTICLES (C142)	$124.50
DRY RODDED UNIT WEIGHT (C29)	$54.00

MASONRY TESTS (ASTM)

COMPRESSIVE STRENGTH 4” BLOCK	$37.50
COMPRESSIVE STRENGTH 6” BLOCK	$47.00
COMPRESSIVE STRENGTH 8” BLOCK	$64.50
COMPRESSIVE STRENGTH 12” BLOCK	$107.50
COMPRESSIVE STRENGTH MORT/GR CUBE	$17.50
GROUT PRISM	$17.50
MORTAR CYLINDER (2” X 4”)	$17.50
ABSORPTION, MASONRY BLOCK	$62.50
LINEAR SHRINKAGE (SET OF 3)	$468.50

BITUMINOUS TESTING

ASPHALT CONTENT	$140.00
ASPHALT CONTENT & AGG. GRADATION	$234.00
SIEVE ANALYSIS EXTRACTION	$115.50
MARSHALL TEST, FIELD - 3 PUCKS	$115.50
MARSHALL TEST, LAB - 3 PUCKS	$171.00
RETAINED STABILITY	$264.50
ASPHALT CORE DENSITY, EACH	$37.50
THEORETICAL MAX. DENSITY	$186.50

CONCRETE/ROCK CORE

CORE TRIM & TEST	$62.00
THICKNESS (AASHTO T148/ASTM C174)	$35.25

SOIL TESTS (ASTM)

	UNIT CHARGE
ATTERBERG LIMITS (D4318)	$84.50
ATTERBERG LIMITS - CH (D4318)	$123.00
SWELL TEST, 1/16 TSF (D4546)	$227.50
SWELL PRESSURE (D4546)	$429.50
SHRINKAGE LIMIT (D4643)	$84.50
MOISTURE CONTENT (2216)	$9.50
SIEVE + HYDROMETER	$210.50
HYDROMETER ONLY (D422)	$115.50
USCS CLASSIFICATION	$39.00
PERCENT PASSING #200	$62.50
SPECIFIC GRAVITY (D845)	$107.50
UNCONFINED COMPRESSION	$74.50
UNCONFINED/TRIAXIAL, REMOLDED	$115.50
TRIAXIAL TEST, PP, CU w/PP /POINT	$588.50
ORGANIC MATTER (D2974-C)	$76.50
PENETROMETER	$7.00
SAMPLE PREP, PER HOUR	$74.50
SHELBY TUBE DENSITY	$47.00
RESISTIVITY, 1 POINT	$90.50
RESISTIVITY, MINIMUM	$104.00
Ph	$76.50
CONSOLIDATION TEST, TO 8 TSF	$593.50
CONSOLIDATION TEST, >8 TSF 1 POINT	$76.50
CALIFORNIA BEARING RATIO, LAB, /PNT	$176.50
PERMEABILITY, FALLING HEAD 4” MOLD	$560.00
PERMEABILITY, FLEXIBLE WALL	$647.50
PERMEABILITY CONSTANT HEAD	$560.00
PERMEABILITY, FALLING HEAD UNDISTURBED	$677.00

LABORATORY COMPACTION TESTS

MOISTURE DENSITY RELATIONSHIP	
STD. PROCTOR (D698), MTH. A & B	$224.00
STD. PROCTOR (D698), MTH. C	$264.50
STD. PROCTOR (D698), 1 POINT	$78.50
MOD. PROCTOR (D1557), MTH. A & B	$274.00
MOD. PROCTOR (D1557), MTH. C	$370.00
MOD. PROCTOR (D1557), 1 POINT	$87.00
RELATIVE DENSITY	$561.00

CONCRETE TESTING

4” X 8” OR 6” X 12” TEST MOLD	$2.75
6” X 12” CYLINDER, TESTED AND MOLD	$21.25
4” X 8” CYLINDER, TESTED AND MOLD	$15.00
SAW CONCRETE CYLINDER	$37.00
BEAM FLEXURAL STRENGTH	$52.00
CONCRETE BEAM, NOT TESTED	$29.50
SAMPLE PREP, CLIENT MADE (5 CYLS.)	$42.50

DRILLING SERVICES CHARGES:

ENGINEER, STANDBY TIME, STAKEOUT CREW & OFFICE PERSONNEL	BASIC CHARGES +
MILEAGE - CME 75 RIGS ($100 MINIMUM)	$4.50 /MILE
MILEAGE - CME 550 RIGS ($150 MINIMUM)	$5.00 /MILE
CME 55 DRILL RIG AND TWO PERSON CREW	$260.50 /HOUR
CME 75 DRILL RIG AND TWO PERSON CREW	$304.00 /HOUR
CME 550 DRILL RIG AND TWO PERSON CREW	$304.00 /HOUR
CORE BIT CHARGE	$8.56 /FOOT
ROCK CORE SET UP	$107.00 /BORING
DECONTAMINATION EQUIPMENT	$206.50 /DAY
GROUT MACHINE	$344.50 /DAY
PLUG & BACKFILL BORINGS (UP TO 20 FT. DEPTH)	$16.00 /EACH
ALL-TERRAIN DRILL RIG RENTAL SURCHARGE	$441.50 /DAY
CME 75 EQUIPMENT RENTAL SURCHARGE	$294.50 /DAY
WATER TRUCK TANK & EQUIPMENT SURCHARGE	$111.00 /DAY
RESISTIVITY, FIELD TESTING, EQUIPMENT	$357.50 /DAY
MINIMUM DRILLING CHARGE	$1,619.00 /DAY

DRILLING ITEM:	DEPTH:				
	0' TO 20'	20' TO 40'	40' TO 60'	60' TO 100'	100' TO 150'
SOIL OVERBURDEN, 4 IN. AUGER	$11.35	$12.70	$14.00	$15.75	-
SOIL OVERBURDEN, 6 IN. HS AUGER	$13.70	$15.75	$17.00	$19.00	-
SOIL OVERBURDEN, 8 IN. HS AUGER	$13.70	$17.00	$20.70	$24.15	-
SOIL OVERBURDEN, 10 IN. HS AUGER	$15.75	$24.15	-	-	-
SOIL OVERBURDEN, 12 IN. HS AUGER	$19.00	$24.15	-	-	-
ROCK PENETRATION	$42.45	$47.45	$50.50	$58.80	$86.60
NQ CORING	$55.20	$58.80	$66.25	$76.25	-
STANDARD PENETRATION TEST	$31.35	$39.05	$47.85	$55.20	-
3IN. SHELBY TUBES	$39.05	$47.85	$55.20	$63.50	-

NOTE:

A HIGHER PRICE WILL APPLY WHEN THERE IS AN INCREASED RISK OF LOSING AUGERS OR BREAKING CORE BARRELS.

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