CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-128 – approving Amendment 1 to Work Authorization OLS-OC22-02 with Olsson for professional engineering consulting services for the design of the Grand Falls Trail.

MEETING DATE
June 16, 2025

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Council Bill 2025-128, Amendment 1

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter C. Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves Amendment 1 to Work Authorization OLS-OC22-02 with Olsson in the not to exceed amount of One Hundred Eight Thousand Three Hundred Fifty and 00/100 dollars ($108,350.00) for professional engineering consulting services for the design of the Grand Falls Trail.

BACKGROUND
City Council previously approved a work authorization with Olsson for the design of the Grand Falls Trail which included the conceptual design of a new parking area and overlook near the falls. The City has since received additional funding through a TAP grant that will help fund the construction of the trail. Due to the addition of grant funding, the parking area and overlook are planned to be added as bid alternates so they can be constructed should funding allow. The conceptual designs have to be finalized in order to be added to the bid.

This amendment includes the final design of the parking area and overlook; survey; hydraulic analysis; and wetland, stream and glade management/permitting requirements. It also includes assistance with the preparation of the bid documents. The fees submitted by Olsson have been reviewed by City staff and found to be within industry standards.

FUNDING SOURCE
This is included in the FY 2025 budget in the Parks and Stormwater Sales Tax.

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 1027 S. Main St. Suite 503, Joplin, MO 64801	
Attention: Dan Johnson		Attention: Jonathan Peitz, Clayton Cristy	
Department: Engineering		Phone: 417-890-8802	Department:
Phone: 417.624.0820 ext: 1538	Fax: 417.624.4620	OLS-OC22-02, Amendment #1 Grand Falls Parking Lot and Trail	

AMENDMENT 1 TO WORK AUTHORIZATION NUMBER (OLS-OC22-02) GRAND FALLS PARKING LOT AND TRAIL BETWEEN THE CITY OF JOPLIN, MISSOURI AND OLSSON, INC. UNDER THE PROFESSIONAL SERVICES AGREEMENT PROFESSIONAL SERVICES DATED July 12, 2022

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-OC22-02 to Master Agreement for Professional Engineering Consulting Services Dated 07/12/2022

exceed the sum of One Hundred Eight Thousand Three Hundred Fifty and 00/100 Dollars ($108,350.00).

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: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

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

Date: _____

AMENDMENT #1

Date: 5/30/2025

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated July 12, 2022 between City of Joplin, Missouri ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Grand Falls (Along Riverside Drive/Grand Falls Road from Jackson Avenue to Grand Falls Dam)

Project Description: Grand Falls Trail along Riverside Drive/Grand Falls Road
Trailhead and Parking Lot at Grand Falls
Grand Falls Overlook (site features, beautification elements)

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:

DESIGN SERVICES

Phase 200 – Surveying Services

Task 203 – Additional Topographic Survey Data

Olsson shall perform additional topographic survey for the area shown in the attached Exhibit C to connect to previous job 022-04049. Control points from the previous job will also be found and used for this site. The topographic survey data will be collected on approximately a 50-foot grid along with high and low spots, break lines and line connectivity will be used to contour the site. Contours will be shown on a (1) foot contour interval with spot elevations shown if needed for clarity. All physical improvements including buildings, driveways, sidewalks, fencing and visible utilities, as well as underground utilities as located by Missouri One-Call system will be shown.

Topographic Survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System– Zone West-US Survey foot.

Only an in-house AutoCAD drawing will be provided.

- 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.

- Easement Preparation
  One Easement document consists of a description and a sketch. Olsson's fee includes preparation of two (2) easement documents. Olsson's fee for preparation of additional easement documents will be $750.00 per Easement Document.

Phase 700 – Parking Lot & Overlook Design Plans

Task 701 – Overlook 10% Concept Plans

Olsson shall prepare a concept design plan, preliminary hardscape and wall materials, concept lighting, fencing, site amenities, and plant palette for Project site, as shown on the attached Exhibit A, based on Client-provided site programming. Concept design plans will include preliminary site plan locations, sizes, shapes, elevations, and materials options. Concept design plans will include development of two (2) concept options for the Grand Falls overlook.

Meetings
Olsson shall attend Project meetings with Client's Project team. The following meetings are anticipated:

- One (1) in-person site meeting to review potential Overlook locations
- One (1) virtual concept design review meeting

Deliverables: One (1) concept design package, meeting notes and memorandums, as required.

Task 702 – Overlook & Parking Lot 60% Plans

Olsson will prepare design development plans for Client based on approved conceptual design plans, including preliminary site plan locations, sizes, shapes, elevations, and materials options. Olsson will submit plans for Client review and comments. Design will include proposed parking lot layout, parking lot lighting, proposed overlook layout, retaining wall materials, preliminary design grading, and associated softscape. If required, a photometric analysis considering illuminance and/or luminance will be prepared and submitted to Joplin staff to ensure compliance with standards are met. Lighting will comply with Dark Sky requirements. Proposed power source locations will be reviewed with power provider and coordinated to ensure power feed can be provided. Voltage drop and circuitry will be reviewed to determine optimum placement of control equipment for current and future build of the parking lot and trail system. Design development plans will be considered as 60% completion construction documents. Olsson will submit one (1) plan set to the client for review and comment. Plans will be incorporated into the existing plan

set as bid alternatives and additional sheets will be added as needed. Olsson will update opinion of probable cost and quantities.

Meetings
Olsson shall attend Project meetings with Client's Project team. The following meetings are anticipated:

- Up to two (2) virtual conference call review meetings
- One (1) in person review meeting and site visit

Task 703 – Final Design Plans

Olsson will prepare construction documents, based on Client approved design development plans. Olsson will incorporate Client comments into construction documents. Construction documents will include elevation, section, details, and layout plans for requested removal of existing trees, parking lot lighting, trail head, overlook, retaining wall materials, privacy fencing and additional landscaping. Final plans will be incorporated into the overall project plan. Olsson will update opinion of probable cost and quantities.

Meetings
Olsson shall attend Project meetings with Client's Project team. The following meetings are anticipated:

- One (1) Site visit for location review and resolution review
- Two (2) virtual conference call review meetings

Deliverables: Final PS&E documents for Bid Alternatives; and meeting notes and memorandums, as required.

Task 704 – Hydraulic Analysis

a. Additional modeling is required to evaluate the impacts of a proposed scenic overlook at Grand Falls Dam. The location is shown in the floodway in the draft version of the upcoming flood map for Newton county. Currently, the project is located in the Zone AE floodplain of Shoal Creek with a defined floodway. Work within the floodway is required to cause no increase to the base flood elevation.

b. Development of hydraulic model for evaluation.

i. The city will provide the draft hydraulic model from SEMA for the upcoming flood map update for Shoal Creek. The draft model will be utilized as the best available information and the starting point for the evaluation. If the draft model is not provided by the city, Olsson with utilize the previously developed model for shoal creek to perform the no-rise evaluation.

ii. Olsson will utilize hydrologic information from the FIS study for peak flow rates.

c. The hydraulic model will be used to evaluate project impacts to the base flood elevation and compliance with no-rise criteria.

i. Olsson will adjust the location and size of the overlook in an attempt to offset impacts to the base flood elevation

1. This scope assumes the selected alternative will have minimal grading or obstructions within the floodway. Some overbank grading near the overlook may be recommended to achieve a no-rise.
2. It is understood that channel improvements are not included in the scope of work for the project, so avoiding fill within the floodway will be paramount to meeting no-rise and floodplain requirements.

d. Complete a floodplain development permit application and no-rise certification (if applicable) to be submitted with the construction drawings deliverable.

e. Complete a brief 1-2 page no-rise report summarizing the evaluation and results.

f. Exclusion: FEMA CLOMR and LOMR: It is assumed that the project will be able to meet a no-rise criteria without significant improvements to the stream and culverts/bridges. If the project cannot avoid the floodway and creates an increase in the base flood elevation, a contract amendment will be required to perform a CLOMR and a LOMR. Map revision work is not able to be performed without first obtaining the effective model from FEMA.

Task 705 – Revised Wetland and Stream Delineation and Report

Olsson will revise the wetland and stream delineation report for the Grand Falls Trail project (Project) in Joplin, Missouri to include the additional area for the overlook. Olsson will follow the methods described in the United States Army Corps of Engineers (USACE) Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont (Version 2.0) (November 2010).

a. **Desktop Review**
Olsson will conduct a desktop review of available databases to determine areas within the additional Project site study area that may have potential wetlands or other waters. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.

b. **Site Visit**
Following desktop review, Olsson will conduct a site visit to verify the presence or absence of wetlands, streams and other waters identified in the additional study area. The site visit will be conducted by traversing the Project site study area to identify wetland characteristics, including hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland and/or other waters boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Eastern Mountains and Piedmont Region Data Forms will be completed. Photographs documenting site conditions, including wetlands and other waters, will be provided. Agricultural areas require additional sample points primarily to document soil conditions. Transects will be developed through areas of potential farmed wetlands.

c. **Report**
Upon site visit completion, Olsson will revise the previous completed wetland and stream report to include any additional wetland and stream findings within the expanded Project site study area. The wetland delineation and stream delineation report will include a narrative of how the wetland and stream delineation was conducted and a summary of wetland and stream delineation results. Figures documenting information gathered during desktop review and figures showing wetland, streams and other waters boundaries, sample point locations, and photo point locations will be included along with a photo log documenting conditions at the time of the site visit.

ASSUMPTIONS:
Client will provide the following:
1. Project description
2. Location information
3. General Project location map
4. Project site access and landowner permission

ITEMS NOT INCLUDED IN THIS TASK:
1. Individual Permit (over 0.5 acre of wetland impacts),
2. On-Site Habitat or Threatened and Endangered Species Evaluations,
3. On-Site Cultural Resources Study or Evaluation,
4. Permittee Responsible Mitigation Plan and Monitoring.

Task 706: Glade Restoration & Management Plan
Olsson will develop a Glade Restoration Plan for the Grand Falls Trail Overlook project located in Joplin, Missouri.

a. **Native Plant Species Specification.** Native plant species will be selected that are adapted to the environmental conditions present at the project site (e.g., climate, precipitation, soils, growing season, pests), and that will require minimal maintenance once established. Species that are available for purchase from nearby native plant nurseries will be selected, with an emphasis on species adapted to glade habitats.

b. **Seed Mix Specification.** A custom seed mix will be developed that contains species adapted to the environmental conditions specific to the project location. Species that are available for purchase from native seed providers will be selected.

c. **Planting Specifications.** Planting specifications that will assist the construction contractor with sourcing, planting, and establishing the seeds and plant materials included in the Glade Restoration Plan will be developed.

d. **Maintenance Plan.** Maintenance specifications that will assist the city staff or contractors with maintaining the native glade species and controlling noxious and invasive species will be developed.

e. **Quality Control Review.** Olsson will conduct a quality control review of the engineering plan sheets to ensure conformance with the Glade Restoration Plan.

Phase 800 – Bidding Phase

Task 801: Preparation of Bid Documents

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

Task 802: Review and Evaluate Bids

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

Phase 900 – RTP Grant Permitting Assistance

Task 901: Wetland and Stream Field Delineation

Olsson will complete a presence/absence survey of potentially jurisdictional wetlands and streams at the following locations in Joplin, Missouri so that construction and installation of these features can avoid impacting jurisdictional wetlands, streams, and other waterbodies:

- Ron Richard Park
- McIndoe Park
- Landreth Park
- Tin Cup Trail
- Mohaska Trail

Olsson will follow the methods described below:

- Desktop Review. Olsson will conduct a desktop review of available databases and compare them to the proposed locations for the installation of bike racks and benches to identify those that may be within or in close proximity to regulated

Waters of the United States. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5 minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.

- Field Delineation. Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands, streams, and other waters of the U.S. at select locations identified during the desktop review. The boundaries of wetlands, streams, and/or other waters of the U.S. boundaries will be delineated using marking flags or paint, and the locations will be recorded with a sub-meter accuracy global positioning system (GPS) unit. Photographs documenting the locations will be taken. Photographs and GIS coordinates will be provided to the client.

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: Upon receipt of notice to proceed.
Anticipated Completion Dates: The field delineation will be completed and deliverables provided to the client within 30 days upon receipt of notice to proceed.

ASSUMPTIONS

Client will provide the following:

1. General Project Location Map
2. Project Area Access and Landowner Permission

ITEMS NOT INCLUDED IN SCOPE:

1. Nationwide 404 Permit Application
2. Individual Section 404 Permit Application
3. On-site meetings with the Corps
4. Changes in project design or location requiring additional field delineations
5. In-person agency or client meetings
6. Wetland Delineation Report outlining methods and results of desktop review and field delineation.

Task 902 – Agency and Client Coordination

Olsson will provide coordination with staff at the City of Joplin and the U.S. Army Corps of Engineers as needed for the additions of bike racks and benches to the Grand Falls Trail project in Joplin, Missouri. Olsson will follow up with additional USACE requests within the limitation of the assumptions outlined below.

ASSUMPTIONS

Client will provide the following:

1. Revised project description,
2. Revised project design sheets,

3. Revised quantity (in cubic yards and square feet) of dredge and fill in Waters of the U.S. from the project,
4. Revised quantity (in cubic yards and square feet) of temporary and permanent impacts by the project to Waters of the U.S.

ITEMS NOT INCLUDED IN THE SCOPE:

1. In-person agency or client meetings

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: Upon receipt of the notice to proceed.

Anticipated Completion Dates: Olsson will submit a revised NWP to the USACE within 30 days of notice to proceed. Following submittal, the USACE timeline can vary in issuing a permit.

Assumptions and Exclusions

We have made assumptions in the preparation of this scope of services. These assumptions and subsequent explanations are as follows:

- All permit and mitigation fees will be paid by the Client
- Assumes an individual 404 Permit will not be required, the nation-wide permit will be sufficient.
- Client shall provide design guidelines, City Fonts, and Parks Department Logos

Exclusions include, but not limited to the following:

- 3D Visualization and modeling
- LiDAR Scanning and Point Cloud Terrain
- Irrigation Plans and Details
- Design of any culvert modifications
- Contract development for contractor
- Geotechnical study
- Three-dimensional modeling and illustrative graphics
- Value engineering revisions
- Payment of submittal fees and expenses for governmental reviews
- Elevation certifications
- As-built surveys and preparation of record drawings, except were specifically stated otherwise.
- Value Engineering Revisions
- Payment of Submittal Fees and expenses for governmental reviews
- Construction Inspection and Testing
- Any services not specifically detailed in the scope.

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

Anticipated Start Date: Upon Receipt of Signed Amendment
Anticipated Completion Date: December 31st, 2025

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 time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), 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.

TERMS AND CONDITIONS OF SERVICE

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

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson via email: jpeitz@olsson.com. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.,

OLSSON, INC.

By _____ By _____

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

City of Joplin, Missouri

By _____
Signature

Printed Name _____

Title _____ Dated: _____

Amendment 1 Fee Summary - Overlook, Parking Lot and RTP Grant			
Phase	**Task**	**Description**	**Fee**
200		**Survey Services**	**$9,100.00**
	203	Additional Topographical Survey	$9,100.00
700		**Parking Lot & Overlook Design Plans**	**$86,000.00**
	701	Overlook Concept Plans	$9,500.00
	702	Overlook & Parking Lot 60% Design Plans	$35,000.00
	703	Overlook & Parking Lot Final Design Plans	$25,000.00
	704	Hydraulic Analysis	$9,000.00
	705	Revised Wetland & Stream Delineation Report	$1,500.00
	706	Glade Restoration & Management Plan	$6,000.00
800		**Bidding Phase**	**$9,500.00**
	801	Preparation of Bid Documents	$6,500.00
	802	Review and Evaluate Bids	$3,000.00
900		**RTP Grant Permitting Assistance**	**$3,750.00**
	901	Wetland and Stream Field Delineation	$3,000.00
	902	Agency & Client Coordination	$750.00
		Contract Amendment Total =	**$ 108,350.00**

Attachments
Olsson Billing Rate Schedule
Exhibit A: Project Site
Exhibit B: RTP Permitting Site
Exhibit C: Additional Topo Area

EXHIBIT A - PROJECT SITE FOR OVERLOOK AND PARKING LOT DESIGN

PROJECT AREA

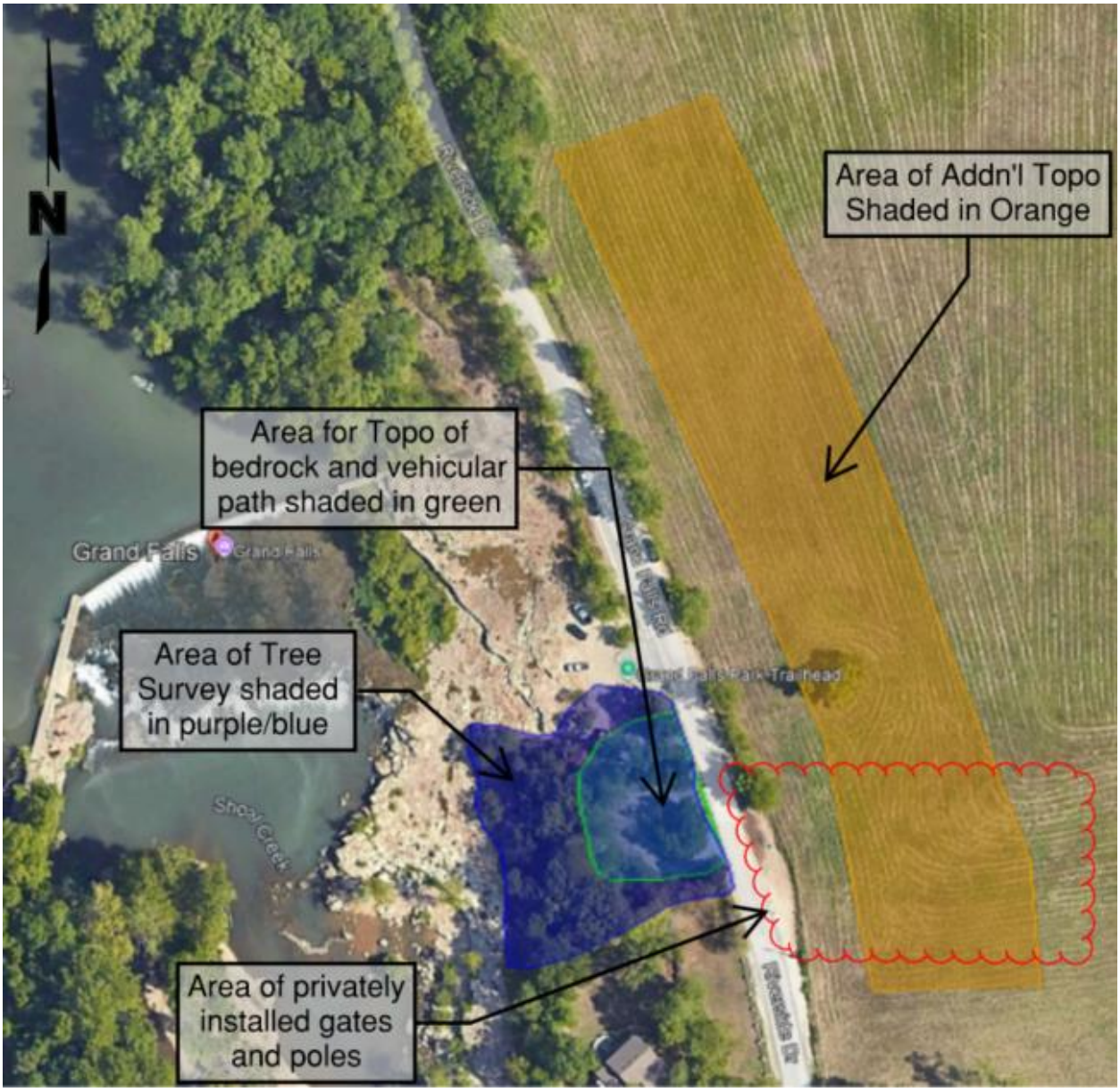
Grand Falls Rd

Riverside Dr

Google Earth

olsson

Topographic Data Collection Exhibit



550 E. St. Louis Street / Springfield, MO 65806
O 417.890.8802 **/ olsson.com**

COUNCIL BILL NO. 2025-128 ORDINANCE NO

AN ORDINANCE approving Amendment 1 to Work Authorization OLS-OC22-02 with Olsson in the not to exceed amount of One Hundred Eight Thousand Three Hundred Fifty and 00/100 dollars ($108,350.00) for professional engineering consulting services for the design of the Grand Falls Trail; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the Amendment to Work Authorization OLS-OC22-02 with Olsson in the not to exceed amount of One Hundred Eight Thousand Three Hundred Fifty and 00/100 dollars ($108,350.00) for professional engineering consulting services for the design of the Grand Falls Trail, a true and accurate copy of said amendment to work authorization being attached hereto and incorporated herein, be, and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached Amendment to the work authorization, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Parks and Stormwater Sales Tax fund.

Section 4. That this Council Bill shall have an effective date of July 8, 2025.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2025-128

I hereby certify that a sufficient amount is available in the Parks and Stormwater Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance