CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 1027 S. Main St. Suite 503, Joplin, MO 64801	
Attention: Dan Johnson		Attention: Jonathan Peitz, Clayton Cristy	
Department: Engineering		Phone: 417-890-8802	Department:
Phone: 417.624.0820 ext: 1538	Fax: 417.624.4620	OLS-OC21-04, Amendment #1 Zora Street (Rangeline to Highway 249)	

AMENDMENT 1 TO WORK AUTHORIZATION NUMBER (OLS-OC21-04) ZORA STREET (RANGELINE TO HIGHWAY 249) BETWEEN THE CITY OF JOPLIN, MISSOURI AND OLSSON, INC. UNDER THE PROFESSIONAL SERVICES AGREEMENT PROFESSIONAL SERVICES DATED MAY 24, 2021

TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number OLS-OC21-04 to Master Agreement for Professional Engineering Consulting Services Dated 05/24/2021 exceed the sum of

Two Hundred Fifty Six Thousand Five Hundred Eighty and 00/100 Dollars ($256,580.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson, Inc.

By: _____

Printed Name: Jonathan Peitz

Title: Group Leader

Date: 09/25/2025

By: _____

Printed Name: _____

Title: _____

Date: _____

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

Date: _____

AMENDMENT #1

Date: 8/01/2025

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated May 24, 2021 between City of Joplin, Missouri ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Zora Street (Rangeline to Highway 249)

Project Description: Phase 2: Duquesne Roundabout to Highway 249
Phase 3: Duquesne Roundabout to Rangeline Road Right of Way

SCOPE OF SERVICES

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

DESIGN SERVICES

Phase 100 – Survey

Task 101 – Boundary Verification
Olsson will utilize existing control from the Bartlett & West (B&W), Zora Street plans, to verify the section corners, property corners, and property lines. Title information shall be supplied by the City. Initial boundary survey from B&W was found with numerous errors, beyond initial scope assumption. Additional title work was requested, and field work supplemented to finalize and generate a revised boundary. An additional review of the new survey documents and change in ownership was preferred beyond original scope.

Fee = $12,500

Phase 300 – Phase 3 Rangeline to Duquesne

Phase 302 – Roadway Design
Utilizing the survey information provided by the City, and with subsequent updated by Olsson, Olsson will prepare design plans for the roadway improvement project based on City of Joplin Standards. Additional work was performed to modify right-of-way and easement based upon revised boundary information. Additional work to be performed for earthwork balance check and solidify phasing with traffic control plan.

Fee = $23,580

RIGHT OF WAY SERVICES

Phase 800 – Right of Way and Easement Documents and Negotiations (Phase 2)

Task 801 – Right of Way (R/W) and Easement Documents

Olsson will prepare right-of-way taking documents, slope/grading easements, and temporary construction easements for the Zora Street project, beginning at Rangeline and extending to the Duquesne Roundabout project. The initial estimate was 8 properties; 16 total properties were impacted. Additional documents were written for the additional property impacts.

Fee = $4,800

Task 805 – Right of Way (R/W) and Easement Negotiation Services

The fee amount for negotiation activity will include preparation of deeds and easement documents and three contacts with the owners to ensure that the owner has the opportunity to consider offer, free of coercion, and securing a conveyance. We will coordinate with the City staff for the arrangement of payments to the property owners. A record of negotiations will be available to the City at all times upon request. If negotiations are not successful after three attempts the City will be notified that the negotiating activity has ceased, and we will request direction on how to proceed from the City of Joplin. The initial estimate was 8 properties; 16 total properties were impacted. Additional negotiation services were performed for the increase in property impacts. Additional communication was performed for all parcels beyond initial scope assumptions.

Fee = $38,200

Phase 900 – Right of Way and Easement Documents and Negotiations (Phase 3)

Task 901 – Right-of-Way (R/W) and Easement Documents

Olsson will prepare right-of-way taking documents, slope/grading easements, and temporary construction easements for the Zora Street project, beginning at Rangeline and extending to the Duquesne Roundabout project. This includes approximately 30 properties, Two (2) Right-of-way Documents, Ten (10) Permanent Easements, and Thirty (30) Temporary Construction Easements. Deliverables for the project will be signed and sealed exhibits and legal descriptions. Assumed individual documents for each easement type.

Fee = $31,500

Task 902 – Right-of-Way (R/W) and Easement Staking

Following preparation of right-of-way documents for each Parcel, Olsson will stake the proposed Right-of-Way and Easements in the field to assist the City during Right-of-Way and Easement Acquisition.

- Right-of-Way (R/W) and Easement Staking at Two (2) Right-of-way Parcels, Ten (10) Permanent Easements, and Thirty (30) Temporary Construction Easements.
- Scope assumes 12 full day trips to the site by a 2-man crew to perform the staking. Trips beyond the 20 allotted will be considered additional services.

Fee = $18,000

Task 903 – Monument New Right-of-Way (R/W)

Following successful acquisition of all new Right-of-Way, Olsson will monument the new Right-of-Way by placing survey pins at property corners along the newly acquired Right-of-Way.

- Monumentation of the New Right-of-Way (R/W) and reestablish monumentation destroyed during construction, estimated at Thirty (30) Right-of-Way Parcels.
- Scope assumes 2 full-day trips to the site by a 2-man survey crew.

Fee = $3,000

Task 904 – Appraisals

Olsson will provide Appraisal Services as part of the Right-of-Way and easement Acquisition Services described above, on an Estimated Parcel basis. Appraisals will be provided by a Subconsultant.

- Properties that fall under the waiver valuation category, any properties valued at under $25,000, may have a waiver valuation completed under current MoDOT regulations.
- All waiver valuation reports shall be provided to and signed by the City of Joplin.
- Appraisals are estimated at ten (10) Parcels for $2,500 per parcel
- Waiver Valuations will be completed by Olsson, estimated at (20) Parcels for $500 per parcel.

Fee = $35,000

Task 905 – Right of Way (R/W) and Easement Negotiation Services

Olsson shall negotiate the acquisition of right of way necessary to construct phase 3 of the Zora Street widening in Joplin. Olsson understands the property will be acquired under the Uniform Relocation Act.

Pre-Acquisition Meeting and Progress Report Meetings.

- Olsson shall participate in a pre-acquisition meeting prior to the start of the project with the City of Joplin. This meeting will be to discuss project timelines, project milestones and review the scope of work responsibilities.
- b) Olsson shall participate in monthly progress report meetings with City of Joplin staff during the duration of right of way acquisition activities or on an as needed basis.

Negotiations.

- Olsson shall obtain title information through a title company for parcels where permanent easements are being acquired. Olsson shall obtain the last deed of record from county records to determine ownership of all parcels where only temporary easements are being acquired. Any ownership deeds, easements deeds, subdivision plats, etc. needed or used in the development of existing property lines and easement boundaries for the right of way plans shall be

furnished by the title company and Olsson.

- Olsson shall negotiate all acquisitions in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, and implementing regulations (49 CFR Part 24).
- City of Joplin shall provide Olsson will all agreements and conveyance documents necessary for the acquisition of the property.
- Olsson shall prepare all necessary documents for review and signature by City of Joplin. Olsson shall not present any counteroffer or agree to any engineering plans revisions or changes without express permission by City of Joplin. Olsson shall relay all concerns, counteroffers, or issues to City of Joplin for review and consideration.
- When negotiations result in an agreement, Olsson shall prepare the necessary documents and secure notarized signatures from the owner or their representatives, as well as any tenants to submit for payment.
- Olsson shall complete all documents necessary to facilitate the payment of settlements to property owners.
- When negotiations result in condemnation, Olsson shall submit all necessary completed files and documents to the City of Joplin.
- Olsson understands that no Relocations will take place as part of the project. If any Relocations are to take place Olsson will issue an amendment

Condemnation services are excluded. For condemnation purposes Olsson charges a rate of $120.00 per hour for court appearances, attorney conferences and preparation of court exhibits. These shall be considered Additional Services.

Assumptions for Task 905 are as follows:
The City of Joplin will provide Olsson with a notice to proceed (1) all applicable title commitments; (2) the City of Joplin will provide vacancy notices to each owner when applicable. (3) All conveyances and documents to secure all rights, title, and interest for each parcel will be turned over to the City of Joplin personnel for closing each transaction.

The fee amount for negotiation activity will include preparation of deeds and easement documents and three contacts with the owners to ensure that the owner has the opportunity to consider offer, free of coercion, and securing a conveyance. We will coordinate with the City staff for the arrangement of payments to the property owners. A record of negotiations will be available to the City at all times upon request. If negotiations are not successful after three attempts the City will be notified that the negotiating activity has ceased, and we will request direction on how to proceed from the City of Joplin.

Fee = $90,000 ($3,000 per parcel)

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely competent and professional manner, in

accordance with applicable standars of care, project of similar geographic location, quality and scope.

Fee can be moved between tasks.

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: Upon Receipt of Signed Amendment
Anticipated Completion Date: March, 2026

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

SUMMARY OF FEES

Task 101 - Boundary Verification	$12,500.00
Task 302 - Roadway Design	$23,580.00
Task 801 - R/W Easement Documents	$4,800.00
Task 805 - R/W Negotiations	$38,200.00
Task 901 - R/W Easement Documents	$31,500.00
Task 902 - R/W Easement Staking	$18,000.00
Task 903 - R/W Monumentation	$3,000.00
Task 904 - Appraisals	$35,000.00
Task 905 - R/W Negotiations	$90,000.00
Total Fee	**$256,580.00**