CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-607 – Approving a contract with Olsson Studio to complete Ewert Splash Park Project.

MEETING DATE
October 16, 2023

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2023-607 Ordinance; Exhibit "A" Olsson Studio Contract; Exhibit "B" Olsson Studio Scope of Work; Exhibit "C" City of Joplin RFQ with Addendum; Exhibit "D" Summary of Scores and Comments

REVIEWED BY
Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a contract with Olsson Studio to complete the Ewert Splash Park Project.

BACKGROUND
In July of 2020, the City Council approved the contract for Waters Edge Aquatic Design to conduct the Ewert Pool Study. This study evaluated three items: Does the City of Joplin need three pools, what is the appropriate number of pools for a community this size and provide a current structural analysis of Ewert Pool. We also wanted this study to analyze different options for future uses at the location. After several public engagement meetings and speaking to community stakeholders it was recommended and approved by City Council in February 2021 to convert Ewert Aquatic Center into a community splash park with an ice ribbon.

Ewert Splash Park was included as a project in the Parks Stormwater ¼ cent Sales Tax Renewal which was approved by voters in the August 2021 elections. Other amenities included into this project, through the Parks Master Plan Road Map, were converting the tennis courts into a multi-use covered sport court, an amphitheater where the current triangle basketball court sits, park kiosks which would highlight the history of Ewert Park, replace/upgrade existing playground, and add security lighting and cameras throughout the park.

Summary of Bid Process:
June 22, 2023, an RFQ for proposals was issued and on July 24, 2023, the following bids were received in response to the Ewert Splash Park project RFQ submittal:

- Olsson Studio
- SWT Design
- Landworks Studio
- Confluence
- Gateway Design

A City staff team was assembled to assess the bids as set forth in the RFQ. The team was Paul Bloomberg, Tony Robyn, Patrick Tuttle, Dan Johnson, Greg Bertoncino, Leslie Haase, and Dakota Rusk. The bids were assessed as follows:

40% Methodology - that the vendor will use to conduct work outlined in RFQ and evidence of ability to perform the work described herein.
35% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
15% References – will be based on references submitted as part of RFQ but can include clients not submitted.
10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Each staff member independently evaluated the bid responses and scored them based on the above criteria. A summary of the preliminary scores and detailed comments related to the scores is attached for your review. From the total preliminary scores, the two firms were then interviewed.

Finalist Process Summary:

Finalist interviews for the Ewert Splash Park project were held on Thursday, August 10th. The City staff team that participated in the finalist interviews were Paul Bloomberg, Greg Bertoncino, Leslie Haase, and Dakota Rusk. A listing of questions was provided to each finalist prior to their presentation. The finalists were asked to address the questions in their presentations and each team was given 30 minutes to present, with 15 minutes for questions. The presentations occurred as in-person meetings. The presentation teams represented the staff that would be assigned to work on the project.

City staff scored the finalist presentations on a 50-point basis with 20 points for methodology, 15 points for experience and 15 points for staff. Each staff member independently scored each finalist. A summary of the final scores and detailed comments related to the final scores is attached for your review. Olsson Studio had the highest final score for the Ewert Splash Park project and has submitted the best overall bid.

FUNDING SOURCE

This item is included in the City Council budget.

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

NOTICE OF REQUEST FOR QUALIFICATIONS

REQUEST FOR PROPOSAL NO. 2023-RFP-04

EWERT SPLASH PARK

RFQ Due Date: 10:00 A.M., July 24th, 2023

Location: City of Joplin
Parks Department
3301 West 1st Street
Joplin, MO 64801

Staff: Paul Bloomberg, Parks Director
Email: pbloombe@joplinmo.org

Phone: 417-625-4750

Proposals will be received by the Parks Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Qualifications number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Qualifications.

June 22, 2023
Issue Date

CITY OF JOPLIN, MISSOURI

The City is accepting submissions for Engineering/Architectural design, plans, specifications, and construction administration services for a new splash park in Ewert Park, located at 615 South Murphy Boulevard in Joplin. The Park is in the center of Joplin and the property is owned by the City.

Planning for the new splash park was provided by Waters Edge Aquatic Design through the Ewert Pool Study which was completed in 2021. The final conceptual drawing will be made available to the selected firm.

The new splash park is expected to include:

- Colored concrete and artificial turf, playground surfacing under dry play structure
- Additional shade structures (5), existing shade structure at the bathhouse will remain
- Ground sprays (33)
- Tall and larger sprays (8)
- Water table (1)
- Spray arches (1)
- Wet boulder sprays (2)
- Wet play structure (1)
- Dry play structure (1)
- Dry boulder play unit (1)
- Ice rink (12' width, 4,920 s.f.)
- Landscaping
- Bathhouse & buildings:
    - Reconfigure entry/admission area
    - Relocate men's shower tree
    - Add 2 family changing rooms
    - Condition the bathhouse to utilize in the winter months (for ice skating)
    - Basic interior and exterior aesthetic improvements
    - Recoat roof
    - Improvements to the entrance between the bathhouse and concession building

The pool has been an integral part of Ewert Park for nearly a century, and the history behind how and why the park and pool were developed are of importance to the community. Strategies and methods for educating on and incorporating that history should be recommended in this build.

The items above reflects a "nature" theme, as that was one theme explored and showcased in the 2021 study. However, after public, city, and committee input, a theme of Route 66 is more desired for the final design. The magnitude of cost can be expected to apply to the Route 66 theme as well, with some variance on pricing for custom pieces.

REQUEST FOR QUALIFICATIONS

Qualified firms interested in providing professional design services for the new splash park should submit qualifications according to the specifications below. Interested firms shall be licensed aquatics design firms in the State of Missouri.

Deadline
Sealed proposals are due (must be *received*) by (**Monday, July 24, 2023, at 10:00pm Central Time**) to the City at the address above. One (1) original and (2) complete copies of the submission is to be mailed and delivered in a sealed envelope clearly marked with "Ewert Splash Park RFQ" on the outside of the package. Late submissions will not be accepted.

Contact Person
Inquiries regarding this RFQ can be directed to the person listed on the front page. Inquiry must be submitted via email no later than (July 6, 2023).

SCOPE OF SERVICES

The selected firm will work with the City and selected representatives on completion of the project, which will include the following traditional project delivery method services below. Construction management and design-build delivery methods are not being considered.

A. Preliminary Design
- **a.** Facilitate project kickoff meeting to understand and confirm expectations, including but not limited to features, amenities, recirculation system type, accessibility, surfacing, utilities, site constraints, required permits, and project timeline.
- **b.** Confirm and/or refine developed concepts, site plans, and costs.

B. Design
- a. Coordinate topographic surveys, utility investigations, and geotechnical evaluation. These site investigation services will be contracted separately with the City.
- b. Prepare full and complete plans, specifications, and construction documents for bidding.

C. Bidding
- **a.** Assist with bidding and award process.
- **b.** Reviews and assist with selecting a contractor.

D. Construction Administration
- **a.** Attend meetings, including
  - **i.** Pre-construction
  - **ii.** Progress meetings
  - **iii.** Substantial, final, and warranty walk-throughs
- **b.** Construction Administration
  - **i.** Submittals and shop drawings
  - **ii.** Requests for information
  - **iii.** Pay applications
  - **iv.** Change order requests

c. Construction Site Visits
  i. Inspection throughout construction with periodic site visits
  ii. Inspect critical or milestone components

PROPOSAL SUBMISSION REQUIREMENTS

Interested firms must submit qualifications that demonstrate their experience in performing similar projects. Submissions must include a response addressing the following information:

Company Profile
Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.
D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

Organizational Structure
Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

Key Staff Resumes
Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

Experience and Qualifications
Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFQ. The Proposal should provide all information which the Consultant considers pertinent to its qualifications for performing the work called for by the RFQ.

References
Each Consultant must furnish a minimum of three (3) references. References should be listed for similar type work as requested in this RFQ. Each reference must identify and describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

PROJECT SCHEDULE

The City anticipates that the following timetable will apply to this RFQ. The dates following the June 22, 2023 RFQ issue date are subject to change:

Activity	Date
RFQ issued	June 22, 2023
RFQ Due Date	July 24, 2023
Finalist Interviews (if required)	August 3 & 4, 2023
Vendor Selection	August 7,2023
Present Contract to Council for Approval	September 4, 2023
Start Project Construction	May 2024
Project Completion	Spring 2025

Addenda to the RFQ and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications, or revisions of the RFQ, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFQ.

Any question, request for clarification, or request for additional information regarding this RFQ should be submitted no later than July 6, 2023 via e-mail to pbloombe@joplinmo.org, or in writing, to Paul Bloomberg (Attn: Ewert Splash Park RFQ), City of Joplin, 3301 West 1st Street, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Consultant finds any inconsistency or ambiguity in the RFQ, the Consultant is requested to contact the Parks Department, at the above address.

PROPOSAL EVALUATION AND SELECTION

Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFQ, will be reviewed and evaluated by the City. The City reserves the right to request Consultants to make one or more presentations to the City at the City's offices at the Consultant's sole cost and expense, addressing Consultants' ability to achieve the scope of work of this RFQ. Proposals will be evaluated, in part, according to whether the Consultant meets the minimum qualifications and submits a proposal complying with all the requirements of this RFQ.

Evaluation of vendor proposals will be based on the following criteria:

- 40% Methodology - that the vendor will use to conduct work outlined in RFQ and evidence of ability to perform the work described herein.
- 35% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
- 15% References – will be based on references submitted as part of RFQ but can include clients not submitted.

10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Responsibility for Costs
The Consultant shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFQ. The City assumes no contractual or other obligations as a result of the issuance of this RFQ, the preparation or submission of a Proposal by a Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

Contract Terms and Conditions
The City may condition award of the Contract on the Consultant's acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFQ and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection, and proposing alternative terms. Should Consultant object to any of the terms and conditions established in this RFQ, including the form of agreement, the City reserves the right, in its sole discretion, to permit Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms and conditions and if Consultant does object, the number and type of objections. In no event shall the City's selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFQ. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFQ, if, in the sole judgment of the City, it is in the best interest of the City to do so.

Exhibits
The following exhibits are referenced in this RFQ, incorporated into and made a part of this RFQ:

A. City of Joplin Standard Professional Services Agreement

FORMAT AND CONTENT OF PROPOSAL

Proposal Terms and Conditions
The following terms and conditions apply to submitting proposals in response to this\Request for Qualification:

Interviews
The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

Request for Additional Information
The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

Acceptance/Rejection/Modification to Proposals
The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

Proposals Binding
All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

Proposer's Certification
By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

Non-exclusive Contract
The agreement resulting from this RFQ shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

Late proposals
Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

Completeness
All information required by the Request for Qualifications must be supplied to constitute A legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFQ does not affect this right.

Execution of Agreement
It is anticipated the City will make their selection of a firm by August 7, 2023. The successful proposer shall enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

Proposal Due Date
Sealed proposals with one (1) original and two (2) complete copies will be received at the Parks Department no later than **10:00 a.m. July 24, 2023**. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery
CITY OF JOPLIN
PAUL BLOOMBERG
DIRECTOR OF PARKS AND RECREATION
3301 WEST 1ST STREET
JOPLIN, MO 64801
Submitted envelopes should be marked: "REQUEST FOR PROPOSAL– "#2023-RFP-04: Ewert Splash Park, 10:00 AM; Monday, July 24, 2023"

Amendments
If it becomes necessary to revise or amend any part of this Request for Qualification, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Qualification.

Proposal Evaluation Process
The steps and activities in the proposal process will include the following:

The City will review and evaluate all proposals submitted in response to this Request for Qualifications (RFQ). The City shall conduct a preliminary evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Qualifications or as reasonably determined by the City.

The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFQ. Failure to comply with any mandatory requirements may disqualify a proposal.

Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short-listed firms.

The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.
The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

“NOTICE: This Agreement is included as a sample only and should not be considered a final document. Any agreement between the City and a successful bidder may be significantly different than the agreement attached following legal review.

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

NAME, ADDRESS & PHONE OF CONSULTANT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in **Request for Proposal #2023-RFP-04** which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated July 24, 2023 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the best Offeror for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit C;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit C.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit C.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall

not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

8. **Assignment:** The Consultant shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Consultant will be an Independent Consultant and not the City’s employee for all purposes, including but not limited to, the application of

the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers' Compensation and unemployment insurance laws. The Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

    B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

17. **Consultant's Responsibility for Subcontractor**: It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractor, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractor to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractor and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. 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 insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

A. In no event shall the City be liable to the Consultant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

B. The Consultant shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Consultant hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Consultant.

C. The Consultant shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

D. The indemnification obligations of Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

F. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **Jurisdiction:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit B

NOTICE OF REQUEST FOR QUALIFICATIONS ADDENDUM #1

REQUEST FOR QUALIFICATIONS NO: EWERT SPLASH PARK 2023-RF-04

DESCRIPTION

The City of Joplin invites qualified firms to submit sealed proposals for a Splash Park for the City of Joplin, Missouri.

RFQ Due Date: 10:00 A.M., CDST, Monday, July 24th, 2023

Location: Parks Department, 3301 West 1st Street, Joplin, MO 64801

Owner Representative: Paul Bloomberg Email: pbloombe@joplinmo.org

Phone: 417-625-4750

Addendum #1-Additional park projects; Clarification on licensed aquatics design firms in the State of Missouri

The City of Joplin is modifying the Ewert Splash Park RFQ by adding the following items based on the recommendations in the Parks Masterplan conducted by Landworks Studio in 2021. These items should be included in the Ewert Park design:

- *Ice Ribbon (rink) 12' wide, 4,290 sf ribbon that will weave in and around the splash park area. This will include lighting and an underground refrigeration system.*
- *Covered basketball / multiuse court that will take the place of the existing tennis courts. The covered court will include lighting, outlets, and a water fountain.*
- *An amphitheater south of the aquatic center, which will replace the current triangle shaped basketball court. This amphitheater will provide visibility to a minimum of 200 spectators, power will be provided for portable speaker systems, and lighting will be included for nighttime events.*
- *A park kiosk in a location that complements the amphitheater and other new park elements. The kiosk will incorporate design elements that highlight the history of Ewert Park. In addition to the kiosk, there will be interpretative signage at various locations throughout the park that highlight the park's history.*
- *The existing playground will be replaced with a new playground that will include a poured-in-place rubberized playground surface.*
- *Provide security in the parks will be enhanced with the addition of security lighting and camera systems within the park. Must conform and integrate with existing and proposed systems elsewhere.*

Qualified firms interested in providing professional design services for the new splash park should submit qualifications according to the specifications below. Interested firms shall have a ***TEAM*** *member who is a licensed aquatics design firm in the State of Missouri.*

The undersigned hereby acknowledges receipt of this addendum, which by this reference is hereby incorporated in and becomes a part of the Request for Qualifications for the above referenced project. Please include a signed copy of this addendum with your qualification's submission.

_____
Company Name

_____
Signature

_____
Printed Name, Title

SUMMARY OF FINALIST INTERVIEW COMMENTS FOR RFQ ANALYSIS

EWERT SPLASH PARK PROJECT

AUGUST 10, 2023

Olsson Studio

- Relationship to the community and increase awareness of Parks history.
- Team specifically built to handle different facets of design/build.
- The have formed an incredibly experienced team.
- Talked about several grant opportunities available.
- Crime prevention through environmental design. Have someone certified on staff.
- Understand our staffing issues, incorporate systems that will help with low maintenance.

SWT Design

- Wants to bring Ewert Park back to its glory.
- Seems as though their vision is more park and its amenities than the splash park.
- Holistic approach for destination park, incorporating history important.
- Balanced team with strong prospective.
- Utilize resilient materials to help focus on long term maintenance.
- Work with City to develop plan.

CITY OF JOPLIN
EWERT SPLASH PARK RFQ
Finalist Interview Scores
10-Aug-23

VENDOR NAME	SCORE	SCORE	SCORE	SCORE	TOTAL SCORE	OVERALL AVG SCORE
Olsson Studio	49	50	45	49	193	48.3
SWT Design	47	48	43	46	184	46.0

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 _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2023 ("the Effective Date"), by and between the City of Joplin, Missouri, a Missouri Municipal Corporation ("OWNER"), and Olsson, Inc., a Nebraska Corporation ("ENGINEER"), collectively referred to as "the Parties."

WHEREAS, OWNER desires to engage an engineer for the purpose of providing professional services for the design and construction of improvements to the property commonly known as Ewert Park, specifically a splash park, as described in OWNER's Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, ENGINEER desires to be engaged as OWNER's engineer for the purpose of providing professional services for the design and construction of improvements to the property commonly known as Ewert Park, specifically a splash park, as described in ENGINEER's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, OWNER has selected ENGINEER as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by OWNER.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical, and electrical engineering services.

1.1.2 ENGINEER shall represent OWNER, insofar as OWNER desires, to governmental entities and agencies, institutions, and other individual and collective parties in dealings related to the Project.

1.1.3 ENGINEER shall attend meetings and hearings with and on behalf of OWNER, insofar as OWNER desires, provided that such meetings and hearings pertain to the Project and provided that OWNER gives ENGINEER reasonable notice of such meetings and hearings and of OWNER's desire to have ENGINEER in attendance.

1.1.4 In general, the Project consists of the improvements to OWNER's property commonly known as Ewert Park, specifically a splash park, as described in OWNER's Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and ENGINEER's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B.

Upon execution of this Agreement by OWNER, ENGINEER shall proceed with the design phase of the project.

Basic services of ENGINEER included as part of this Agreement include the following:

1.2 Design Phase

Upon execution of this agreement, ENGINEER shall:

1.2.1 Conduct topographic surveys to the extent necessary for design of the infrastructure facilities.

1.2.2 Develop design plans, specifications, and contract documents used to solicit competitive bids for construction of the improvements.

1.2.3 Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.2.4 On the basis of the accepted final design documents, provide to OWNER an opinion of probable cost for the Project.

1.2.5 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.6 Furnish copies of the above documents and present and review them in person with OWNER.

1.2.7 Submit copies of the plans, specifications, bid and contract documents, and other related documents to the governmental agencies having jurisdiction over the project for their review and approval.

1.3 Bidding Phase.

After receiving written authorization to proceed with the bidding phase, ENGINEER shall:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan rooms, etc. Provide interested contractors and suppliers copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor for those portions of the work as to which such acceptability is required by the bidding documents.

1.3.3 Consult with and advise OWNER as to the acceptability of substitute materials and

equipment proposed by Contractor when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.4 Respond to pre-bid questions, review pre-bid submittal, prepare any necessary addenda, and assist in opening the bids.

1.3.5 Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.4 Construction Phase.

During the construction phase, ENGINEER shall:

1.4.1 Consult with and advise OWNER and act as its representative. All of OWNER's instructions to contractor(s) will be issued through ENGINEER, who will have authority to act on behalf of OWNER.

1.4.2 Review contractor's proposed project schedule.

1.4.3 Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor; and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.4.4 Issue all instructions of OWNER to contractor; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

1.4.5 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor. But by recommending any payment, ENGINEER will not thereby

be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.4.6 Conduct site observation periodically and as reasonably required by the OWNER or RPR to observe conditions and progress of the work and to answer questions of the OWNER or RPR, to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed in accordance with the contract documents and if Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and the contractor that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.4.4.

1.4.7 Provide the OWNER two sets of record prints of drawings and one electronic (PDF) version of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant. If desired by OWNER, reproducible record prints can be obtained as set forth in Section 2.1.10 of this agreement.

1.4.8 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.4.1 through 1.4.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the contract documents.

1.4.9 ENGINEER shall at the conclusion of construction combine field changes noted by the contractor and the resident project representative into a complete, as-built set of plans, representing what was constructed in the field to the best of our knowledge.

1.5 Resident Project Representation.

1.5.1 ENGINEER shall furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of contractor. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.5.2 Duties and Responsibilities of RPR.

1.5.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.5.2.2 Conferences and Meetings: Attend meetings with contractor, such as progress meetings, job conferences, and other project-related meetings.

1.5.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.5.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples which are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.5.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection,

or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.5.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.5.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.5.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarification and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.5.2.9 Reports:

a) Furnish ENGINEER with periodic reports as required of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material

from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.5.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.5.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.5.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.5.3 Limitations of Authority. Resident project representative:

1.5.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.5.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents.

1.5.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent.

1.5.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.

1.5.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.5.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.5.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.5.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others additional services of the following types which are not considered normal or customary basic services; these will be paid for by OWNER as indicated in Section 5.

2.1.1 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond ENGINEER's control.

2.1.3 Preparing documents for out-of-sequence work.

2.1.4 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.5 Furnishing the services of special consultants requested by the OWNER for other than the normal civil, structural, mechanical, and electrical engineering; such as consultants for interior design, furnishings, communications, acoustics, and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.6 Reviewing contractors' and subcontractors' payroll records.

2.1.7 Providing any type of field staking to enable contractor(s) to proceed with their work; and providing other special field surveys other than those for design purposes.

2.1.8 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for basic services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by contractor(s), and in making revisions to drawings and specifications occasioned thereby, and

services resulting from significant delays, changes, or price increased occurring as a direct or indirect result of material, equipment, or energy shortages.

2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.

2.1.10 Preparing for OWNER, on request, a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by contractor(s) to ENGINEER and which ENGINEER considers significant.

2.1.11 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by contractor(s).

2.1.12 Preparation or review of environmental assessments and impact statements and review and evaluation of the effect on the design requirement of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

2.1.13 Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14 Preparing to serve or serving as a consultant or witness for OWNER in any litigation or other legal or administrative proceeding involving the Project (except as agreed to under basic services).

2.1.15 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this agreement.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

3.1 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.

3.2 Assist ENGINEER by placing at his disposal all reasonably available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.

3.3 Furnish to ENGINEER, as required for performance of ENGINEER's basic services, data prepared by or services of others, including without limitation core borings, probings, and subsurface

explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may reasonably rely upon in performing his services.

3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as reasonably required for ENGINEER to perform his services.

3.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7 Provide such accounting, independent cost estimating, and insurance counseling services as may be reasonably required for the Project; such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by contractor(s); such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract; and such inspection services as OWNER may require to ascertain that contractor(s) are complying with any law, rule, or regulation applicable to their performance of the work.

3.8 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to ENGINEER's services.

3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of contractor(s).

3.10 Furnish, or direct in writing ENGINEER to provide, necessary additional services as stipulated in Section 2 of this agreement or other services as required.

3.11 Bear all costs incidental to compliance with the requirements of this Section 3. The Parties acknowledge and agree that all such costs must be approved in advance by OWNER in writing.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. ENGINEER's

obligation to render services hereunder will extend for a period which may reasonably be required for the design and construction of the Project.

4.2 Upon execution of this Agreement by the OWNER, ENGINEER shall proceed with the performance of the services called for in the design phase (Section 1.2), and shall submit final design and contract documents and a revised opinion of probable Project cost within 180 calendar days.

4.3 After acceptance by regulatory agencies of the ENGINEER's drawings, specifications, and other design-phase documentation, including the most recent opinion of probable project cost, and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the bidding phase (Section 1.3).

4.4 All engineering services provided subsequent to the bidding phase and as set forth under Sections 1.4 and 1.5 of this Agreement shall be completed within 6 months after receipt by the ENGINEER of written authorization to proceed.

4.5 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

4.6 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the construction phase has not commenced within 120 calendar days after completion of the final design phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement.

4.7 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control or if ENGINEER for any reason is required to render services more than one year after substantial completion, the various rates of compensation provided for elsewhere in this agreement shall be subject to renegotiation.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of Engineer

5.1.1 Payment for Services:

5.1.1.1 For Design Phase Services: OWNER shall pay ENGINEER for time expended in the performance of design phase services rendered under Section 1.2, at the labor rates and non-labor rates shown in Exhibit C, and according to the phases of work shown in Exhibit D.

5.1.1.2 For Contract Administration including Bidding and Basic Construction Phase Services: OWNER shall pay ENGINEER for time expended in the performance of bidding and basic construction phase services rendered under Sections 1.3 and 1.4, at the labor rates shown in Exhibit C, and according to the phases of work shown in Exhibit D.

5.1.1.3 For Resident Services During Construction: OWNER shall pay ENGINEER for the actual time expended and expenses incurred in the performance of resident services during construction as outlined in Section 1.5 at the labor rates and non-labor rates shown in Exhibit C, and according to the phases of work shown in Exhibit D. However, it is understood that the duration of construction is subject to delays beyond the control of the ENGINEER and the actual time required for resident services may be more or less than the time estimated by the ENGINEER and reflected in the fee specified above, therefore delays in construction may warrant the issuance of an amendment to the contract at a later date.

5.1.1.4 The total not to exceed amount for all sections of the contract shall be $828,000. If one section of the contract does not use the full amount allocated above, another section of the contract can utilize the unused portion to complete those services, as long as the total amount for all sections does not exceed $828,000.

5.1.2 Additional Services. Subject to the not to exceed price specified in Section 5.1.1.4, OWNER shall pay ENGINEER for additional services rendered under Section 2 as follows:

5.1.2.1 General. For time expended in the performance of additional services rendered under paragraphs 2.1.1 through 2.1.15, inclusive (except services covered by paragraph 2.1.5) on the basis of the labor rates shown in Exhibit C.

5.1.2.2 Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.5, the amount billed to ENGINEER therefor times a factor of 1.10.

5.1.3 The term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.3 below.

5.2 Times of Payments

5.2.1 ENGINEER shall submit monthly statements for basic and additional services rendered and for reimbursable expense incurred. The amount of ENGINEER's professional fee billed will be based upon the actual time and expenses incurred by ENGINEER's personnel in the performance of this Agreement at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2 In the event of termination by OWNER under paragraph 7.1, ENGINEER will be paid for services rendered to date of termination by principals and employees assigned to the Project. In the

event of any such termination, ENGINEER will be paid for all unpaid additional services and unpaid reimbursable expenses, subject to the not to exceed price specified in Section 5.1.1.4

5.3 Definitions.

Reimbursable expenses mean the actual expenses incurred directly in connection with the Project for: furnishing and maintaining field office facilities; subsistence, lodging, and transportation of project staff and resident project representatives; reproduction of reports, drawings, and specifications; postage and express delivery services; survey materials; and similar Project-related items.

SECTION 6 - OPINIONS OF COST

6.1 Opinions of Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project costs and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids, or actual Project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase, OWNER wishes greater assurance as to Project or construction cost he shall employ an independent cost estimator as provided in Section 3.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

7.2 Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of OWNER.

7.3 Attorney's Fees and Expenses. If OWNER files suit in order to enforce any term of this Agreement and is the prevailing party, ENGINEER shall be liable for OWNER's reasonable attorney's fees and expenses. In no event shall OWNER be liable for ENGINEER's reasonable attorney's fees and expenses.

7.4 Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

7.5 Compliance with Laws. ENGINEER shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material

or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7.6 Consequential Damages. In no event shall OWNER be liable to ENGINEER for special, indirect, or consequential damages.

7.7 Contract Documents. The contract documents shall consist of the following: this Agreement, OWNER's Request for Proposal, attached hereto and incorporated by reference as Exhibit A, ENGINEER's Response to OWNER's Request for Proposal, attached hereto and incorporated by reference as Exhibit B, Rate Schedule, attached hereto and incorporated by reference as Exhibit C, and Estimate of Costs, attached hereto and incorporated by reference as Exhibit D. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between Exhibit A and Exhibit B, C, or D, Exhibit A will prevail. In the event of conflict between Exhibit B and Exhibit C or D, Exhibit B will prevail.

7.8 Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

7.9 Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

7.10 Ethics. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for ENGINEER, any fee, commission, gift, or contingent fee.

7.11 Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

7.12 Indemnification. To the fullest extent permitted by law, ENGINEER agrees to defend with counsel selected by OWNER, and indemnify and hold harmless OWNER, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by OWNER or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by ENGINEER, or claims relating thereto, and including but not limited to OWNER's reliance on or use of the services or products provided by ENGINEER under the terms of this agreement. ENGINEER shall not be liable for any loss or damage attributable solely to the negligence of OWNER.

7.13 Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. ENGINEER is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. ENGINEER is an independent contractor and not an

employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

7.14 Insurance. ENGINEER shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, and in such amounts as may be necessary to protect it against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement, 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). The foregoing shall not be construed as a waiver of sovereign immunity.

7.15 Intellectual Property. OWNER shall own all right, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of ENGINEER created in performance of or relating to this Agreement.

7.16 Non-Appropriation. Notwithstanding any provision herein to the contrary, OWNER is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during OWNER's then current fiscal year at the discretion of OWNER. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of OWNER to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

7.17 Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to OWNER and ENGINEER at the addresses as follows:

City of Joplin, Missouri	Olsson, Inc.
ATTN: City Manager	ATTN: Ronald L. Mersch
602 S. Main St.	1027 S. Main St., Suite 503
Joplin, MO 64801	Joplin, MO 64801

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

7.18 Payment for Labor and Materials. ENGINEER agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

7.19 Records and Audits. ENGINEER shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by OWNER to assure proper accounting for all project funds. These records will be made available for audit purposes to OWNER or any authorized representative, and will be retained for three years after the expiration of this Agreement.

7.20 Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

7.21 Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

7.22 Termination. OWNER reserves the right to terminate this contract by giving at least five (5) days prior written notice to ENGINEER, without prejudice to any other rights or remedies of OWNER, should ENGINEER be adjudged bankrupt, or if ENGINEER should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for ENGINEER or for any of its property, or if ENGINEER should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if ENGINEER should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of OWNER or fail to observe or perform any provisions of the contract. OWNER may terminate this Agreement, without cause, by giving ENGINEER thirty (30) days' written notice of the same.

7.23 Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

7.24 Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and ENGINEER is associated with a business entity, ENGINEER shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, ENGINEER must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

7.25 Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1 The following exhibit is attached to and made a part of this agreement: Exhibit A – OWNER's Request for Proposal, Exhibit B – ENGINEER's Response to Owner's Request for Proposal, Exhibit C – Rate Schedule, and Exhibit D – Estimate of Costs.

8.2 This agreement, including the exhibits referenced herein, constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

OWNER:	ENGINEER:
CITY OF JOPLIN, MISSOURI	OLSSON, INC.
_____	_____
Nick Edwards, City Manager	

ATTEST:

_____
Holly Nagy, City Clerk

COUNCIL BILL NO. 2023-607 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Olsson Studio, in the amount of Eight Hundred and Twenty-Eight Thousand Dollars ($828,000) for Professional Engineering Consulting Services to include a scope of work and fees for engineering services of the Ewert Splash Park Project; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

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

Section 1. That the Contract by and between the City of Joplin and Olsson Studio to complete the Ewert Splash Park Project a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney