CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-144 Work Authorization OLS-OC21-08 with Olsson for Construction Phase Professional Engineering Services for the 32nd St. Widening Project from Shifferdecker Ave. to Central City Road

MEETING DATE
July 19, 2021

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2021-144; Work Authorization; Location Map

REVIEWED BY
Director of Public Works: David Hertzberg; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve a work authorization with Olsson in the not to exceed amount of Five Hundred Twenty Thousand and 00/100 dollars ($520,000.00) for construction phase professional engineering services for the 32nd Street Widening Project.

BACKGROUND
In August 2014 the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the widening of 32nd Street from Schifferdecker to Central City Road. In September 2015, the City entered into an agreement with Olsson to provide design services for this project, and in July 2019 and May 2020 the City entered into additional agreements with Olsson to provide Right of Way Negotiation Services and Appraisal Services. The project consists of full depth reconstruction and widening of 32nd St. to a 3-lane roadway with curb and gutter, including a dual-use sidewalk/bike trail on the north side of the roadway. This work authorization for construction phase engineering services includes materials testing, construction observation, and construction administration services. City of Joplin inspection staff will assist with the construction observation of this project when available. City staff has reviewed the fees submitted by Olsson for the construction phase engineering services and found them to be within industry standards.

FUNDING SOURCE
Capital Improvement Sales Tax

RECOMMENDATION
Staff recommends approval of Council Bill 2021-144, Work Authorization OLS-OC21- 08 with Olsson for Construction Phase Professional Engineering Services for the 32nd St. Widening Project from Shifferdecker Ave. to Central City Road in the not to exceed amount of Five Hundred Twenty Thousand and 00/100 dollars ($520,000.00) on first reading.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Address: 702 S. Main Joplin, MO 64801	
Attention: David Hertzberg		Attention: Clayton Cristy Jack Schaller	
Department: Public Works		Phone: 417-781-0643	Fax: 417-781-4714
Phone: 417-624-0820	Fax:	32nd Street Construction Phase Services	

WORK AUTHORIZATION NUMBER OLS-OC21-08
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number OLS-OC21-08 exceed the sum of Five Hundred Twenty Thousand Dollars ($ 520,000.00).

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, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation….Statutory coverage per RSMo 287.010 et seq.
Employer's Liability……. $1,000,000.00

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson

By: _____

Printed Name: Ron Mersch

Title: Region Leader

Date: 07/13/21

By: _____

Printed Name: Clayton Cristy, PE

Title: Vice President

Date: 07/13/21

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A
CLARIFICATION OF SERVICES

32nd Street Improvements
Schifferdecker to Central City Road

The following Clarification of Services, Assumptions, and Exclusions further define the Engineering Services Agreement (Revision Date 9/11/2019)
Section A1.08 Construction Phase (Only)
For the above reference project.

Work Authorization Number:
32nd Street Construction Phase Services

A. PROJECT DEFINITION: 32nd Street Improvements (Schifferdecker to Central City Road)

The project involves construction phase services related to improvements to 32nd Street from Schifferdecker to Central City Road including the following:

- Construction Observation;
- Construction Administration;
- Materials Testing.
- Construction Utility Coordination;

B. CLARIFICATION OF SERVICES

1. **Surveying Services:** Olsson shall perform surveying services to monitor and document settlement of fill. This shall consist of performing a level loop survey weekly for 12 weeks for settlement plates.

2. Construction Special Testing Services: Construction materials testing will be performed on this project in general compliance with the Standard Specifications for The City of Joplin, Missouri last updated February 15, 2021. Olsson will provide quality assurance testing which shall include:

Laboratory Testing

4 soil proctors
4 Atterbergs
4 P-200
4 Base proctors
4 Base gradations
18 Aggr. plant samples
25 BP Asphalt Tests
1000
Concrete Cylinders

3. Construction Phase Services

Olsson shall provide the following services:

a. Prepare the pre-construction report
b. Prepare the Notice to Proceed
c. City shall review payroll

PROJECT ASSUMPTIONS

1. Fees can be shifted between phases and tasks.
2. The City will issue notice to proceed after City Council Approval.
3. Utility relocation shall be completed by the respective utility company with the exception of water.
4. The land disturbance permit and SWPPP will be handled under the City's operating permit. The contractor shall be responsible for maintaining and updating the SWPPP. Furthermore, the contractor is responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMPs as set for in the SWPPP to meet all applicable city, state, and federal laws.
5. It is assumed that 12 pay requests will be processed.
6. It is assumed that there will be a winter shutdown from October 31st to March 1st each year. This period would require minimal if any construction phase services.
7. Construction phase services for this agreement shall be limited to 12 months. The total contract time is approximately 22 months.
8. Change orders shall be considered additional services beyond an included fee of $10,000.
9. RFI responses shall be considered additional services beyond an included fee of $10,000.
10. Evaluation of or Equal items shall be considered additional services beyond an included fee of $3000.
11. Progress meetings shall be held every 2 weeks for 26 meetings.
12. It is anticipated that a project engineer will be on-site for 6 hours per week for 52 weeks.
13. Construction observations:
    a. We have estimated that these projects will require the utilization of construction observation and materials testing personnel over a 12 month time period. Should the projects be timed in a manner requiring the Olsson to provide observation and testing personnel for more than 16 months, a supplemental agreement will be required.
    b. Fees are based on one construction observer 40 hours per week for 52 weeks. Overtime could require a supplemental agreement.

c. Construction Testing Services:

The testing services will be performed by the on-site construction observation personnel listed in construction observation. There will be times when City staff will need to be on-site to observe construction while testing is being performed.

TOTAL FEES (NOT TO EXCEED) $520,000.00

C. EXCLUSIONS

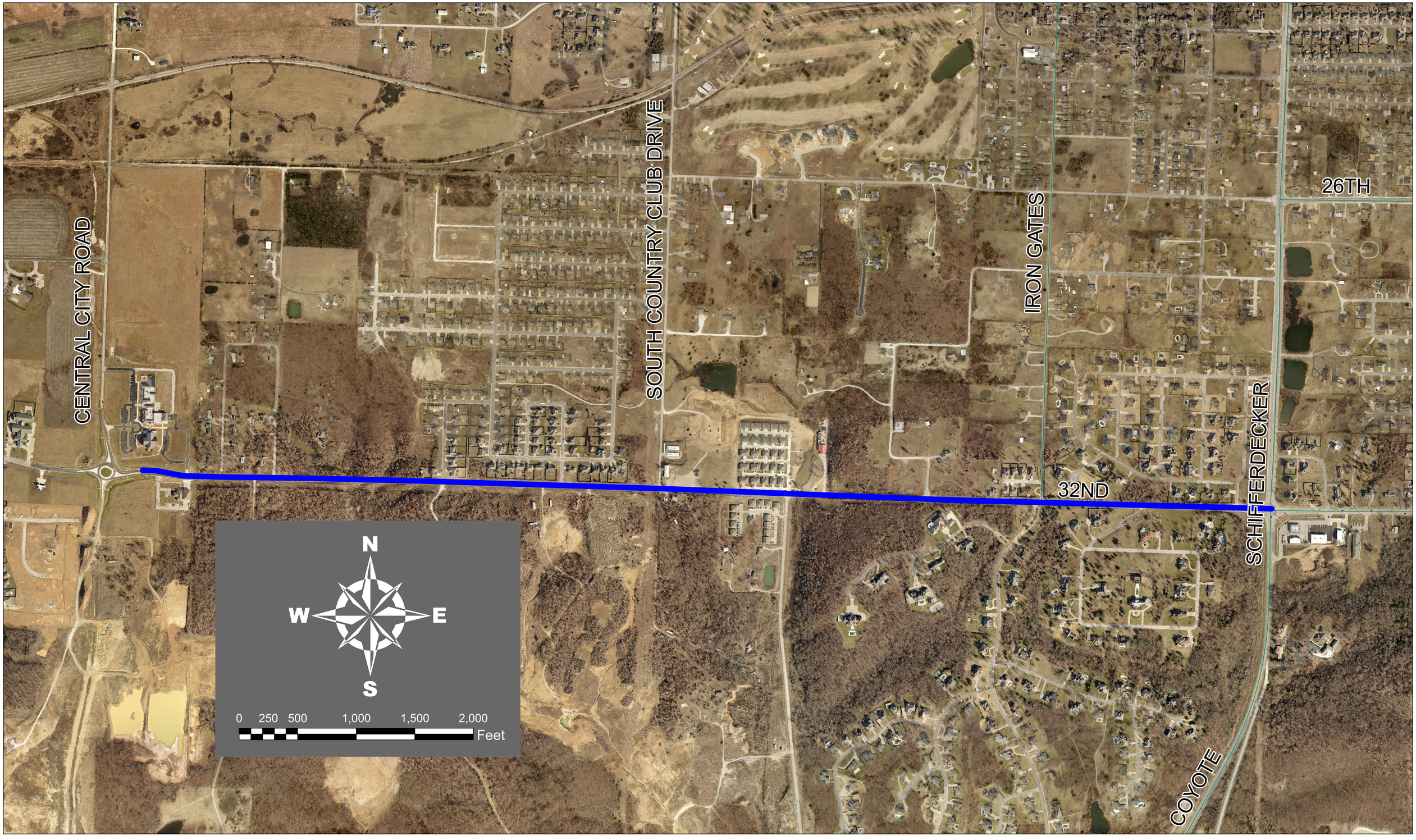
1. Right-of-Way monumentation

2. As-built surveys
3. Payroll review
7. All services not specifically listed are assumed to be excluded.

MAN-HOUR ESTIMATE - 32ND STREET CONSTRUCTION PHASE SERVICES

Phase No.	Description of Work Items / Tasks	LABOR HOURS													EXPENSES												Total Man-Hours	Total Labor Fee	Total Expense Fee	Grand Total Fee	
		Project Manager	Senior Engineer	Project Engineer	Design Associate	Surveyor	2 Person Survey Crew	Const. Services Project Manager	Const. Services Technician	Materials Testing Technician	Admin Specialist	CJW Principal	CJW Senior Engineer	CJW Design Associate	Travel, mile (Car)	Travel, mile (Survey Vehicle/ Truck)	Soil Proctor	Atterbergs	P-200	Base Rock Proctor	Gradation	Aggregate Samples	Asphalt Test Set	Concrete Cylinders	Plan Sets						
		$ 215.00	$ 185.00	$ 135.00	$ 115.00	$ 140.00	$ 160.00	$ 130.00	$ 85.00	$ 85.00	$ 85.00	$ 174.00	$ 154.00	$ 135.00	$ 0.58	$ 0.75	$ 165	$ 100	$ 70	$ 165	$ 150	$ 470	$ 340	$ 19	$ 600						
100	**Project Management**																														
	1.1 Overall Project Management (2 Hr/Wk @ 52 Wks)	120				24						16															*160*	*$ 31,944.00*	*$ -*	**$ 31,944.00**	
																															$ 31,944.00
200	**Geotechnical Construction Admin (Additional Services)**																														
	2.1 Geotechnical Services (Settlement Plates, Soft Soils)		24													500											*24*	*$ 4,440.00*	*$ 375.00*	**$ 4,815.00**	
																															$ 4,815.00
300	**Construction Survey Services**																														
	3.1 Settlement Plate Monitoring (12 Weeks / 1 Day per Week)					12	96		12							360											*120*	*$ 18,060.00*	*$ 270.00*	**$ 18,330.00**	
																															$ 18,330.00
400	**Utility Coordination**																														
	4.1 Utility Review Meetings / Coordination	24		16								4	4														*48*	*$ 8,632.00*	*$ -*	**$ 8,632.00**	
																															$ 8,632.00
500	**Construction Administration (Engineering)**																														
	5.1 Attend Pre-Construction Conference	4		4							8	6	6		200										12		*28*	*$ 4,048.00*	*$ 7,316.00*	**$ 11,364.00**	
	5.2 Review Shop Drawings - Traffic Signal / Traffic Items		4	8	8																						*20*	*$ 2,740.00*	*$ -*	**$ 2,740.00**	
	5.3 Review Shop Drawings - Retaining Wall		20	10											250												*30*	*$ 5,050.00*	*$ 145.00*	**$ 5,195.00**	
	5.4 Review Shop Drawings - Storm Sewer		12	16	24								8	16													*76*	*$ 10,532.00*	*$ -*	**$ 10,532.00**	
	5.5 Review Shop Drawings - Erosion Control		4	8									4	4													*20*	*$ 2,976.00*	*$ -*	**$ 2,976.00**	
	5.6 Review Shop Drawings - Pavement/Materials		4		16								0	0													*20*	*$ 2,580.00*	*$ -*	**$ 2,580.00**	
	5.7 Prepare Change Orders	12		16	16							4	8	8													*64*	*$ 9,588.00*	*$ -*	**$ 9,588.00**	
N/A	*5.8 Review Certified Payrolls, etc. (by CITY OF JOPLIN)*																										*0*	*$ -*	*$ -*	**$ -**	
	5.9 Answer RFI (Structural, Storm, Traffic, General)	4	8	16	16								12	12													*68*	*$ 9,808.00*	*$ -*	**$ 9,808.00**	
	5.1 Attend Bi-Weekly Meetings, 12 Months (26 Meetings)	52			52						52		18	18	750												*192*	*$ 26,782.00*	*$ 435.00*	**$ 27,217.00**	
	5.11 Review and Certify Pay Requests (12 Pay requests)	36		36	60						30		16	16													*194*	*$ 26,674.00*	*$ -*	**$ 26,674.00**	
	5.12 Prepare Plan Revisions (Additional Services)																										*0*	*$ -*	*$ -*	**$ -**	
	5.13 Evaluate Substitute "Or Equal" Bids	4			8								4	4													*20*	*$ 2,936.00*	*$ -*	**$ 2,936.00**	
	5.14 Engineer Site Visits (1 visit per week, 12 months)	320													1920												*320*	*$ 68,800.00*	*$ 1,113.60*	**$ 69,913.60**	
	(Not Full Project Length due to winter shutdowns)																														***$ 181,523.60***
600	**Construction Observation**																														
	6.1 Observation Project Management							200								750											*200*	*$ 26,000.00*	*$ 562.50*	**$ 26,562.50**	
	6.2 Onsite Construction Observation (40 Hrs/Wk @ 52 Wks)								2080							8000											*2080*	*$ 176,800.00*	*$ 6,000.00*	**$ 182,800.00**	
																															$ 209,362.50
700	**Materials Testing**																														
	7.1 Materials Testing Project Management							200								750											*200*	*$ 26,000.00*	*$ 562.50*	**$ 26,562.50**	
	7.2 Materials Testing															0	4	4	4	4	4	18	25	1000			*0*	*$ -*	*$ 38,560.00*	**$ 38,560.00**	
																															$ 65,122.50
	Total Manhours / Units	576	76	130	200	36	96	400	2092	0	90	30	80	78	3120	10360	4	4	4	4	4	18	25	1000	12		*3884*	*$ 464,390.00*	*$ 55,339.60*	**$ 519,729.60**	
	Total Labor / Expenses	$ 123,840	$ 14,060	$ 17,550	$ 23,000	$ 5,040	$ 15,360	$ 52,000	$ 177,820	$ -	$ 7,650	$ 5,220	$ 12,320	$ 10,530	$ 1,810	$ 7,770	$ 660	$ 400	$ 280	$ 660	$ 600	$ 8,460	$ 8,500	$ 19,000	$ 7,200		*3884*	*$ 464,390.00*	*$ 55,339.60*	**$ 519,729.60**	

32nd STREET WIDENING



COUNCIL BILL NO. 2021-144 ORDINANCE NO.

AN ORDINANCE approving Work Authorization OLS-OC-21-08 With Olsson in the not to exceed amount of Five Hundred Twenty Thousand and 00/100 dollars ($520,000.00) for construction phase professional engineering services for the 32nd St. Widening project from Schifferdecker Ave. to Central City Road and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Work Authorization OLS-OC21-08 with Olsson in the not to exceed amount of Five Hundred Twenty Thousand and 00/100 dollars ($520,000.00) for construction phase professional engineering services for the 32nd St. Widening project from Schifferdecker Ave. to Central City Road, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2021, by a vote of_____.

ATTEST: Ryan D. Stanley, Mayor

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance