CITY		ENGINEER	
CITY OF JOPLIN **602 S MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 1027 S Main Street, Suite 503 Joplin, MO 64801	
Attention: Paul Bloomberg		Attention: KOREY SCHULZ	
Department: Parks and Recreation		Phone: 417.781.0643	Fax: 417.781.4714
Phone: 417.625.4750	Fax:		

WORK AUTHORIZATION NUMBER _____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

2. **Addition to Services**. The City 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 the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to 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**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number _____ exceed the sum of Eight Hundred Forty-Eight Thousand Dollars ($848,000.00). Phase 600 additional services total compensation and reimbursement will not exceed Eighteen Thousand Dollars ($18,000.00). Phase 700 additional services total compensation and reimbursement will not exceed Three Hundred Thousand Dollars ($300,000.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to always maintain adequate insurance coverage 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, 2023, 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

e. Subcontracts. In case any or all 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 all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson, Inc.

By: Ronald L. Mersch

Printed Name: Ronald L. Mersch

Title: Chief Operating Officer

Date: September 29, 2023

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

Date: _____

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated September 25, 2023 between City of Joplin, Missouri Parks and Recreation ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Joplin, Missouri

Project Description: Ewert Park

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Schematic Design

Project Kick-Off, Research, and Analysis

Olsson will review Project relevant codes and ordinances and will meet with Client and Project design team to verify status of site, zoning requirements, Project schedule and milestones, and site improvement issues. Olsson will review past improvement plans and studies for Project site, as provided by Client.

Topographic Survey and Orthorectified Aerial Image

Olsson will perform a topographic survey and provide an orthorectified aerial image for the area shown in red on the attached Exhibit A. Topographic survey data shall depict contours at one (1)-foot vertical intervals, physical improvements including buildings, driveways, fencing, vegetation, existing storm sewer systems, and visible utilities, and underground utilities located by Missouri 811. Survey shall be tied vertically to NAVD 1988 Vertical Datum and horizontally to Missouri State Plane Coordinate System NAD 83–West Zone-US Survey feet. Survey provided will be provided in AutoCAD file format only. Prior to releasing AutoCAD file, Client shall sign and return attached Design and AutoCAD File Release and Indemnification Agreement.

Olsson shall provide survey services using a combination of traditional ground survey methods and an unmanned aerial vehicle (UAV). UAV survey will be conducted under supervision of Olsson's professional land surveyor and certified commercial UAV pilot. Survey limits include:

- Northern limit: centerline of 5th Street, approximate north right-of-way line of railroad spur, and north edge of pavement of Minnesota Avenue
- Eastern limit: centerline of School Avenue
- Southern limits: north curb line of 7th Street
- Western limits: edge of parking lots on properties adjoining park, and west edge of pavement of Minnesota Avenue

Boundary Survey and Easement Review
Olsson will perform and prepare a boundary survey of the subject properties comprised of parcels 19100230041001000, 19100230040001000, and 19100240032002000. Boundary survey data shall conform to current Missouri Standards for Property Boundary Surveys. Boundary survey will depict easements of record, as shown on a current title search, to be provided by Client. Survey will be provided in AutoCAD file format only.

Olsson will review survey data and will assemble a base map for required plan documents.

Geotechnical Drilling Services

Field Exploration
Olsson will use a truck-mounted drill rig to complete six (6) borings at Project site. Borings will extend to depths of 15 to 20 feet or practical auger refusal, whichever occurs first. Samples will be obtained from borings at two and a half (2.5)-foot intervals in the upper ten (10) feet and at five (5)-foot intervals thereafter. Groundwater levels will be obtained in the test borings at the time of drilling and upon completion of drilling operations. Following groundwater level readings, Olsson will backfill borings with drilling spoils and patch pavements as required.

Field Exploration General Notes and Assumptions
Olsson will contact Missouri 811 to issue utility locate tickets in areas of drilling services. Client must inform Olsson of location of all known private utilities and private utility service connections.

Each boring location must be readily accessible by conventional truck-mounted drilling rig. Drilling equipment may cause disturbance to natural surroundings, including but not limited to soil indentations, concrete and asphalt pavement damage, and damage to underground sprinkler systems.

Geotechnical Services

Laboratory Services
As soil conditions dictate, laboratory testing may include visual soil classification, unconfined compression tests, thin-walled tube density tests, moisture content tests, sieve analyses, and Atterberg limit tests.

Engineering Analysis and Report
Olsson will perform engineering analyses and provide conclusions and recommendations regarding the following:

- Maximum allowable soil bearing pressures and estimates of maximum total and differential settlement for design of shallow foundations for amphitheater and covered sport court structure. Shallow foundation recommendations will include minimum footing sizes and minimum bearing depths.
- Fill placement recommendations, including material types, lift thickness, moisture control, and compaction criteria
- Seismic soil site classification per American Society of Civil Engineers (ASCE) 7 and International Building Code (IBC)

- Shrink / swell characteristics of on-site soils and potential for reuse of on-site soils as structural fill
- Preparation of subgrade soils supporting splash pad and multi-sport court, including an estimate of modulus of subgrade reaction based on laboratory test results
- Foundation and slab-on-grade drainage requirements
- Estimates of minimum pavement section thicknesses for Portland cement concrete and Asphaltic concrete pavement sections for light auto and pedestrian traffic

Olsson will present conclusions and recommendations in a written report, including a map of boring locations, soil boring logs, and summary of laboratory tests.

Hydraulic Evaluation
Olsson will develop a hydraulic model to evaluate Project impacts to base flood elevation and compliance with no-rise criteria, including the following services:

- Use of hydrologic information from flood insurance study (FIS) study for peak flow rates
- Hydraulic geometry file will be created using best available Lidar data outside of Project site and survey data within Project boundary
- Calibration of hydraulic model to match effective FIS profile by adjusting modeling variables as closely as possible with older programming data provided to Olsson

Olsson will evaluate one (1) alternative selected by Client and Project design team, including minimal grading or obstructions within the floodway. Modifications to grading outside of the floodway may be recommended to mitigate impacts to the floodplain.

Olsson will complete a floodplain development permit application and no-rise certification, if required, to be submitted with construction documents. A no-rise report summarizing evaluation and results will be provided. Evaluation of additional stream crossings is not included within this Scope of Services.

Project Communications and Updates
Olsson will provide bi-weekly Project update emails and will attend monthly Project status meetings. Olsson will meet with Client, City staff, operations stakeholders, and City council to review Project status and design.

Marketing and Outreach
Olsson will write and coordinate with Client on content and timing of up to six (6) press releases throughout Project planning and construction process. Client is responsible for distributing press releases.

Olsson will coordinate with Client's existing social media platforms as appropriate during Project planning process. Olsson will develop and maintain a Project website for a maximum of 24 months. Olsson will draft Project-related content, including graphics and captions for Client's social media accounts and Project website. Client is responsible for posting Project-related content to social media accounts. Olsson will coordinate with Client on timing of social media posts.

Client's design team will incorporate existing branding into print and digital Project materials during planning and construction process. Marketing and outreach efforts will be focused on engagement and feedback opportunities for the public including, but not limited to, public open houses, virtual draft plan review, Project construction alerts and updates, groundbreaking, and ribbon cutting events.

Stakeholder Group
Client will coordinate formation of initial outreach to Project stakeholder group. Olsson will manage ongoing communication with stakeholder group, including property owners, business owners, residents, students, park board members, City staff, et cetera.

Online Engagement
Olsson will prepare a dedicated and branded Project website for interested participants to view and provide feedback and learn how to get involved in the planning process. Olsson will maintain website operations, updates, and monitoring throughout the planning process and will transfer website operations and update authority to Client upon planning process completion. Website will include a community member interest form to generate a Project community contact list.

In-Person Engagement
Olsson will conduct a half-day in-person visioning workshop for Project stakeholder group to develop an initial vision and set of Project guiding principles. Visioning workshop will include facilitated small-group discussions and review sessions with the larger group. Olsson will organize a series of interactive exercises for participants.

Olsson will host a two (2)-day in-person design charrette to generate creative ideas and solutions for future park amenities and character / aesthetic enhancement. Olsson will explore design solutions and address current conditions, community needs, and other topics required.

Design charrette will include stakeholder group progress sessions, preference exercises, and ongoing planning sessions. A final presentation meeting will be provided to view progress and provide input.

Following design charrette, Olsson will develop and launch a virtual public open house. Public will be invited over a two (2)-week timespan to visit Project website and participate in a virtual feedback experience, exploring concepts generated during design charrette.

Once a draft concept plan is reviewed by Client and comments on recommendations are addressed, Olsson will host a final virtual meeting with Project stakeholder group to gather feedback.

Draft concept plan will be posted on Project website for virtual public view and will be available for a set amount of time with interactive software for public to directly comment on the document.

Concept Development
Olsson will prepare a concept design plan, based on concept plans developed during design charrette for Project area, as shown on the attached Exhibit A. Concept design will focus on overall site; pedestrian and landscape enhancement; appropriateness of materials/massing; contextual fit; themes; and reinforcement of pedestrian scale throughout Project site, including splash pad, ice ribbon, bathhouse updates, landscape material, covered basketball/multiuse court, amphitheater, park kiosk and interpretive signage, new playground and security lighting, and cameras. Concept design plan will be a hand-developed, color rendered plan. Olsson will prepare one (1) revised conceptual design plan based on Client input.

Visualization
Olsson will develop a three (3)-dimensional model of conceptual design. Model will include existing landforms shown on the master plan. Structures and buildings will be layered with materiality. Olsson will develop model in Sketchup software and transfer to Lumion software for final visualizations, rendering, images, and video.

Schematic Design Plans
Olsson will prepare schematic design plans based on Client-approved concept plan. Schematic design plans shall include:

- Preliminary site plan
- Preliminary hardscape plan
- Preliminary grading plan
- Preliminary utility plan
- Preliminary aquatics plan
- Preliminary ice ribbon plan
- Preliminary building plan
- Preliminary details
- Preliminary landscape plan
- Preliminary mechanical / electrical / plumbing (MEP) and lighting plan

Schematic design plans will be considered as 30 percent complete plans. Olsson will prepare a revised schematic design plan based on Client's input.

Construction Manager Procurement Support and Coordination.
Olsson will coordinate with Client to develop a request for qualifications (RFQ) for procurement of a Construction Manager (CM). Olsson will provide assistants in development and review of the RFQ and approval through City council. Olsson will review CM qualification submittals and make a recommendation on selection.

Meetings
Olsson will attend the following meetings:

- One (1) in-person kick-off meeting
- One (1) virtual kick-off meeting with stakeholders
- 22 virtual Project update meeting
- One (1) half-day in-person visioning workshop
- One (1) two (2)-day in-person design charrette
- One (1) virtual public open house

- Two (2) virtual design review meetings with stakeholder
- One (1) in-person open house during design development
- Ten (10) in-person parks board meetings
- Two (2) in-person maintenance and operations stakeholder meetings
- Two (2) in-person City council meetings
- One (1) in-person concept design review meeting
- One (1) in-person schematic design review meeting
- One (1) in-person council member approval City council meeting

Work Products: Topographic survey, boundary survey, geotechnical study, Project website, marketing and outreach materials, engagement summary, concept design plans, schematic design plans, and meeting notes and memorandums, as required.

Phase 100 Fee: $304,000.00

Phase 200 – Design Development Plans

Olsson will prepare design development plans based on Client-approved schematic design plans. Design development plans will identify locations, sizes, and types of major components identified on conceptual design plans. Design development plans shall include the following:

- Cover sheet and Project sheets
- Site plan
- Demolition plan
- Hardscape plan
- Grading plan
- Erosion control plan
- Wet utility plan
- Site storm sewer plan
- Aquatics plan
- Ice ribbon plan
- Building plan
- Details
- Landscape plan
- MEP and lighting plan

Olsson will provide a preliminary list of technical specification sections to be included with submittal.

Design development plans will be considered as 50 percent complete plans. Olsson will prepare one (1) revised design development plan based on Client input.

Meetings
Olsson shall attend the following meetings:

- One (1) in-person design review meeting

Work Products: Design development plans; preliminary details; and meeting notes and memorandums, as required.

Phase 200 Fee: $87,000.00

Phase 300 – Construction Documents

Olsson will prepare construction documents for bidding and construction of proposed design elements, based on Client-approved design development plans. Olsson will provide 90 percent complete and 100 percent complete submittals. Olsson will prepare one (1) revised construction documents based on Client input and submit to Client for permitting. The following construction documents and required specifications will be provided:

- **Cover sheet and Project sheets** shall provide identifying Project information and general notes
- **Site plan** shall include general notes, site improvements, parking information, building locations, lot information, benches, sign locations, and other miscellaneous information required to properly locate and describe Project
- **Demolition plan** shall identify and describe existing structures, utilities, and miscellaneous site features to be removed. Olsson assumes Client will provide requirements for special structure abatement that may be identified.
- **Hardscape plan** shall layout site pedestrian areas including paving and sidewalks, identifying specialty paving materials or finishes. Accessible curb ramps parking and striping will be provided. Pavement design will be based on recommendations provided as a part of the geotechnical report. Horizontal dimensions will be included for construction staking purposes.
- **Grading plan** shall include proposed and existing contours, general notes, and vertical control information for building pads and surrounding common areas. Spot grades shall be shown to indicate surface drainage patterns around structures.
- **Erosion control plan** shall include general notes, location of erosion control methods, temporary access locations, temporary staging area locations, and other information required by local government. Olsson will prepare City grading permits and Missouri Department of Natural Resources (MoDNR) Land Disturbance Permit. All application fees and security agreements will be provided by Client. Olsson assumes stormwater pollution prevention plan (SWPPP) to be maintained, updated, and implemented by Client or Client's Contractor.
- **Wet utility plan** shall include location and general routing of onsite private sanitary sewer, gas, domestic water, and fire services to within five (5) feet of the building perimeter. Olsson's design will be based on building demands supplied by Olsson design team.
- **Site storm sewer plan** shall include calculations, design, and alignment required by local government agencies. Olsson will include a perimeter drain design around splash pad.
- **Aquatics plan** shall include splash pad hardscape design, building plans, amenity details, and aquatic mechanical plans
- **Ice ribbon plan** shall include ice-skating ribbon / trail floor system, refrigeration system, and railing system

- **Building plan** shall include renovations to approximately 2,000 square feet (SF) of existing bath house, including gender neutral and / or family changing / bathrooms, coordination of new and relocated MEP items, reorganization of space for free and admitted entry including skate rental, storage and maintenance, interior and exterior aesthetic improvements, new roof coating, design of new covered multi-sport court structure, and new amphitheater structure
- **Details** shall include amenities including post-tensioned concrete basketball / multi-use court, amphitheater, one (1) kiosk and interpretive signage, and new playground. Olsson anticipates bench, trash receptacles and bike racks will be included.
- **Landscape plan** shall include location, species and variety, quantity, planting sizes, and special requirements or conditions for plant materials and areas of seed and/or sod. Final landscape planting details and specifications will be included. Landscape construction documents will be prepared at a scale of one (1)-inch equals 30-feet or larger.
- **MEP and lighting plan** shall include mechanical and electrical construction documents for the following amenities:

    - New covered basketball / multi-use court:

        - Plumbing plans for water fountain
        - New lighting and power outlets

    - New amphitheater:

        - Electrical power connections in the form of a company switch or similar, as agreed upon with Client for stage power
        - Circuiting for lighting for nighttime events. Lighting selection, locations, and control will be coordinated with Client. Design will not include stage production lighting, rigging, or similar.

    - Existing bathhouse updates:

        - Plumbing plans for relocation of men's shower, including modifications to domestic water, waste, and vent systems
        - New lighting in new family changing rooms and reconfigured spaces. All other existing lighting would be replaced for interior and exterior aesthetic improvements.
        - New heating for entire structure for facility use year-round

    - Additional security lighting and a camera system park design

Meetings
Olsson shall attend the following meetings:

- One (1) in-person design review meeting

Work Products: Construction documents; details; specifications; and meeting notes and memorandums, as required.

Phase 300 Fee: $243,000.00

Phase 400 – Bidding and Procurement

Olsson will provide contract negotiation / procurement services including, but not limited to:

- Client coordination
- Bidding assistance, including response to Client's Contractor questions
- Clarifications to construction documents

Meetings

Olsson will attend the following meetings:

- One (1) virtual pre-bid meeting

Work Products: Meeting notes and memorandums, as required.

Phase 400 Fee: $13,000.00

Phase 500 – Construction Administration

Limited Construction Administration

Olsson will provide construction administration services including, but not limited to:

- Shop drawings and submittal reviews from Client's Contractors for conformance to construction documents
- Review and response to requests for information (RFIs), architect's supplemental instructions (ASIs), and potential change orders (PCOs) for conformance to construction documents and Project work completed
- Payment application review
- Project close-out including substantial and final completion approvals
- Direction to the Construction Manager At-Risk (CMR) for production of video and drone coverage for Project during construction, including on site construction cameras

Construction Observation and Meetings

Olsson will observe Project construction pertaining to Olsson's construction documents. Olsson will visit Project site for construction review and progress meetings. Olsson will conduct a final site observation to produce punch lists for Olsson's construction documents. Olsson will coordinate punch list requirements with Client's Contractor, prior to Project substantial completion.

Olsson will attend the following meetings and site visits during construction:

- One (1) virtual pre-construction meeting
- Seven (7) in-person construction meetings and site visits

- Seven (7) virtual construction meetings
- Two (2) punch list site visits

Construction Observation and Testing Services
Construction observation and testing services will be provided for pavement subgrades, fill placement, foundation bearing materials, reinforced concrete, structural steel observation, and exterior concrete. Olsson will provide the following observation and testing services:

Pavement Subgrades
Subgrades within footprint of proposed splash pad areas will be evaluated with respect to stability and moisture content. Subgrades will be proof rolled with heavy construction equipment prior to placement of fill and following construction of on-grade slab and improvements.

Fill Placement
Olsson will obtain samples of materials proposed for use as structural fill for laboratory testing. Laboratory tests, including standard Proctors, Atterberg limits, and P-#200 tests will be performed to classify and determine physical properties of proposed fill materials. Olsson will observe and perform field density tests on structural fill placed within footprint of proposed splashpad and basketball court areas. The following travel and tests will be provided:

- Five (5) site trips and 15 hours for earthwork observation
- Two (2) standard Proctors, two (2) Atterberg Limit, and two (2) Sieve Analysis tests
- 10 site trips and 30 hours for structural fill testing, if the bridge alternative is performed

Foundation Bearing Materials
Olsson will observe bearing materials in bases of shallow foundation excavations. Bearing materials will be evaluated with respect to design bearing pressure. Olsson will provide a total of two (2) site trips and five (5) hours for bearing observation.

Reinforcing Steel
Olsson will observe placement of reinforcing steel in foundations and slabs of proposed development. Olsson will provide a total of two (2) site trips and four (4) hours for reinforcing steel observation.

Reinforced Concrete
Olsson will perform field tests, including slump, air entrainment, and temperature, on samples of concrete obtained from foundations and concrete slabs. Cylinders will be cast from concrete used in structure construction for compressive strength testing. The following travel and tests will be provided:

- Five (5) site trips and 15 hours for concrete observation
- Estimated 30 compressive strength tests
- Four (4) site trips, 12 hours, and 20 compressive strength tests, if bridge alternative is performed

Structural Steel
Olsson will provide a steel technician during erection of structural steel frame for proposed building. Field bolted and welded connections will be observed. Steel technician will request welding procedures and welder qualification test records for American Welding Society (AWS) D1.1 and D1.3 be provided and approved by Client's structural engineer, if required, prior to performance of welding services. Olsson's steel technician will attend a pre-construction meeting with Client's General Contractor Superintendent and Client's Structural Steel Erection Contractor to coordinate pre-construction bolt calibration and field observations of bolted and welded connections.

Olsson will provide a total of four (4) site trips and 32 hours for structural steel observation.

Reporting
Olsson will prepare PDF file formatted field reports summarizing daily field observations, including test results, and items not in compliance with Project construction documents and / or specifications. Draft field reports will be provided daily to Client's designated field representative, if requested.

Field reports will be reviewed by Olsson's Project manager and transmitted to Client's architect, structural engineer, General Contractor, and building official.

Following Project completion, Olsson will prepare a final summary report stating Olsson's opinion regarding whether portions of work observed, inspected, and / or tested are in compliance with Project specifications.

Work Products: Site observation reports; punch list; and meeting notes and memorandums, as required.

Phase 500 Fee: $181,000.00

Phase 900 – Expenses

Includes all Project related reimbursable expenses, as defined in the Reimbursable Expense Schedule attached to this Agreement.

Phase 900 Estimated Expenses: $20,000.00

TOTAL PROJECT FEE: $828,000.00
+ Reimbursable Expenses, Estimated: $20,000.00

ADDITIONAL SERVICES

Upon Client's request, Olsson shall provide the following services under a separate Agreement:

Phase 600 – Bathhouse Addition

Olsson will provide design of a building addition of 500 to 1,000 square feet (SF), including architectural, MEP, and structural services for equipment storage.

Phase 600 Fee: $18,000.00

Phase 700 – Land Bridge Design

Olsson will prepare design and construction bid documents for a new bridge structure spanning the drainage channel at Project site. Structure will be designed in accordance with AASHTO LRFD Bridge Design Guidelines and include design considerations for a soil cap and vegetation installation. Olsson will use MoDOT standards for bridge construction design and plan preparation, as required.

Land bridge design will include the following:

- Skewed, single span pre-stressed concrete girder structure with concrete deck
- Integral end bents with spill / fill slopes
- Turned-out concrete wingwalls to tie back into established channel
- Anticipated bridge length is 60 to 80 feet and of a similar width
- Custom barriers will be required to retain several feet of dirt, extend above grade, and use a handrail/fence for fall protection
- Form liners on the barriers
- Waterproofing membrane installation in deck
- Deck drains and drain basin details
- Conduits, as required, installation in earth on top of bridge

Design services will include the following construction documents and specifications:

- Design elements:
    - Superstructure design
    - End bent and foundation design
    - Girder camber / haunching
    - Deck design
    - Bearing design
    - Custom barrier design
    - Fencing layout and base plate / anchor bolt design
    - Coordination with Sub-Consultants, as required
    - Sealed load rating calculations in Conspan Bridge software
    - Quantities required

- Bridge construction documents and specifications:

    - General plan and elevation
    - General notes and quantities
    - End bent – one (1) detail
    - End bent – two (2) details
    - Vertical drain at end bent details
    - PS beam details
    - Camber, haunching, and slab elevations
    - Slab details
    - Deck drain and drain basin details
    - Typical section and pouring sequence
    - Barrier details
    - Fence details
    - Bill of reinforcing steel
    - As-built pile data
    - Boring logs
    - Technical specifications and job special provisions

Work Products: Preliminary 30 percent complete plans and estimate for review; final 90 percent complete plans, specifications, and estimate for review; final 100 percent complete plans, specifications, and estimate for construction

Flood Study - Evaluation of New Bridge Crossing
Olsson will conduct an evaluation of the following alternatives to mitigate base flood elevations (BFE) increase:

- Channel widening for a portion of Joplin Creek beginning upstream of the new bridge and continuing some distance downstream of the bridge
- Overflow channel: relocating or reconstructing parking to the west of the channel to accommodate an overbank swale for additional overbank conveyance to bypass the new bridge
- Benching channel overbanks above the existing block walls to provide additional conveyance capacity through the bridge

It is not certain that a new bridge will be feasible without increasing flood elevations south of 7th street, which would not be allowed by FEMA due to existing buildings within the floodplain. Olsson provides no guarantee that alternatives evaluated will be satisfactory to FEMA. Olsson will present results of each alternative and explain whether they are able to meet FEMA requirements.

Conditional Letter of Map Revision (CLOMR)
Provided an acceptable alternative is identified during the alternative evaluation, and with direction from Client to proceed with a new bridge structure, Olsson will revise floodplain mapping exhibits and prepare documentation to submit to FEMA for a conditional letter of map revision. The following services will be provided:

- Complete MT-2 application forms and submit to FEMA electronically through online Letter of Map Revision (LOMR) portal

- Review Project for compliance with Endangered Species Act and write a letter stating Project impacts, as required for CLOMR application
- Draft letters to property owners and public notifications for Client to send and / or publish in local newspapers explaining changes to the floodplain and floodway elevations and limits
- Develop a new base model for Project. Current model is not the effective model used to map floodplains; some challenges may occur during the FEMA application process.

Letter of Map Revision (LOMR)
If a new bridge is constructed, following construction completion, Olsson will prepare documentation to request a LOMR from FEMA, including the following services:

- Complete MT-2 application forms and submit to FEMA electronically through the online LOMC portal.
- Draft letters to property owners and public notifications for Client to send and / or publish in local newspapers explaining changes to the floodplain and floodway elevations and limits
- Develop a new base model for Project. Current model is not the effective model used to map floodplains; some challenges may occur during FEMA application process.

EXCLUSIONS

- USACE 404 permitting
- MoDNR 401 permitting
- Application review fees
- Multi-span bridge design
- Lighting attachments
- Ice rink supported on-structure
- Drainage channel modifications
- Design of temporary shoring / dewatering / seal course

ASSUMPTIONS

- Limits of mapping revision will be contained at upstream end to 7th Street and at downstream end to the nearest railroad bridge

Phase 700 Fee: $300,000.00

ASSUMPTIONS

- Minimal regrading of less than two (2) feet of cut and fill will be required for Project splash pad, multi-sport court, amphitheater, and associated pavements for personal vehicular traffic and pedestrians. Structural loads will be less than two (2) kips per lineal foot for walls and less than 40 kips for columns. Subsurface conditions will consist of gravelly clays and clayey gravels with varying chert content overlying cherty limestone bedrock.
- It is the responsibility of Client's General Contractor or Subcontractors to provide safe access to work requiring observation or testing.

- It is the responsibility of Client's General Contractor or Subcontractors to provide OSHA compliant barriers or barricades around excavations greater than six (6) feet in depth. In instances where barriers or barricades are not provided, or work requiring observation or testing must be performed while within the area protected by barriers or barricades, Client's Contractor shall provide and install an anchor point that meets OSHA standard for fall protection for special inspector or tester. Anchorage point shall be provided near excavations six (6) feet or greater in depth where observation or testing is required. The anchorage point cannot be a piece of equipment that can be moved, such as a drill rig or piece of earth working equipment. Anchorage points may need to be moved by Client's Contractor when work requiring observation or testing is required in other locations.
- When fall protection is required for Olsson to perform work, Olsson will supply harnesses and lanyards which can be tied off to Client's Contractor-provided anchorage points. If Client's Contactor cannot supply an anchorage point for Olsson, Olsson will coordinate with Client's General Contractor for a solution, possibly causing a delay to obtain required equipment and will result in additional charges to Client.
- Olsson is not responsible for Client's Contractor's means or methods and does not have the obligation or authority to stop Client's Contractor's work. Olsson's sole obligation is to report its observation, inspection, and test results to Client, as provided herein. If construction methods used by Client's Contractors increases frequency of site visits and construction testing units, this Agreement shall be amended. Olsson will notify Client if construction testing frequencies and site visits are subject to increase due to construction methods or design changes.
- An allowance of $10,000.00 has been included for additional site visits required during construction
- One (1) plan set of documents for construction will be provided. Multiple phases or set of documents are not included in this Scope of Services
- The following preliminary schedule is assumed:

    - Notice to Proceed October 1, 2023
    - Construction administration Fall 2024 to Summer 2025

- External or internal public improvements, such as public roads, sanitary sewer, or stormwater will be required unless specifically included
- Traffic impact studies are not required
- Parking lot changes are not anticipated
- Final construction documents will be prepared based on direction from Client. Final site plan will be determined prior to preparation of these documents. Significant site changes or building modifications at this stage will be considered as additional services.
- Army Corps of Engineering Jurisdictional Water Determination will not be required
- Section 404 permitting and Section 401 Water Quality Certification will not be required
- Detention and water quality will not be required due to proximity of floodplain
- Pressures and flows required to meet domestic and fire flow demands are available from public facilities
- Design limits for storm sewer plan shall correspond to Project limits.
- SWPPP will be maintained, updated, and implemented by Client or Client's Contractor
- Ice refrigerate system may be exterior

- Retaining walls may be required for grading and construction of this site. If required, top of wall elevations, geometric layout / location, and height and length of retaining wall will be provided; actual wall design and structural wall design shall be provided by Client's Contractor in the form of shop drawings. Client acknowledges that Olsson is not responsible for structural design of walls, and reviews related to shop drawings are solely related to location and height of walls with no review being provided and no liability incurred related to structural design or global stability of walls.
- Site survey:

    - Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will only be provided for sanitary sewer manholes and storm sewer structures, depths for other utilities will not be obtained or indicated on topographic survey. Survey of utilities will be based on tracing and marking by Missouri 811. Utility mapping is not exact, and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities.
    - Skate Park – detailed information for ramps, et cetera, will not be shown within the skate park area
    - Playground – detailed information on playground equipment will not be shown within the playground area
    - Pool – detailed information for slides, et cetera, will not be shown within the pool area
    - Title search will be provided by City

- Funding research and support will be provided by City
- City will provide an indoor space to hold visioning and design charrette. Indoor space shall be large enough to accommodate stakeholders, City staff, and design team, and have wall space to hang up plans. Space shall be suited for open house following design charrette.
- History research and copy development for interpretive signage will be provided by City
- City will contract with selected construction manager and manage contract
- Progress aerial images will be provided by Client's Contractor
- Design limits for storm sewer plan shall correspond to limits of this Project
- Client has permission to reference Olsson's design and Project features in marketing materials and promotions following Project construction completion

EXCLUSIONS

The following services are not included with this Scope of Services but can be provided under a supplemental agreement if requested:

- Public improvements off Project site
- Photometric plans
- Detailed life-cycle costs
- Energy-use studies or energy calculations
- Environmental services
- Irrigation design
- Music / sound systems
- Field design including artificial turf design
- Preliminary and final plat
- Pre-construction ALTA survey

- Rezoning services
- Public or private sanitary lift stations design
- Tanks, fire pumps, jockey pumps, or off-site public improvements design
- Offsite improvements design
- Design and reporting associated with LEED certification
- Administrative, application, permitting, or recording fees and security agreements
- Post-construction ALTA survey and as-built surveys
- Energy modeling and calculations
- Life cycle cost analysis
- Commissioning of systems
- Environmental reviews, reports, or permits
- Building energy simulation
- Sampling, laboratory, and on-site material testing or performance and intrusive testing
- Hazardous material testing
- Project advocacy beyond the normal standard of care
- Stormwater:

    - FEMA Letters of Map Change
    - USACE 404 permitting
    - MoDNR 401 permitting
    - Evaluation of additional stream crossings. It is understood that new stream crossings and large obstructions within floodway will likely not meet a no-rise without significant improvements to the stream and culverts/bridges.

- Preliminary opinion of construction costs
- Preparation of front end and Construction Manager contract
- Changes due to construction cost over-runs outside control of the structural engineer of record
- Changes or corrections due to errors or omissions by Client's General Contractor
- Quantity take-offs and preparation of bills of materials
- Preparation of record drawings
- Services as an expert witness
- Design services prior to final signed and sealed pre-engineered metal drawings and reactions provided to Olsson for any pre-engineered components in which Olsson will be designing the foundations
- Vibration analysis
- Storm shelter design
- Hydraulic channel improvements
- Observation and testing relating to shop inspection for the fabrication of the structural steel framing members and mechanical inspections of field erected members - plumb or other dimensional characteristics
- Review of Client's General Contractor's methods, procedures, and construction equipment
- Additional coordination, Project delays, changes in scope, extensions, and revisions
- Value engineering plan revisions for an alternate design, after design development is complete
- Construction staking
- Submittal fees and expenses for governmental reviews
- Six (6) and twelve (12)-month review of Project site following construction.

- As-built drawings
- Completion of ComCheck for compliance with adopted energy code
- Completion of regulatory paperwork that may be required by City, County, State, or federal governments
- Commissioning services
- Full-time, on-site construction administration
- Financial feasibility or other special studies
- Formal life-cycle cost of studies for alternate building systems
- Drawing, specification, or other document revisions for changes to previously approved design criteria
- Consultation concerning replacement of work damaged by fire or other causes during construction
- Professional services required by default of Client's Contractor or by major defects in Client's Contractor's work in the performance of construction contract
- Preparing to serve or serving as expert witness in connection with any public hearing, or legal proceeding where Olsson is not a named party to such a hearing or proceeding
- Fees for private utility locating and / or hydro-excavation
- Fees resulting from use of mud-matting, clearing, or other operations to achieve access to boring locations is Client's responsibility
- Fees for site restoration efforts of site disturbance resulting from bringing drilling equipment onsite is Client's responsibility
- Traffic control; village, City, district, County, and State right-of-way occupation permitting; street use permitting; and utility permitting required to allow for drilling services
- Design and recommendations for gravity block or mechanically stabilized earth (MSE) retaining walls
- Design of public or private sanitary lift stations. Pressures and flows required to meet domestic and fire flow demands are available from public facilities. Design of tanks, fire pumps, jockey pumps, or off-site public improvements are not included within this Scope of Services.

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 standards of care, for projects of similar geographic location, quality and scope.

EXHIBIT A


Project Area
E 5th St
Murphy Blvd
S Minnesota Ave
School Ave
E 6th St
Joplin Skate Park
Ewert Park
Ewert Aquatic Center
Children's Center
Regal Car Sales & Credit
Used car dealer
Prime Automotive
O'Reilly Auto Part

CAD FILE RELEASE AND INDEMNIFICATION AGREEMENT

The client has requested that Architectural, Engineering, and Construction (AEC) design or modeling software electronic files (the Files) be transmitted for our sole use on:

Project Name_____

Olsson Project Number _____

The Files are necessary for our use in preparing:

_____
_____

The latest versions of the following drawings or files are requested:

_____
_____
_____

Original file format will be delivered (list software version and file type):

_____

All of the information contained in the Files are the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The Files were created for Olsson's convenience in providing its services on the Project, and Olsson makes no representations whatsoever as to their suitability for other uses, including the preparation of shop drawings.

The Client is aware that differences may exist between the Files and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the Files, the signed and sealed original documents shall govern. The Client acknowledges that the Files are not "construction" documents and are provided in "as is" condition.

The Files may not be complete or coordinated, and may not reflect field modifications or "as built" conditions. The Files may be revised or superseded, and updated copies will not be provided without execution of a new agreement and receipt of a new payment. The Files will not be copied or used for other than this project. The Files will not be used for construction and are accepted for use at Client's own risk. The Files will not be used for future additions or alterations to this project. Olsson does not warrant that the Files are compatible with specific computer or CAD systems. Client may not retransmit the Files, or any portion thereof.

LIMITATION OF LIABILITY — The Files are provided with-out warranty, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose. No sub-licensing of the Files is allowed. Under no circumstances (including breach of contract, negligence, statutory violations, misrepresentation, fraud, strict liability and/or breach of warranty) shall Olsson, its officers, directors, partners, employees, contractors or subconsultants be liable for any delay, punitive, incidental, indirect, special or consequential damages, including but not limited to disruptions, accelerations, inefficiencies, increased costs, increased home office overhead, loss of use, loss of profit, loss of income, or loss of reputation arising out of or connected in any way to the use of, or the inability to use, the Files, even

if Olsson or an authorized representative of Olsson has been advised of the possibility of such damages. In no event shall Olsson's total liability for all damages, losses and causes of action, whether based on contract, tort (including negligence or otherwise), statutory violations, misrepresentation, fraud, strict liability and/or breach of warranty exceed the amount paid for Olsson's transmittal of the Files.

GOVERNING LAW — This agreement shall be governed by and construed in accordance with the laws of the United States and the State of Nebraska. If, for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement shall be enforced to the maximum extent permissible so as to effect the intent of Olsson, and the remainder of this agreement shall continue in full force and effect. This is the entire agreement between the parties relating to the subject matter herein, and shall not be modified except in writing signed by all parties.

INDEMNIFICATION — The Client hereby agrees to hold harmless and indemnify Olsson, its officers, directors, employees, consultants, affiliates and any employee or agent thereof (each of the foregoing being hereinafter referred to as "Indemnified Party") against all liability, for all costs, losses, liabilities, damages, claim or expenses (including, without limitation, attorneys' fees, expert witness fees and expenses incurred in defending against any such claim, which shall be paid on an ongoing basis as the same are incurred), incurred by, arising out of, or resulting from any use, re-use, misuse, modification or alternation of the Files. Client shall cooperate in the defense of any claim or suit, and may appear through counsel of its own choice at its own expense.

TERMINATION — This agreement is effective until termination, and may be terminated by either party without notice. Upon termination, Client shall return or destroy the Files and any and all copies of the Files in its possession.

CHARGES — The Files are provided at a charge of _____ per drawing sheet. Payment is to reimburse Olsson for the effort involved in preparing the Files for Transmittal. Transmittal of the Files does not constitute a sale, and the Files remain the property of Olsson. Our payment, totaling _____, is enclosed.

CITY OF JOPLIN, MISSOURI

By _____
Signature

Print Name _____

Email _____

Dated _____