18919SPONSOR: **Missouri Department of Transportation**
LOCATION: **City of Joplin, Missouri**
PROJECT: **DP-3219(702) Main Street 11th to 15th Street Improvements**

THIS CONTRACT is between *the City of Joplin,* Missouri, hereinafter referred to as the "Local Agency", and *Olsson Associates (702 S. Main Joplin, Missouri 64801),* hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its *Demonstration Project Program*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *improve the sidewalk, curb and gutter, lighting, and existing storm system on Main Street between 11th and 15th Streets* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES
See Attachment A.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is *10 %* of the total Agreement dollar value.

B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, *10.60 %* of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
Trekk Design Group 1900 W. Sunset Suite C-106 Springfield, MO 65807	Surveying Traffic Control Storm Design	$17,097.00	$17,097.00	100%

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

A. make available all information pertaining to the project which may be in the possession of the Local Agency;

B. provide the Engineer with the Local Agency's requirements for the project;

C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;

D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;

E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);

F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

A. PS&E Approval by MODOT shall be completed on *March 1, 2019.*

B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of $19,917.00, with a ceiling established for said design services in the amount of $161,299.00, which amount shall not be exceeded.

B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of $_N/A_____, with a ceiling established for said inspection services in the amount of $_N/A_____, which amount shall not be exceeded. (CITY TO DO INSPECTION WITH THEIR FORCES)

C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.

D. Actual costs in Sections A and B above are defined as:

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus

2. An amount calculated at 78.75% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus

3. An amount calculated at 98.59% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.

F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than $10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
Trekk Design Group	1900 W. Sunset Suite C-106 Springfield, MO 65807	Surveying Traffic Control Storm Design

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.

E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.

2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.

3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

C. The Engineer's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000 per person up to $3,000,000 per occurrence;

2. Automobile Liability: $500,000 per person up to $3,000,000 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000; and

4. Professional ("Errors and Omissions") Liability: $1,000,000, each claim and in the annual aggregate.

D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this _____ day of _____, 20__.

Executed by the County/City this __ day of _____, 20__.

FOR: THE CITY OF JOPLIN, MISSOURI
City Council

BY: _____
Sam Anselm, City Manager

ATTEST: _____
Barbara Hogelin, City Clerk

FOR: OLSSON ASSOCIATES, INC.

BY: _____
Team Leader Title Senior Engineer

ATTEST: _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

_____
CITY FINANCE OFFICER

ATTACHMENT A
Scope of Services

(Main Street 11th to 15th Streets Improvements)

LPA Project Number DP-3219(702)

TASK 1. Project Management

a. Project Management

The Consultant Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of sub-consultants. Provide regular progress reports with invoices.

b. Coordination with Others

The Consultant will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects. Coordination includes one-on-one meetings with the agencies or Consultants. This task does not include coordination with utilities. See Task 6 for coordination with utilities.

c. Project Meetings

Kick-Off Meeting

Once notice to proceed has been received, the Consultant will schedule and attend a kick-off meeting with City staff and utilities. The City's Project Manager will supply a list of invitees and the Consultant shall be responsible for notification to attendees.

Progress Meetings

The Consultant will schedule and attend all progress meetings. The Consultant will create and distribute a meeting agenda prior to all progress meetings. This scope estimates 6 progress meetings.

Review Meetings

The Consultant will schedule and attend review meetings to receive the City's review comments from the submittals.

TASK 2. Public Involvement

a. Public Involvement Planning Meeting (One (1) Meeting)

The Consultant shall be responsible for attending meeting, providing 2 exhibits, and preparing meeting minutes.

b. City Council (1 regular meeting)

At the request of the City's Project Manager, the Consultant will attend one council meeting to report on project progress and answer council member questions. This meeting will be held prior to the open house.

c. Open House (1 Meeting)

The Consultant will attend one public open house to be held in conjunction with the first and second plan submittals.

During the public meeting, City staff and the Consultant will be available to answer questions and receive comments. The Consultant will provide and maintain a sign-in list and comment forms for the open houses and prepare a written summation of the oral and written comments received. The Consultant shall provide any necessary follow-up.

TASK 3. Scoping (Not Included)

TASK 4. Survey

a. Supplemental Topographical Survey

The Consultant will perform the necessary additional topographic ground survey including the existing centerline, intersecting streets, alleys and drives, the tying of located land monuments to the existing centerline, cross-sections and profiles necessary for the hydraulic design and the design of the new improvements needed to construct the project. A topographic survey will be performed using electronic 'Total Station' technology in AutoCAD format. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded.

b. Base Map Preparation

Consultant will amend the base map using the topographic survey data.

TASK 5. Geotechnical (Not Included)

TASK 6. Utility Coordination

a. Utility Location/Verification

The Consultant will review the utility locations shown on the plans, and verify these locations during field inspections. After survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased.

Identification and verification by the Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. The Consultant and the City's Project Manager will discuss major conflicts and attempt to avoid them.

b. Utility Review Meetings/Coordination (Assume 1 Meeting)

Any utility review meeting should be scheduled to coincide with a regular project progress meeting or City review meeting. The Consultant shall include time for coordination via the phone and one-on-one meetings with affected utilities, depending on the complexity of the project.

TASK 7. Environmental / Historical Review

The Consultant shall prepare and compile information necessary to complete MoDOT's Request for Environmental Review (RER) for the project. The document will address existing environmental conditions in the study area.

It is anticipated that the development of the Environmental Review will require the following tasks:

a. Contact various agencies and interested stakeholders (as necessary to meet LPA Manual requirements), including City of Joplin representatives, MoDOT, U.S. Fish and Wildlife Services, Missouri State Historic Preservation Officers, Missouri Department of Natural Resources, and any other applicable agencies or stakeholders.

b. Gather information from the City, agencies listed above, and other sources. Document collected information on aerial photographs suitable for use in the Environmental Review.

c. Cultural Resources (Historic/Archeological) Investigation – This investigation will include:

i. A records search for previously recorded archeological sites within the project's primary area. Search will include records of the Missouri State Historical Society/State Historical Preservation Office.
ii. A records search for previously recorded historical properties within the project's primary and secondary impact areas will include records of the Missouri State Historical Society/State Historical Preservation Office
iii. General cultural, environmental, physiographic background investigation.
iv. Initial reconnaissance of the project area. An archeological pedestrian survey will not be conducted.
v. Completion of a Section 106 Compliant Phase I Report, including:
    1. General environmental background information.
    2. General culture-history of this region.
    3. Results of the records searches.
    4. Results of reconnaissance investigation.
    5. Recommendations regarding CRM issues within the project area.

d. Endangered Species Review – Consultant will conduct a survey for State and Federal listed threatened or endangered species that potentially could inhabit the site, and for suitable habitat for these species, at the same time as the wetland delineation.

TASK 8. Preliminary Design Phase (30 Percent Plans)

a. Preliminary Design

The Consultant shall prepare project base files and plan sheets in accordance with the City of Joplin CADD standards. Plan sheets to be included in the first submittal include the following:

- Cover Sheet
- Typical Section Sheets
- General Notes Sheets
- Horizontal/Vertical Control Sheets
- Geometric Sheets
- Roadway Plan and Profile Sheets
- Right-of-Way Sheets
    - Existing right-of-way and ownerships identified
- Roadway Cross-Section Sheets

b. Drainage Analysis

1. Hydraulic/Hydrologic Analysis

The Consultant shall make recommendations on in accordance with the City of Joplin standards and coordinate with the City of Joplin regarding implementation.

2. Preliminary Drainage Studies

The Consultant shall review available drainage studies, identify overland flow paths and sumps. At the request of the City's Project Manager, hydraulic design calculations will be submitted for review.

c. Preliminary Traffic Control and Construction Phasing Layout

The Consultant shall prepare a preliminary Traffic Control and Construction Phasing Layout noting detour routes, if applicable. This phasing plan shall be submitted at the time of the first submittal and shall address the entire project assuming bid under one construction contract (maximum 4 phases).

d. Cost Estimates

The Consultant shall prepare an updated opinion of probable construction cost for the entire project. Phasing shall be additional services.

TASK 9. Right-of-Way Plan Phase (60 Percent Plans)

a. Right-of-Way Plans

The Consultant will determine the easements (temporary and permanent) and right-of-way required to construct the project. Temporary construction easements will be acquired in areas outside the proposed right-of-way acquisition. Temporary construction easements will be acquired to construct driveways or make improvements to personal property beyond the existing or proposed right of way. The City landbase files and title researches provided by the City will be used by the Consultant to determine the existing right-of-way and to design the easements and additional right-of-way needed to construct the project.

The Consultant shall prepare project base files and plan sheets in accordance with the City of Joplin CADD standards. This includes, but not limited to, the following sheets:

- Title Sheet
- Typical Sheet
- Plan/Profile Sheets
- Detail Sheets
- R.O.W. and Easement Plan Sheets
- Cross Sections
- Construction Limits

b. Cost Estimates

The Consultant shall prepare an updated opinion of probable construction cost for the entire project. Phasing shall be additional services.

c. Legal Descriptions

It is estimated there will be 34 total tracts associated with this project. The Consultant will prepare legal descriptions up to 34 temporary or permanent easements and new right-of-way to be acquired.

TASK 10. Permit Applications / Agreements

The Consultant shall prepare a SWPPP – NPDES Permit utilizing the City of Joplin's General Permit. Any permit fees or mitigation costs will be paid for by the city.

TASK 11. Final Design Phase (95 Percent Plans)

a. Final Design Phase (95 Percent Plans)

The Consultant shall prepare project base files and plan sheets in accordance with the City of Joplin CADD standards. All sheets that will be included in the PS&E plan set will be included in this submittal. This includes, but not limited to, the following sheets:

- Cover Sheet
- General Notes Sheet
- Summary of Quantities Sheet
- Demolition and Removals Sheets
- Horizontal/Vertical Control Sheets
- Roadway Plan and Profile Sheets
- Geometric Sheets
- Detailed Grading Sheets
- Detail Sheets
- Storm System Plans
- Sediment and Erosion Control Sheets

- Construction Phasing and Traffic Control Sheets
- Pavement Marking & Signing Sheets
- Roadway Cross-Section Sheets

b. Cost Estimates

The Consultant shall prepare an updated opinion of probable construction cost for the entire project. Phasing shall be additional services.

c. Special Provisions

The Consultant will submit Special Provisions with this submittal.

TASK 12. Final PS&E Submittal

a. Final PS&E Submittal

Upon incorporating review comments into the plan set and special provisions, the Consultant shall prepare and submit all drawings, special provisions, and an updated total project cost estimate using MoDOT Bid Tabs Professional, to the City's Project Manager for the final PS&E review. Upon City acceptance of the PS&E plans, the Consultant shall submit the bid package to the City's Project Manager. The bid package includes sealed paper drawings, sealed special provisions, and an Opinion of Probably Construction Cost. The bid package will also be accompanied by an electronic copy of the design in PDF format.

TASK 13. Bidding Phase

a. Advertise for and obtain bids for the proposed work

b. Attend Pre-Bid Meeting

c. Answer Requests For Information (RFIs)

d. Prepare Addenda

e. Attend Bid Opening

TASK 14. Construction Phase

a. Attend Pre-Construction Meeting

b. Review Shop Drawings and Material Submittals

c. Prepare Change Orders

d. Prepare Revision Sheets

e. Answer RFIs

f. Evaluate Substitute "or equal" Bids

g. Conduct Site Visits (Assume 4 visits at 2 hours each)

h. Review and Certify Contractor Pay Requests

TASK 15. Construction Inspection and Materials Testing

***(Construction Observation is to be provided by city.**)*

Provide construction materials testing and reporting in accordance with the testing frequencies outlined in the Missouri Department of Transportation LPA manual, including concrete air, slump and cylinders; soil and base rock proctors and Atterberg limits; aggregate gradations and deleterious substances; soil density testing; aggregate base rock density testing. ***(TO BE PROVIDED BY CITY OF JOPLIN)***

City Responsibilities

The City of Joplin will supply the following information:

- ❑ Available sewer locations, size, and materials
- ❑ Copies of available reports
- ❑ Available drainage studies
- ❑ Available geotechnical reports
- ❑ Bench marks and horizontal control points
- ❑ Right-of-entry to private property for surveyors
- ❑ Available current and future traffic volumes and reports
- ❑ Available 3-year accident data
- ❑ Available plats of adjacent properties
- ❑ ADT
- ❑ Title Searches

GENERAL INFORMATION

1. PLAN FORMAT

Half size (11" x 17") white paper bond copies of the plans will be submitted at the first submittal, second submittal, third submittal, and Final PS&E submittal. Final plans will be submitted on 11" x 17" Paper Copies and will be accompanied by an electronic copy of the design in PDF format. Any material, which does not produce an acceptable reproduction will be returned to the Consultant for rectification. All submittals, except final hard copy submittal, shall be bound with post screws or staples.

The CADD files will conform to the following standards and conventions. All plans, specifications, and documents will be in English units using the following working units:

a) Master Units = Ft
b) Sub Units = 1000^{th}
c) Position Units = 1

Global origin of the graphics design plane will be located at x= 0.0000, y= 0.0000.

Reports, Studies and Technical Information:

The Consultant shall prepare and submit the following items:

1. Summary of quantities and opinion of probable cost
2. SWPPP (City of Joplin's General Permit)
3. Special Provisions for items not covered by the City of Joplin Standard Specifications

2. RIGHT-OF-WAY SUBMITTALS

Plan submittals and right-of-way documents for the project will include, but not be limited to the following:

1. Summary Sheet
2. Right-of-way Plan Sheets
3. Legal Descriptions

The Preliminary Design Phase (30 Percent Plans) will show the existing ownership, existing right-of-way, as well as the preliminary design features of the roadway and preliminary limits of construction.

The Right-of-Way Plan Phase (60 Percent Plans) will show the proposed right-of-way and easement design. The plans will show new temporary and permanent easements needed for construction and maintenance of the new roadway.

The PS&E plan submittal will show the easements as acquired.

3. ASSUMPTIONS AND EXCLUSIONS

a. PROJECT ASSUMPTIONS

1. Concept design is not necessary because the Previously Completed Main Street forms the basis for the conceptual plan.
2. Fees can be shifted between phases and tasks.
3. The City will issue notice to proceed for design services upon council approval.
4. The consultant shall complete the scope of services within approximately 15 months of notice to proceed.
5. Revisions to any stage of plans that have been approved by the City shall be considered additional services.
6. All CAD files shall be created using AutoCAD 2015.
7. All utility relocation design shall be completed by the utility company.
8. No potholing will be performed by the engineer. The engineer will coordinate with utility companies for potholing at critical locations if necessary.
9. The land disturbance permit and SWPPP will be handled under the City's operating permit.
10. Right of Way services include the writing of up to 34 temporary or permanent easements and new right-of-way to be acquired.
11. All appraisal services will be ordered directly by the Client.
12. Permitting services shall be for SWPPP preparation.
13. All permit fees will be the responsibility of the City.

b. EXCLUSIONS

1. Right-of-Way monumentation
2. Condemnation services / Representation
3. As-built surveys
4. Environmental services
5. Appraisal services
6. Negotiation services
7. Detention and water quality design
8. Traffic signal
9. Retaining wall or other structural designs
10. Pavement and joint design

11. Utility design, including waterline, sanitary sewer, gas, fiber optic, and electric design.
12. Bidding services
13. Construction administration and observation
14. Construction inspection and testing
15. All services not specifically listed are assumed to be excluded

ATTACHMENT B

MAN-HOUR ESTIMATE - MAIN 11TH TO 15TH STREETS, JOPLIN MO

Task No.	Description of Work Item / Tasks	Senior Surveyor	Senior Engineer	Project Engineer	Assistant Engineer	Design Associate	Assistant Technician	Clerical	Project Manager	Senior Project Engineer	Senior Surveyor	Survey Technician	Design Technician	Assoicate Technician	Clerical	Total Hours	Total Labor Fee	Olsson Labor Fee	TREKK Labor Fee	Olsson Overhead	Trekk Overhead	Total (A+B)	Profit	Total Fee (A+B+C)	Total Fee
		$ 51.00	$ 57.00	$ 40.00	$ 31.00	$ 32.00	$ 17.00	$ 19.00	$ 37.56	$ 41.63	$ 27.13	$ 19.18	$ 27.13	$ 16.44	$ 18.94					177.34%	166.77%		14.00%		
1	**Project Management**																								
	Project Management		60													60	$ 3,420	$ 3,420	$ -	$ 6,065	$ -	$ 9,485	$ 1,328	$ 10,813	
	Coordination with Others		16													16	$ 912	$ 912	$ -	$ 1,617	$ -	$ 2,529	$ 354	$ 2,883	
	Bi-Monthly Progress Meetings (6 meetings)		12													12	$ 684	$ 684	$ -	$ 1,213	$ -	$ 1,897	$ 266	$ 2,163	
																									$ 15,859
2	**Public Involvement**																								
	Public Meetings (1 Meeting)		8			4										12	$ 584	$ 584	$ -	$ 1,036	$ -	$ 1,620	$ 227	$ 1,846	
	Attend Meetings w/ City Council and Provide Exhibits (1 Meeting)		4			2										6	$ 292	$ 292	$ -	$ 518	$ -	$ 810	$ 113	$ 923	
																									$ 2,770
3	**Scoping**																								
																0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
																									$ -
4	**Survey**																								
	Additional Topographical Survey								4		12	18			8	42	$ 973	$ -	$ 973	$ -	$ 1,622	$ 2,594	$ 363	$ 2,958	
	Base Map Updates								2				12			14	$ 401	$ -	$ 401	$ -	$ 668	$ 1,069	$ 150	$ 1,219	
	Deed Review, Descriptions	17														17	$ 867	$ 867	$ -	$ 1,538	$ -	$ 2,405	$ 337	$ 2,741	
																									$ 6,917
5	**Geotechnical**																								
																0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
																									$ -
6	**Utility Coordination**																								
	Utility Location / Verification					8										8	$ 256	$ 256	$ -	$ 454	$ -	$ 710	$ 99	$ 809	
	Utility Review Meetings / Coordination (Assume 1 Meeting)		2													2	$ 114	$ 114	$ -	$ 202	$ -	$ 316	$ 44	$ 360	
																									$ 1,170
7	**Environmental/Historical Review**																								
	Compile Data			4	12											16	$ 532	$ 532	$ -	$ 943	$ -	$ 1,475	$ 207	$ 1,682	
	RER Submittals			2	8											10	$ 328	$ 328	$ -	$ 582	$ -	$ 910	$ 127	$ 1,037	
	Historical / Archeological Investigation (Section 106)				1											1	$ 31	$ 31	$ -	$ 55	$ -	$ 86	$ 12	$ 98	
	Impacts to Misc. Environmental Resources			2	4											6	$ 204	$ 204	$ -	$ 362	$ -	$ 566	$ 79	$ 645	
																									$ 3,462
8	**Preliminary Design Phase (30 percent plans)**																								
	Identify any Variances to Design Criteria		1			4										5	$ 185	$ 185	$ -	$ 328	$ -	$ 513	$ 72	$ 585	
	Preliminary Design		2		4	4	4									14	$ 434	$ 434	$ -	$ 770	$ -	$ 1,204	$ 169	$ 1,372	
	Title Sheet		1			2	2									5	$ 155	$ 155	$ -	$ 275	$ -	$ 430	$ 60	$ 490	
	Horizontal/Vertical Control Sheets		1			4										5	$ 185	$ 185	$ -	$ 328	$ -	$ 513	$ 72	$ 585	
	Typical Sheet		1			4	4									9	$ 253	$ 253	$ -	$ 449	$ -	$ 702	$ 98	$ 800	
	Plan/Profile Sheets		8			32	16									56	$ 1,752	$ 1,752	$ -	$ 3,107	$ -	$ 4,859	$ 680	$ 5,539	
	Special Sheets		2			4	4									10	$ 310	$ 310	$ -	$ 550	$ -	$ 860	$ 120	$ 980	
	Storm System Plans		4	3	12	8										27	$ 976	$ 976	$ -	$ 1,731	$ -	$ 2,707	$ 379	$ 3,086	
	Conceptual Construction Phasing Plan								8	8			24	24		64	$ 1,679	$ -	$ 1,679	$ -	$ 2,800	$ 4,480	$ 627	$ 5,107	
	Preliminary Cross Sections at 25 foot intervals		2			12	8									22	$ 634	$ 634	$ -	$ 1,124	$ -	$ 1,758	$ 246	$ 2,005	
	Tentative Easements and Right of Way Limits		2			12	8									22	$ 634	$ 634	$ -	$ 1,124	$ -	$ 1,758	$ 246	$ 2,005	
	Preliminary Opinion of Probable Cost		1			4										5	$ 185	$ 185	$ -	$ 328	$ -	$ 513	$ 72	$ 585	
	QA/QC		8													8	$ 456	$ 456	$ -	$ 809	$ -	$ 1,265	$ 177	$ 1,442	
																									$ 24,580
9	**Right of Way Plan Phase (60 percent plans)**																								
	R.O.W Design		8			16	24									48	$ 1,376	$ 1,376	$ -	$ 2,440	$ -	$ 3,816	$ 534	$ 4,350	
	Title Sheet		1			2	2									5	$ 155	$ 155	$ -	$ 275	$ -	$ 430	$ 60	$ 490	
	Typical Sheet		1			2	4									7	$ 189	$ 189	$ -	$ 335	$ -	$ 524	$ 73	$ 598	
	Plan/Profile Sheets		6			16	24									46	$ 1,262	$ 1,262	$ -	$ 2,238	$ -	$ 3,500	$ 490	$ 3,990	
	Special Sheets		5			16	12									33	$ 1,001	$ 1,001	$ -	$ 1,775	$ -	$ 2,776	$ 389	$ 3,165	
	R.O.W. and Easement Plan Sheets		5			16	12									33	$ 1,001	$ 1,001	$ -	$ 1,775	$ -	$ 2,776	$ 389	$ 3,165	
	Cross Sections		6			24	12									42	$ 1,314	$ 1,314	$ -	$ 2,330	$ -	$ 3,644	$ 510	$ 4,154	
	Construction Limits		4			8	16									28	$ 756	$ 756	$ -	$ 1,341	$ -	$ 2,097	$ 294	$ 2,390	
	R.O.W. Revisions		3			4	4									11	$ 367	$ 367	$ -	$ 651	$ -	$ 1,018	$ 142	$ 1,160	
	R.O.W. Opinion of Probable Cost		1			8										9	$ 313	$ 313	$ -	$ 555	$ -	$ 868	$ 122	$ 990	
	QA/QC		16													16	$ 912	$ 912	$ -	$ 1,617	$ -	$ 2,529	$ 354	$ 2,883	
																									$ 27,336
10	**Permits**																								
	SWPPP (City Standard)		1	1	8											10	$ 345	$ 345	$ -	$ 612	$ -	$ 957	$ 134	$ 1,091	
																									$ 1,091
11	**Final Design Phase (95 percent plans)**																								
	Final Design		4			16	12									32	$ 944	$ 944	$ -	$ 1,674	$ -	$ 2,618	$ 367	$ 2,985	
	Cover Sheet		1			4										5	$ 185	$ 185	$ -	$ 328	$ -	$ 513	$ 72	$ 585	
	General Notes Sheet		1			1										2	$ 89	$ 89	$ -	$ 158	$ -	$ 247	$ 35	$ 281	
	Summary of Quantities Sheet		1			8	8									17	$ 449	$ 449	$ -	$ 796	$ -	$ 1,245	$ 174	$ 1,420	
	Demolition and Removal Sheets		2			8	24									34	$ 778	$ 778	$ -	$ 1,380	$ -	$ 2,158	$ 302	$ 2,460	
	Horizontal/Vertical Control Sheets		1			2										3	$ 121	$ 121	$ -	$ 215	$ -	$ 336	$ 47	$ 383	
	Typical Section Sheets		1			4										5	$ 185	$ 185	$ -	$ 328	$ -	$ 513	$ 72	$ 585	
	Roadway Plan and Profile Sheets		2			16	24									42	$ 1,034	$ 1,034	$ -	$ 1,834	$ -	$ 2,868	$ 401	$ 3,269	
	Geometric Sheets		2			8	8									18	$ 506	$ 506	$ -	$ 897	$ -	$ 1,403	$ 196	$ 1,600	
	Detailed Grades Sheets		2			32	24									58	$ 1,546	$ 1,546	$ -	$ 2,742	$ -	$ 4,288	$ 600	$ 4,888	
	Detail Sheets		1			8	8									17	$ 449	$ 449	$ -	$ 796	$ -	$ 1,245	$ 174	$ 1,420	
	Storm System Plans		2	2	12	12	8									36	$ 1,086	$ 1,086	$ -	$ 1,926	$ -	$ 3,012	$ 422	$ 3,434	
	Sediment and Erosion Control Sheets		2			8	10									20	$ 540	$ 540	$ -	$ 958	$ -	$ 1,498	$ 210	$ 1,707	
	Traffic Control and Phasing Sheets								4	8			40	16		68	$ 1,832	$ -	$ 1,832	$ -	$ 3,054	$ 4,886	$ 684	$ 5,570	
	Pavement Marking & Signing Sheets								1	2			12	8		23	$ 578	$ -	$ 578	$ -	$ 964	$ 1,542	$ 216	$ 1,757	
	Roadway Cross-Section Sheets		2			16	8									26	$ 762	$ 762	$ -	$ 1,351	$ -	$ 2,113	$ 296	$ 2,409	
	Final Opinion of Probable Cost		2			8										10	$ 370	$ 370	$ -	$ 656	$ -	$ 1,026	$ 144	$ 1,170	
	Special Provisions		2			8										10	$ 370	$ 370	$ -	$ 656	$ -	$ 1,026	$ 144	$ 1,170	
	QA/QC		19													19	$ 1,083	$ 1,083	$ -	$ 1,921	$ -	$ 3,004	$ 421	$ 3,424	
																									$ 37,531

MAN-HOUR ESTIMATE - MAIN 11TH TO 15TH STREETS, JOPLIN MO

Task No.	Description of Work Item / Tasks	Senior Surveyor	Senior Engineer	Project Engineer	Assistant Engineer	Design Associate	Assistant Technician	Clerical	Project Manager	Senior Project Engineer	Senior Surveyor	Survey Technician	Design Technician	Assoicate Technician	Clerical	Total Hours	Total Labor Fee	Olsson Labor Fee	TREKK Labor Fee	Olsson Overhead	Trekk Overhead	Total (A+B)	Profit	Total Fee (A+B+C)	Total Fee
		$ 51.00	$ 57.00	$ 40.00	$ 31.00	$ 32.00	$ 17.00	$ 19.00	$ 37.56	$ 41.63	$ 27.13	$ 19.18	$ 27.13	$ 16.44	$ 18.94					177.34%	166.77%		14.00%		
12	**Final PS&E**																								
	Final PS&E Submittal		16			32	16									64	$ 2,208	$ 2,208	$ -	$ 3,916	$ -	$ 6,124	$ 857	$ 6,981	
	Project Bid Manual		16			24		16								56	$ 1,984	$ 1,984	$ -	$ 3,518	$ -	$ 5,502	$ 770	$ 6,273	
	QA/QC		8													8	$ 456	$ 456	$ -	$ 809	$ -	$ 1,265	$ 177	$ 1,442	
																									$ 14,695
13	**Bidding Phase**																								
	Advertise for and obtain bids for the proposed work		2			4										6	$ 242	$ 242	$ -	$ 429	$ -	$ 671	$ 94	$ 765	
	Attend Pre-Bid Meeting		4													4	$ 228	$ 228	$ -	$ 404	$ -	$ 632	$ 89	$ 721	
	Answer Design Questions		4			12										16	$ 612	$ 612	$ -	$ 1,085	$ -	$ 1,697	$ 238	$ 1,935	
	Prepare Addenda		4			12										16	$ 612	$ 612	$ -	$ 1,085	$ -	$ 1,697	$ 238	$ 1,935	
	Attend Bid Opening		4			2										6	$ 292	$ 292	$ -	$ 518	$ -	$ 810	$ 113	$ 923	
																									$ 6,279
14	**Construction Administration**																								
	Attend Pre-Construction Meeting		8													8	$ 456	$ 456	$ -	$ 809	$ -	$ 1,265	$ 177	$ 1,442	
	Review Shop Drawings		10			16										26	$ 1,082	$ 1,082	$ -	$ 1,919	$ -	$ 3,001	$ 420	$ 3,421	
	Prepare Change Orders		4			8										12	$ 484	$ 484	$ -	$ 858	$ -	$ 1,342	$ 188	$ 1,530	
	Prepare Revision Sheets		4			24										28	$ 996	$ 996	$ -	$ 1,766	$ -	$ 2,762	$ 387	$ 3,149	
	Answer Design Questions		4			16										20	$ 740	$ 740	$ -	$ 1,312	$ -	$ 2,052	$ 287	$ 2,340	
	Evaluate substitute "or equal" bids					8										8	$ 256	$ 256	$ -	$ 454	$ -	$ 710	$ 99	$ 809	
	Conduct Site Visits		8													8	$ 456	$ 456	$ -	$ 809	$ -	$ 1,265	$ 177	$ 1,442	
	Review and Certify Pay Requests		12			12										24	$ 1,068	$ 1,068	$ -	$ 1,894	$ -	$ 2,962	$ 415	$ 3,377	
																									$ 17,509
15	**Construction Inspection and Material Testing**																								
	Construction Inspection and Material Testing															0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
																									$ -
	Total Manhours	17	347	14	61	545	306	16	19	18	12	18	88	48	8	1517									
	Total Labor	$ 867	$ 19,779	$ 560	$ 1,891	$ 17,440	$ 5,202	$ 304	$ 714	$ 749	$ 326	$ 345	$ 2,387	$ 789	$ 152	$ 51,505		$ 46,043	$ 5,462			$ 142,266	$ 19,917		$ 159,199
	Expenses																								$ 2,100
	Total Labor and Expenses																								**$ 161,299**

TOTAL EXPENSES

Expenses	Amount		$ Ea.		Cost
Design					
Travel, mile (car) Olsson	843	MILES	$ 0.535		$451.01
Travel, mile (car) TREKK	284	MILES	$ 0.535		$151.94
Travel, mile (survey vehicle) TREKK	429	MILES	$ 0.780		$334.62
Printing	1	Lump Sum	$ 1,162.43		$1,162.43
			Trekk Expenses		$486.56
			Olsson Expenses		$1,613.44
			Total		**$2,100.00**

Other travel or lodging cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including mylars and linens	
In-house	Actual Cost
Outside	Actual Cost + 10%
including express mail and special delivery	Actual Cost
Film and Photo Developing	Actual Cost + 10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost + 10%
Copies of deeds, easements, or other project related documents	Actual Cost + 10%
Fees for applications or permits	Actual Cost + 10%
Sub-consultants	Actual Cost

OLSSON PAY RATES

Overhead Rate : **177.34%**

Profit : **14.00%**

Personnel		Total Hr.	2016 Salary $ Per Hr.	Labor Cost	Total Cost
Principal in Charge	Principal			$ -	$ -
Project Manager	PM	17	$ 53.00	$ 901.00	$ 2,848.67
Client Manager	CM	0	$ 57.00	$ -	$ -
Senior Engineer	Sr Eng	347	$ 57.00	$ 19,779.00	$ 62,534.79
Senior Project Engineer	Sr PE		$ 45.00	$ -	$ -
Project Engineer	Proj Eng	14	$ 40.00	$ 560.00	$ 1,770.54
Associate Engineer	Aso Eng		$ 33.09	$ -	$ -
Assistant Engineer	Ast Eng	61	$ 31.00	$ 1,891.00	$ 5,978.73
Student Engineer	Stu Eng			$ -	$ -
Project Landscape Architect	PLA		$ 40.00	$ -	$ -
Survey Manager	Sur Man		$ 31.50	$ -	$ -
Senior Surveyor	Sr Sur		$ 51.00	$ -	$ -
Surveyor	Sur		$ 26.50	$ -	$ -
Associate Surveyor	Aso Sur		$ 24.00	$ -	$ -
Assistant Surveyor	Ast Sur			$ -	$ -
Survey Technicial	Sur Tec		$ 22.00	$ -	$ -
Design Associate	Des Aso	545	$ 32.00	$ 17,440.00	$ 55,139.63
Design Technician	Des Tec		$ 31.00	$ -	$ -
Senior Technician	Sr Tec	0	$ 26.00	$ -	$ -
Associate Technician	Aso Tec		$ 23.00	$ -	$ -
Assistant Technician	Ast Tec	306	$ 17.00	$ 5,202.00	$ 16,447.04
Student Technician - Level 1	Stu Tec			$ -	$ -
Construction Manager	Con Man	0	$ 22.50	$ -	$ -
Associate ConstructionTechnician		0	$ 17.00	$ -	$ -
Administrative Coordinator	Adm			$ -	$ -
Administrative Assistant	Adm Ast	16	$ 19.00	$ 304.00	$ 961.15
Secretarial	Sec			$ -	$ -
Expenses					**$ 1,613.44**
Total		**1306**		**$ 46,077.00**	**$ 147,293.98**

TREKK PAY RATES

Overhead Rate :	**166.77%**
Profit :	**14.00%**

Personnel		Total Hr.	2016 Salary $ Per Hr.	Labor Cost	Total Cost
Principal in Charge	Principal			$ -	$ -
Project Manager	PM	19	$ 37.56	$ 713.64	$ 2,170.31
Client Manager	CM		$ 51.83	$ -	$ -
Senior Engineer	Sr Eng		$ 49.17	$ -	$ -
Senior Project Engineer	Sr PE	18	$ 41.63	$ 749.34	$ 2,278.88
Project Engineer	Proj Eng		$ 36.55	$ -	$ -
Associate Engineer	Aso Eng		$ 33.09	$ -	$ -
Assistant Engineer	Ast Eng		$ 30.90	$ -	$ -
Student Engineer	Stu Eng			$ -	$ -
Project Landscape Architect	PLA		$ 39.87	$ -	$ -
Survey Manager	Sur Man		$ 31.56	$ -	$ -
Senior Surveyor	Sr Sur	12	$ 27.13	$ 325.56	$ 990.09
Surveyor	Sur		$ 26.50	$ -	$ -
Associate Surveyor	Aso Sur		$ 23.59	$ -	$ -
Assistant Surveyor	Ast Sur			$ -	$ -
Survey Technicial	Sur Tec	18	$ 19.18	$ 345.24	$ 1,049.94
Design Associate	Des Aso			$ -	$ -
Design Technician	Des Tec	88	$ 27.13	$ 2,387.44	$ 7,260.63
Senior Technician	Sr Tec		$ 25.92	$ -	$ -
Associate Technician	Aso Tec	48	$ 16.44	$ 789.12	$ 2,399.85
Assistant Technician	Ast Tec			$ -	$ -
Student Technician - Level 1	Stu Tec			$ -	$ -
Construction Administrator	Con Adm		$ 29.24	$ -	$ -
Administrative Coordinator	Adm			$ -	$ -
Administrative Assistant	Adm Ast	8	$ 18.94	$ 151.52	$ 460.80
Secretarial	Sec			$ -	$ -
Expenses					**$ 486.56**
Total		**211**		**$ 5,461.86**	**$ 17,097.05**

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System. https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System. https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants

Local Federal-aid Transportation Projects

Firm Name (Consultant): Olsson Associates

Project Owner (LPA): City of Joplin, Missouri

Project Name: Main Street 11th to 15th Street Improvements

Project Number: DP-3219(702)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA	Consultant
Printed Name:_____	Printed Name: Clayton Cristy & Jack Schaller
Signature:_____	Signature: Clayton Cristy Jack Schaller
Date: _____	Date: 6/08/2017