CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Inc. Address: 1027 South Main Suite 503 Joplin, MO 64801	
Attention: Dan Johnson		Attention: Eric Shelton, Clayton Cristy, Reid Catt	
Department: Engineering		Phone: (417) 890-8802	Department:
Phone: 417.624.0820 ext: 1538	Fax: 417.624.4620	OLS-WIL-03, Amendment #1 Old Willow Brand Drainage Improvements 7th Street Improvement (MODOT) (Red Phase)	

AMENDMENT 1 TO WORK AUTHORIZATION NUMBER OLS-WIL-03

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**. 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**. 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 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**. 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**. 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 OLS-WIL-03 exceed the sum of Ninety-Eight Thousand and 00/100 Dollars ($98,000.00).

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, 2025, 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson Inc

By: _____

Printed Name: Reid Catt, PE

Title: Senior Team Leader

Date: 6/4/2025

By: _____

Printed Name: Clayton Cristy, PE

Title: Senior Project Manager

Date: 6/4/2025

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

Date: _____

EXHIBIT 1
WORK AUTHORIZATION #OLS-WIL-03 (RED)
AMENDMENT #1

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Old Willow Branch Culvert Replacement, Joplin, Missouri

Located from 7th and Moffet Ave to 6th and Virginia Ave

Project Description: Old Willow Branch Culvert Replacement

The existing Old Willow Branch box culvert is near the end of its service life and in need of replacement. Original scope under OLS-WIL-01 assumed the new culvert alignment would be follow 7th Street from 7th Street and Moffett to 7th Street and Pennsylvania Avenue. Olsson evaluated multiple alternatives with consideration to construction costs, utility impacts, traffic impacts, constructability, and risks/impacts to private property. Following this evaluation, a different alignment was recommended that would reduce overall project cost, project risks, and impacts to the community. The recommended alignment starts at 7th Street just west of Byers and continues east to Wall Avenue, turns north on Wall Avenue to 5th Street, turns east on 5th Street to Virginia Avenue, then turns south and connects to the existing box culverts near 6th Street and Virginia. The scope for the RED portion of this project includes work from just west of 7th Street and Byers to the intersection of 6th Street and Wall Avenue.

Work Order # OLS-WIL-03 is amended as follows:

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Phase 100 – Project Management **$9,500**

This scope remains unchanged, except task 104: utility review meeting/coordination. Olsson will conduct a utility coordination meeting (1 virtual) and coordinate with utilities for potential impacts for the portion of the project along Wall Avenue. The ENGINEER contracted with MoDOT will provide utility coordination as a part of the MoDOT contract will continue to provide this service for the portion of the project along 7th Street.

Phase 200 – Survey **$25,000**

Task 201: Topographic and Boundary Survey

Topographic Survey - Olsson will collect Topographic Survey data for the additional areas outlined in Blue on Figure 1. The Topographic Survey data shall depict contours at a 1' vertical interval, physical improvements including buildings, driveways, fencing, vegetation, existing storm sewer systems, and visible utilities, as well as underground utilities as located by Missouri One-Call system. To provide continuity throughout the project, Olsson will utilize the project control established for the MoDOT Jasper County Route 66 project. The existing control is tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only. Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locater. By signing this contract, the client understands and acknowledges that utility mapping is not exact, and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities.

Right-of-Way Survey Data - Olsson will collect right-of-way information for the area outlined in Purple on the attached exhibit. To provide continuity throughout the project, Olsson will utilize the project control established for the MoDOT Jasper County Route 66 project. The existing control is tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

Base Map Preparation – Consultant will create the base map using the above topographic survey and right-of-way data. Drawings will be provided in AutoCAD format. The Base Maps will include topographic information, existing underground and aerial utilities, existing right-of-way lines, approximate lot and property lines. Property line determinations will be performed as needed for project design and easement acquisition.

Project Control – To provide continuity throughout the project, Olsson will utilize the project control established for the MoDOT Jasper County Route 66 project. The existing control is tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. The Consultant shall provide a list of horizontal and vertical control points with coordinates, elevations and descriptions.

Utility Locates - Missouri One Call will be contacted, and utilities will be drawn from surveying above ground features and will include markings by utility companies resulting from the locate request. Any information supplied by utility companies will also be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The Consultant will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

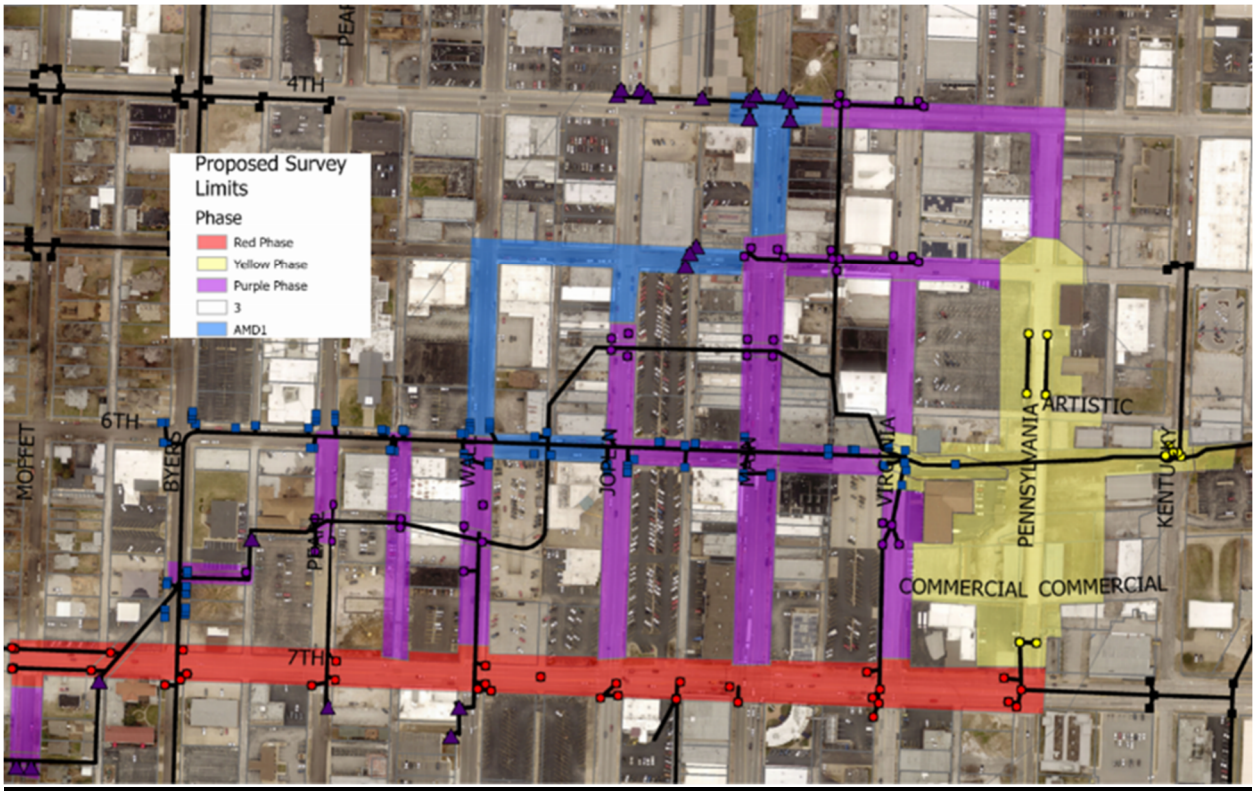

Figure 1: Survey Limits

Phase 300 – Site Investigation (Complete)

Phase 400 – Final Roadway Design Services (MoDOT)

This scope remains unchanged, except for changing the limits of the design as previously described.

Phase 500 – Preliminary Design (from 7th St & Wall Ave to 6th St and Wall Ave) **$39,000**

Task 501: Preliminary and Right-of-Way Plans
Olsson will develop preliminary and right-of-way plans for the proposed box culvert construction from 7th Street & Wall Avenue to 6th Street & Wall Avenue that illustrate limits of the demolition, pavement restoration, structures and utilities in conflict with the proposed project, as well as easement and permanent RW limits.

Preliminary & Right-of-Way Plans

- Prepare & Submit RW Plans
  - Cover Sheet
  - General Notes
  - Alignment and Control
  - Typical Sections
  - Demolition Plans
  - Plan & Profile Sheets or special grading (Roadway)
  - Plan and Profile Sheets (Box Culvert)
  - Storm system layout (for connecting existing inlets within the project limits)
  - Special details
  - Cross Sections
- Prepare & Submit Opinion of Probable Cost
- Conduct Quality Control Review

Phase 600 – Right-of-way services **$21,000**

Task 601: RW Assistance

Olsson has reviewed the scope of the project as presented by the City and have assumed six (6) parcels impacted by temporary construction easements and no permanent right-of-way or easements.

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 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. If the parcel or easement can't be negotiated in the three contacts listed above, Olsson will review the property with the City to evaluate how to proceed. Negotiations beyond the initial three contacts shall be considered additional services.

For condemnation purposes, Olsson charges a rate of $350.00 per hour for court appearances, attorney conferences, and preparation of court exhibits.

The above negotiation fee is based upon the following: The City of Joplin will provide with a notice to proceed:

- All applicable title commitments;
- Approved right-of-way plans and individual tract plats if available;
- Legal descriptions of acquisition;
- A copy of each appraisal with supporting documents from Contract Fee Appraiser.
- The City of Joplin will provide vacancy notices to each owner when applicable.
- 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.

Olsson's timeline for completion of negotiations on this project is nine (9) months from the City's notice to proceed.

Task 602: Waiver Valuations (6 properties)

Phase 700 – Final Design Services (from 7th St & Wall Ave to 6th St and Wall Ave) **$41,000**

Task 701: Final Plans

Olsson will prepare final design plans for the proposed box culvert construction. The following design tasks are anticipated and included:

Final Design & Final Plans

- Incorporate comments from City on preliminary plan submittal
- Prepare & Submit Final Plans
  - Cover Sheet
  - General Notes and Recapitulation of Quantities
  - Alignment and Control
  - Typical Sections

  - Plan & Profile Sheets or special grading (Roadway)
  - Plan & Profile Sheets (Box Culvert)
  - Storm System Plan & Profile Sheets (for connecting existing inlets within the project limits)
  - Pavement Marking & Signing Sheets
  - Traffic Control General Phasing
  - Sediment and Erosion Control Sheets
  - Special Details (~4 sheets)
  - Cross Sections
- Final Opinion of Probable Cost
- Draft Technical Specifications

Task 702: Structural Design

A standard MoDOT RCB will be used as the basis for the design. A detailed bill of reinforcing will not be developed for the RCB or special connections. Special connection details will be developed:

1. To connect to the existing RCB system approximately 200 feet south of 6th street on Wall Avenue.
2. To connect to the existing RCB system at 6th and Wall.

Task 703: Final PS&E

Olsson will prepare final plans, specifications, and estimate for bidding.

Final PS&E

- Incorporate comments from Client on Final Plan Submittal (100% unsigned/unsealed)
- Revise and Submit 100% PS&E (signed/sealed) for Construction Submittal
- Prepare & Submit Final Opinion of Probable Cost
- Prepare & Submit SWPPP (if applicable)
- Prepare & Submit Project Front End Docs
- Prepare & Submit Technical Specifications
- Conduct Quality Control Review

Phase 800 – Bid Phase Services **$12,500**

Task 801: Attend Pre-bid Meeting

Olsson will attend a pre-bid meeting led by the Client. Some Olsson personnel may attend this meeting virtually.

Task 802: Answer Questions and Prepare Addenda

Olsson will assist the City with answering questions raised by bidders. Addenda will be prepared, as required, to provide clarification to questions. The Client will be informed on a regular basis of any project changes resulting from bidders' questions.

Task 803: Review and Evaluate Bids

All bids properly received will be reviewed. Any inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will distribute the bid tabulation to all bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

Assumptions/Clarifications:

The following assumptions and clarifications apply to the scope of this workorder:

1. The portion of the box culvert construction from 7th Street & Wall Avenue to 6th Street & Wall Avenue will be bid separately from the remainder of the alignment to allow for this phase to be constructed first. This section must be constructed prior to the start of construction the storm improvements being incorporated into the MoDOT 7th Street project.
2. After coordination with city staff, previous geotechnical investigations were shifted from along 7th Street to other locations after determining the shallow depth of rock along 7th Street. No additional geotechnical borings appear to be necessary currently.
3. A majority of the subconsultant design work was completed prior to determining 7th Street was not the optimal location. No additional subconsultant survey was completed.
4. The pavement rehab assumes that the profile of Wall Avenue is not changing and sidewalk restoration will only be designed on the western side of the street.
5. Aesthetic improvements and special streetscape features are not expected for this section of roadway.
6. The city will help coordinate with property owners regarding any property considerations such as basements, drains, or access.
7. Fees are an estimate of the actual work necessary to complete the work and the consultant can shift funds between phases and task as necessary to complete the work. Fees cannot be shifted to future phases until the current phase has been submitted and accepted by the City.
8. All permit and mitigation fees, if any, will be paid for by the City.
9. Contractor shall develop detailed traffic control plans based on general phasing and present to the city for approval during construction.
10. No federal funding will be used for the project.
11. Geotechnical investigations have been completed.
12. Other assumptions identified within the scope of services.

Exclusions:

The following exclusions apply to the scope of this workorder:

1. Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities. More specifically, sanitary sewer conflict relocation is not included in this scope of services.
2. Detailed bill of reinforcing for RCB and special structural details.
3. Roadway concrete jointing plans.
4. Special aesthetic design elements such as benches, festival power, irrigation, tree wells or planting plans, and detailed concrete jointing plans.
5. Photometrics and street lighting.
6. Environmental review and investigations.
7. Appraisals
8. Public meeting and public engagement.
9. 3D visualizations.
10. Construction staking, administration, observation, testing, and inspection.
11. Any service that is not explicitly stated in this scope of services.

DELIVERABLES

All deliverables are assumed to be electronic (PDF) format:

- Preliminary Plans & Right-of-way Plans Phase
    - Plan Set
    - Opinion of Probable Cost
    - Easement Descriptions & Exhibits (after preliminary)
    - Valuation Waivers (after preliminary)
- Final Design (100% unsigned/unsealed) – for client review/approval
    - Plan Set
    - Opinion of Probable Cost
    - Technical specifications
- Final Design (100% signed/sealed) – for bid
    - Plan Set
    - Opinion of Probable Cost
    - Technical specifications
    - Project Front End Documents
    - SWPPP (if applicable)

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Completion Date (Design Scope): December 2026

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.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.20, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed $98,000. The total fees in the amendment sum to more than $98,000. The $98,000 fee reflects the net increase in fees to complete the scope of services from the original agreement and scope of services for this amendment. The fee reduction from total of original and amendment are a result of the overlaps in some of the services, which remain unchanged.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.