CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-142 – Amendment #1 to Work Authorization OLS-OC24-001 with Olsson for Professional Engineering Consulting Services for the 7th Street Sanitary Sewer Relocation Project.

MEETING DATE
October 6, 2025

ORIGINATING DEPT
Public Works – Engineering

ATTACHMENTS
CB2025-142 Ordinance, Amendment #1 to Work Authorization OLS-OC24-001

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

SUMMARY
This Council Bill authorizes the City to approve an Amendment to Work Authorization OLS-OC24-001 with Olsson in the not to exceed amount of Sixty-One Thousand One Hundred Fifty and 00/100 dollars ($61,150.00) for professional engineering consulting services for the 7th Street Sanitary Sewer Relocation Project.

BACKGROUND
The Missouri Department of Transportation (MoDOT) is proceeding with improvements to Route 66 (7th Street) through Joplin, between Schifferdecker Ave. and Rangeline Rd. On March 6, 2024, the city council approved work authorization OLS-OC24-001 with Olsson to design the relocation of sanitary sewer outside the Route 66 pavement in advance of MoDOT's improvement project. This amendment covers: (1) Real Estate Acquisition to negotiate the acquisition of right of way necessary to construct the sanitary sewer lines that need relocation as part of MoDOT's improvements project and (2) Railroad Submittal for Olsson to coordinate the submittal of final plans to Genesee & Wyoming (Railroad) including the completion of all forms and payment of all fees required by the railroad. The fees submitted by Olsson have been reviewed by the City staff and are found to be within the industry standards.

FUNDING SOURCE
This is included in the FY 2025 Budget in the Sanitary Sewer Fund.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading.

EXHIBIT A
AMENDMENT #1

Date: September 18, 2025

PROJECT DESCRIPTION AND LOCATION

Project is located at: 7th Street, Joplin, Missouri

Project Description: Sanitary Sewer Relocation Plans

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:

Real Estate Acquisition

Olsson shall negotiate the acquisition of right of way necessary to construct the sanitary sewer lines that need relocated as part of the MoDOT Route 66 improvement project in Joplin. Olsson understands the property will be acquired under the Uniform Relocation Act.

Tasks:

1) Negotiations.

    a) 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.
    b) 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).
    c) City of Joplin shall provide Olsson will all agreements and conveyance documents necessary for the acquisition of the property.
    d) 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.

e) 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.
f) Olsson shall complete all documents necessary to facilitate the payment of settlements to property owners.
g) When negotiations result in condemnation, Olsson shall submit all necessary completed files and documents to the City of Joplin.

2) Appraisal Services.

a) All properties under the current version of the plans fall under the waiver valuation category as any properties valued at under $25,000 may have a waiver valuation completed under current MoDOT regulations.
b) All waiver valuation reports shall be provided to and signed by the City of Joplin.

3) Olsson's Fees

a) Olsson's fee for negotiations is $4,000 per parcel for 9 parcels for a total of $36,000.
b) Waiver Valuations will be completed by Olsson for $500 per parcel for 9 parcels for a total of $4,500.
c) Olsson assumes the cost of title reports to be $350 per parcel for 9 parcels for a total of $3,150.
d) Olsson estimates the total cost to acquire 9 parcels to be $43,650, this includes negotiation, waiver valuations, and title reports.

4) Schedule

a) Prepare waiver valuations to be completed within three weeks after notice to proceed.
b) Make initial calls to owners and/or mail certified letters: Completed three weeks after notice to proceed.
c) Mail second round of certified letters to owners who are still unresponsive: This will occur 2 weeks after the initial letters were mailed.
d) Based on our experience with projects of this scale, we expect that land acquisition will take approximately 6 months. Olsson will work to meet and if possible, improve on this timeline.

5) Assumptions and Exclusions

a) This estimate assumes that all right of way will be acquired voluntarily. Any Olsson services associated with potential condemnation would be addressed in an amendment.
b) This proposal does not include the compensation paid to landowners, or other non-listed third-party services.
c) This proposal does not include the cost of any appraisal or appraisal review services. If those services become necessary an amendment will need completed.

6) Additional Work

a) It is anticipated that up to 2 more parcels may need negotiations for the relocation of the sewer lines. At the City's discretion Olsson may perform negotiations, waiver valuations and order title reports on 2 additional parcels for a total per parcel of $4,850. If services are required on these two parcels the City shall provide notice to proceed to Olsson and Olsson shall add a total of $9,700 time and materials not to exceed to the contract.

Railroad Submittal

1) Plan Submittal

Olsson will coordinate the submittal of final plans to Genesee & Wyoming (Railroad), including the completion of all forms and payment of all fees required by the Railroad. Olsson will receive review comments from the Railroad and update plans, as needed, to meet Railroad requirements.

2) Olsson Fee's

Olsson's fee's for the railroad submittal are the following. The following fee's are based on current pricing listed on the Railroad forms. Any deviations to these prices at the time of submittal is subject to additional fee's beyond the scope of this agreement.

- Completed Pipeline Application - $1,000
- Railroad Engineer Review Fee - $2,250
- Contractor's Access/Occupancy Application and Fee – $1,750
- Preparation of all documents, form's, and processing and coordinating of applications with Railroad - $12,500

COMPENSATION

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed $61,150. Should the cost of easement acquisition or railroad permitting services exceed this amount, additional amendments may be required to the Agreement.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: OLSSON, INC. Address: 1717 S. Boulder, Suite 600 TULSA, OK 74119	
Attention:		Attention: Shaun McConnaughey, PE	
Department:		Phone: 918-900-6917	Department: WTR/WW
Phone: 417.624.0820 ext:	Fax: 417.624.4620	7th Street Sanitary Sewer Relocation	

AMENDMENT 1 TO WORK AUTHORIZATION NUMBER OLS-OC24-001

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-OC24-001** exceed the sum of Sixty One Thousand One Hundred Fifty Dollars ($61,150).

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: Shaun McConnaughey, PE

Title: Group Leader

Date: 9/17/2025

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

Date: _____

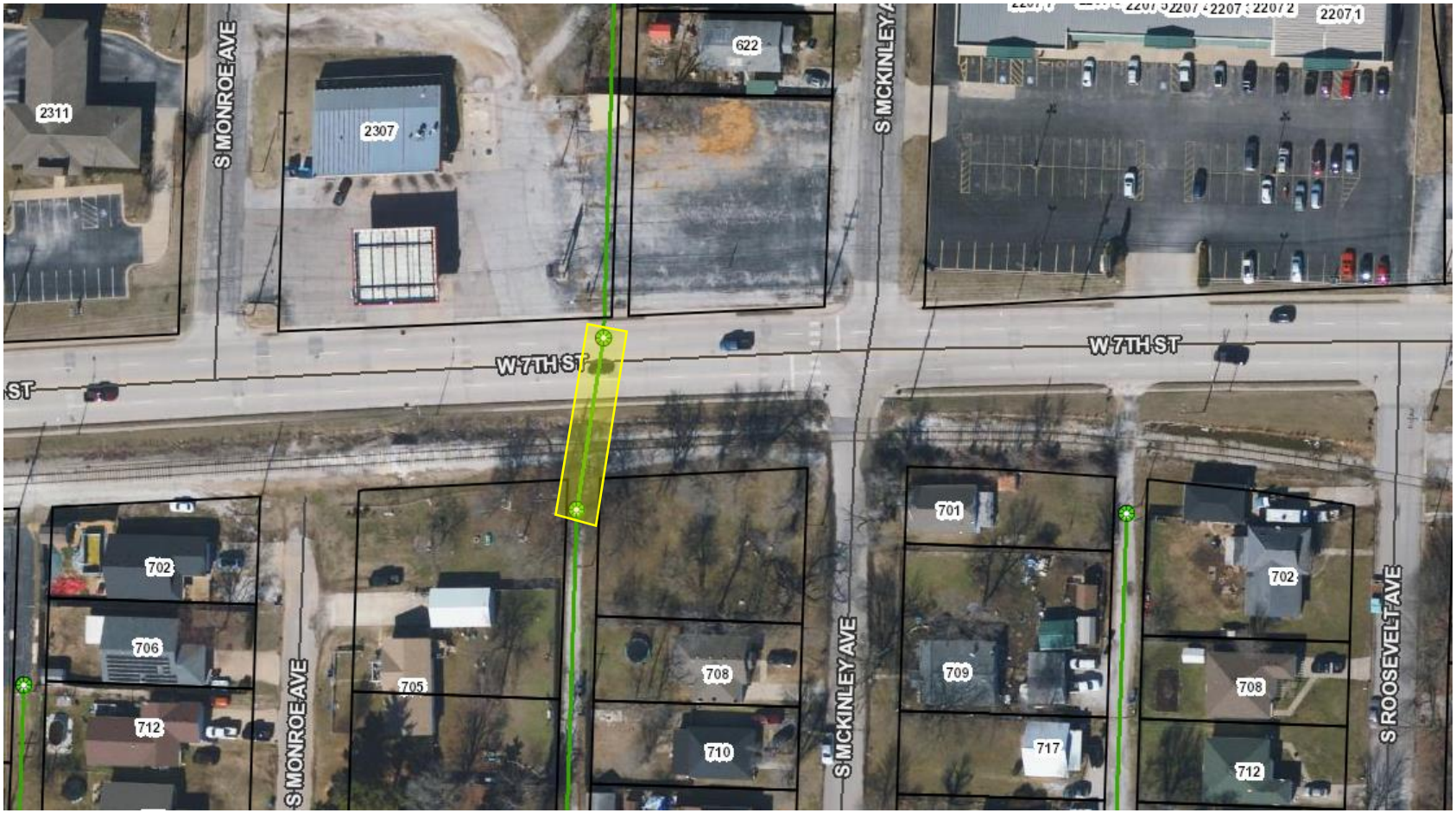
Engineer: Olsson, Inc

By: _____

Printed Name: Clayton Cristy, PE

Title: Vice President

Date: 09/17/2025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CB2025-142

COUNCIL BILL NO. 2025-142 **ORDINANCE NO.**

AN ORDINANCE approving Amendment #1 to work authorization OLS-24OC-001 with Olsson for professional engineering consultation services in the not to exceed amount of Sixty-One Thousand One Hundred Fifty and 00/100 dollars ($61,150.00) for the 7th Street Sanitary Sewer Relocation Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said amendment by and between the City of Joplin and Olsson in the not to exceed amount of Sixty-One Thousand One Hundred Fifty and 00/100 dollars ($61,150.00) for the 7th Street Sanitary Sewer Relocation Project on behalf of the City of Joplin; a true and accurate copy of said amendment being attached hereto; be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Sanitary Sewer Fund.

Section 4. That this Council Bill shall have an effective date of October 21, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance