COUNCIL BILL NO. 2023-112 **ORDINANCE NO.** 2023-080

AN ORDINANCE approving an agreement with Olsson, Inc for professional engineering services in the not to exceed amount of Two Million Five Hundred Thirty-Six Thousand Nine Hundred and 00/100 Dollars ($2,536,900.00) for the ARPA Stormwater Grant project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and Olsson s, Inc. in the not to exceed amount of Two Million Five Hundred Thirty-Six Thousand Nine Hundred and 00/100 Dollars ($2,536,900.00), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, adoption of this Council Bill on an emergency basis allows the design of the improvements to begin as quickly as possible, in light of the funding deadline.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this the 20th day of June 2023 by a vote of 8-0-1. Absent: Spencer.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Infrastructure Improvement Fund to pay the amounts called for on the basis of the agreement received by the City Engineer.

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
OLSSON, INC.
FOR
PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of this 22 day of June, 2023 ("the Effective Date"), by and between the City of Joplin, Missouri (OWNER), and OLSSON, INC. (ENGINEER), and with OWNER and ENGINEER being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, OWNER intends to construct the following improvements: ARPA STORMWATER PROJECT; and,

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below, and give professional engineering consultation and advice to OWNER during the performance of services hereunder; and

WHEREAS, ENGINEER desires to be engaged by OWNER to provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below, and give professional engineering consultation and advice to OWNER during the performance of services hereunder; and

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, engineering services.

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

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

1.1.4 In general, the Project consists stormwater conveyance improvements at the following sites (in no particular order):

17TH And Annie Baxter - Develop plans and specifications for construction of channel improvements, storm sewer improvements, and culvert removal/modification similar in nature to what is shown in project 6-3 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

East Town - Develop plans and specifications for construction of channel improvements, storm sewer improvements, and culvert improvements similar in nature to what is shown in project 7-4 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

9th and St. Louis - Develop plans and specifications for construction of channel improvements, and culvert improvements similar in nature to what is shown in project 7-5 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

12th and Wall - Develop plans and specifications for replacement or restoration of concrete box culvert similar in nature to what is shown in project 7-5 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

Massachusetts and Murphy - Develop plans and specifications for groundwater management solution or water quality BMP to resolve nuisance issues along Joplin Creek similar in nature to what is shown in project 7-3 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

Ten Pin Lane - Develop plans and specifications for construction of storm sewer improvements similar in nature to what is shown in project 10-2 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in significant change in the final construction scope compared to the masterplan.

Texas Avenue: Develop plans and specifications for construction of a new storm sewer system similar in nature to what is shown in project 7-1 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan.

Olsson's scope of services is based on design scope for improvements in masterplan.

26th Street Culverts - Develop plans and specifications for construction of channel improvements, and culvert improvements similar in nature to what is shown in project 9-1 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

5th and Porter - Develop plans and specifications for construction channel improvements, and culvert improvements similar in nature to what is shown in 5th and Porter project in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

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

Basic services of the 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 Boundary Survey. Olsson will collect sufficient boundary information to establish parcel lines, Rights-of-Way, and existing easements, within the project site limits.

1.2.3 ROW and Easement Staking. Olsson will set stakes along the perimeter of proposed easements at 50 feet intervals and at bends as necessary (one time).

1.2.4 Prepare preliminary design documents consisting of final design criteria and preliminary drawings and review same with regulatory agencies and OWNER.

1.2.5 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.6 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.7 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.

1.2.8 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.9 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.

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

1.2.11 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.

1.2.12 Provide assistance to the OWNER relative to submission of applications to regulatory agencies for involvement in the ARPA program.

1.2.13 Utility and Railroad Coordination Services

1.2.13.1 Olsson will attend a maximum of 8 utility coordination meetings during the design phase and will coordinate with utility companies through email and phone calls for relocation of utilities as needed for construction of proposed project. It is assumed that individual meetings for each project site will not be required, and smaller sites can be lumped into a combined meeting.

1.2.13.2 Olsson will attend a maximum of 2 meetings with the railroad during the design phase and will coordinate with railroad through email and phone calls for coordination of work within railroad rights-of-way.

1.2.14 Negotiating to obtain land or easements rights. Refer to Exhibit A to clarifications of scope.

1.2.15 GIS (Geographic Information Systems) Deliverable. At each project site's end, Olsson will create shapefiles of the constructed infrastructure in the data format matching the city's current publicly available databases. The GIS deliverable will include linework and points for storm sewer, sanitary sewer, channels, and culvert and will include information on size, material, date constructed, and project number. These files will be delivered to the city electronically and the city will be responsible for removing old data and replacing with new data in their GIS database.

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 Submit to appropriate regulatory and funding agencies, the bid documents, revised cost estimates, and other documentation required as a part of the ARPA Program.

1.3.6 Assist OWNER in evaluating bids or proposals, in developing a tabulation of bids and in assembling and awarding contracts for each separate bid package.

1.4 Construction Phase.
During the construction phase, ENGINEER shall:

1.4.1 Consult with and advise OWNER and act as his 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 Attend pre-construction conference.

1.4.3 Review contractor's proposed project schedule.

1.4.4 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.

1.4.5 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.

1.4.6 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, review 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.

1.4.7 Conduct site observation periodically and as reasonably required by the OWNER to observe conditions and progress of the work and to answer questions of the OWNER, 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.

1.4.8 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.

1.4.9 Assist OWNER with preparation and submittal of funding reimbursement requests.

1.4.10 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 1.4.9, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the contract documents.

1.4.11 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 The 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 the 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 contractors, 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 furnished at the site by contractor and notify ENGINEER of sample availability 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) Construction Testing Services: Construction materials testing will be performed on this project in general compliance with the Standard Specifications for The City of Joplin, Missouri last updated February 15, 2021.

c) Materials Testing (assumptions per project site)
One concrete test per day or every 50 yards (5 cylinders per test)-CONCRETE
One soil proctor
One Base Proctor
Atterberg
One Lab Tests –ASPHALT maybe required if road repairs take place

d) Earthwork
Observe stripping and grubbing of construction areas prior to placement of fill.
Sample fill materials for standard Proctor, Atterberg limits, and other requisite lab testing.
Perform field moisture-density testing of structural fill, backfill, and subgrade preparation

e) Asphaltic Concrete
Perform verification testing in accordance with the Missouri Standard Specifications for Highway 1.8.2 Construction. Tests and frequencies of testing are referenced in Table 403.19.3.
Perform tests to determine mixture properties, gradation, deleterious content, and asphalt content on the retained portion of the QC samples at least once per week.

f) Portland Cement Concrete
Observe the condition of the subgrade and reinforcing steel prior to placement of concrete.
Determine that the concrete is delivered, conveyed, and consolidated into curbs, gutters, and formwork in accordance with the project specifications.
Perform field tests on concrete delivered to the project site including concrete temperature, slump and air content.
Cast cylinders from concrete placed for compressive strength testing.
Cure initially in the field, transport to and cure in our laboratory concrete cylinders until broken.

g) 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.

h) 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.

i) 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. 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 Assumptions:

a) These project sites will require the utilization of construction observation and materials testing personnel throughout the length of the project. Should the project be timed in a manner requiring Olsson to be on-site more than the length of time allowed for the project, a contract amendment may be required to cover the observation and inspection costs.

b) For bidding phase services, there will be two projects bundles and the bid process will occur a total of two times.

c) Revisions to any stage of plans that have been approved by the City shall be considered additional services.

1.5.2.13 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:

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

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

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

d) 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.

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

f) Shall not accept shop drawing or sample submittals from anyone other than contractor. Shall not authorize OWNER to occupy the project in whole or in part.

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

1.6 Right of Way Services

1.6.1 Olsson shall negotiate the acquisition of right of way necessary to construct nine stormwater project sites in Joplin. 51 properties are assumed as noted in the easement description section. Olsson understands the property will be acquired under the Uniform Relocation Act with funds from the American Rescue Plan Act.

1.6.2 Pre-Acquisition Meeting and Progress Report Meetings.

1.6.2.1 Olsson shall participate in a pre-acquisition meeting prior to the start of the project with the City of Joplin. This meeting will be to discuss project timelines, project milestones and review the scope of work responsibilities.

1.6.2.2 Olsson shall participate in monthly progress report meetings with City of Joplin staff during the duration of right of way acquisition activities.

1.6.3 Negotiations.

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

1.6.3.2 Olsson shall secure the necessary right of way and easements by negotiation for construction of these projects.

1.6.3.3 Olsson shall negotiate all acquisitions in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended and implementing regulations (49 CFR Part 24). This may include but is not limited to the following: Describing the acquisition, referencing plans or plats, explaining right of way and construction plans, project schedule and other project details. Olsson shall explain details related to the appraisal or value determination, how the offer was developed, and answer other necessary valuation questions.

1.6.3.4 City of Joplin shall provide Olsson will all agreements and conveyance documents necessary for the acquisition of the property.

1.6.3.5 Olsson shall prepare all necessary documents for review and signature by City of Joplin. Olsson shall not present any counteroffer or agree to any engineering plans, revisions or changes without express permission from the City of Joplin. Olsson shall relay all concerns, counteroffers, or issues to the City of Joplin for review and consideration.

1.6.3.6 When negotiations result in an agreement, Olsson shall prepare the necessary documents and secure notarized signatures from the owner or their representatives, as well as any tenants to submit for payment.

1.6.3.7 Olsson shall: Deliver each owner an offer letter, copy of appraisal, plans, and unsigned documents and agreements by means of personal contact or certified mail. Maintain a detailed written negotiator's log of contacts with each property owner to document negotiations, efforts to achieve amicable settlements, responsiveness to owners' counter proposals, and suggestions for changes in plans.

1.6.3.8 Olsson shall complete all documents necessary to facilitate the payment of settlements to property owners.

1.6.3.9 When negotiations result in condemnation, Olsson shall submit all necessary completed files and

documents to the City of Joplin.

1.6.3.10 Olsson understands that no Relocations will take place as part of the project. If any Relocations are to take place Olsson will issue an amendment

1.6.4 Appraisal Services.

1.6.4.1 Olsson shall identify the valuation problems, determine the number and type of appraisal reports needed for each parcel, identify items pertinent to the valuation of each parcel, and note any specific or unusual appraisal problems. Any properties worth more than $10,000 will have an appraisal completed and any property valued at under $10,000 will have a waiver valuation completed by Olsson real estate staff.

1.6.4.2 Olsson shall utilize Southwest Valuation, LLC a MoDOT approved appraiser to complete appraisals.

1.6.4.3 All appraisal reports will be reviewed by a pre-qualified review appraiser, independent of the individual who issued the report. Olsson shall hire an outside appraiser for this service on all appraisals.

1.6.4.4 All completed appraisal, appraisal reviews, and waiver valuation reports shall be provided to City of Joplin.

1.6.5 Olsson's Fees.

1.6.5.1 Olsson's fee for negotiations is estimated to be $3,000 per parcel and will be billed according to standard hourly rates.

1.6.5.2 Olsson assumes the cost of a third-party appraisal will be $2,250 per appraisal and will be billed as a flat rate per parcel.

1.6.5.3 Olsson assumes the cost of third-party appraisal review will be $1,000 per appraisal review and will be billed as a flat rate per parcel. .

1.6.5.4 Waiver Valuations will be completed by Olsson for $500 per parcel and will be billed as a flat rate per parcel. .

1.6.5.5 Olsson assumes the cost of title reports to be $350 per parcel and will be billed as a flat rate per parcel. .

1.6.5.6 Olsson estimates the total cost to acquire 51 parcels to be $196,350, this includes negotiation, waiver valuation, and title reports. If a parcel requires an appraisal and/or an appraisal review the cost for those services will be additional less the waiver valuation amount included in the estimate.

1.6.6 Schedule

1.6.6.1 Project initial meeting to be scheduled within 1 week after notice to proceed on property acquisitions.

1.6.6.2 Prepare waiver valuations to be completed within four weeks after initial project meeting.

1.6.6.3 Make initial calls to owners and/or mail certified letters: Completed three weeks after step 3.

1.6.6.4 Mail second round of certified letters to owners who are still unresponsive: This will occur 2 weeks after the initial letters were mailed.

1.6.6.5 Based on our experience with projects of this scale, we expect that land acquisition will take 12 months for all 9 project sites. Some individual project sites may be completed sooner. We expect some landowners will need more time to address their questions or concerns, and some will take more time to contact. Olsson will work to meet and if possible, improve on this timeline.

1.6.7 Assumptions and Exclusions

1.6.7.1 This estimate assumes that all right of way will be acquired voluntarily. Any Olsson services associated with potential condemnation would be addressed in an amendment.

1.6.7.2 This proposal does not include the compensation paid to landowners, or other non-listed third-party services.

1.6.7.3 This proposal does not include acquiring easements for any third-party utilities that need relocated as part of the project. Olsson can provide these services but will require an amendment later.

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.

2.1.16. Refer to scope of services matrix (EXHIBIT B). Any scope categories listed as "NO" for a particular project site are excluded from the scope of services for that project site. Other items that are excluded from all sites include the following:

2.1.16.1. Right-of-Way monumentation

2.1.16.2. As-built surveys

2.1.16.3. Construction staking

2.1.16.4. Pavement and joint design

2.1.16.5. Payroll Reviews

2.1.16.6. Mechanical or electrical engineering

2.1.16.7. Utility design, including waterline, gas, fiber optic, and electric design.

2.1.16.8. All services not specifically listed are assumed to be excluded.

2.1.16.9. Bill of reinforcing steel for structures.

2.1.16.10. Calculation of excavation types (all excavation will be unclassified).

2.1.16.11. Building stability investigations for construction access/excavations.

2.1.16.12. Design of temporary shoring or dewatering.

2.1.16.13. Health and Safety Plans

2.1.16.14. Environment Site Assessments

2.1.16.15. Mitigation Design

2.1.16.16. Irrigation design

2.1.16.17. FEMA Letters of Map Change (LOMR/CLOMR/LOMA/CLOMA, etc)

2.1.16.18. Renderings and visualizations

2.1.16.19. Individual 404 Permitting

2.1.16.20. Other permit applications not specifically described in the scope of services.

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 the 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 the 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 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 by September 2024. Thirteen months are planned for completion of preliminary and final design tasks.

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 Section 1.2 of this Agreement shall be completed by December 31, 2024 by the ENGINEER. Engineering services for right-of-way, bidding and construction phases are anticipated to be completed by December 31, 2026; however, all billable work should be completed by October of 2026 to ensure adequate time for invoicing, pay request submission, and payment processing.

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 Planning, Design Phase and Easement/Property Acquisition 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 D, and according to the phases of work and not to exceed cost estimate shown in Exhibit C, the scope of work for which shall not be changed, and the cost for which shall not be exceeded, except by formal written amendment.

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 D, and according to the phases of work and not to exceed cost estimate shown in Exhibit C, the scope of work for which shall not be changed, and the cost for which shall not be exceeded, except by formal written amendment.

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 D, and according to the phases of work and not to exceed cost estimate shown in Exhibit C, the scope of work for which shall not be changed, and the cost for which shall not be exceeded, except by formal written amendment. 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 amounts for all sections of the contract shall be $2,536,900.

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 D.

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 therefore times a factor of 1.10.

5.1.3 The term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.4 below.

5.2 Times of Payments

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

5.3.3 OWNER shall make payment to ENGINEER in accordance with Section 8.960, RSMo.

5.4 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 Termination

The obligation to provide further services under this agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents

All documents, including drawings and specifications prepared by ENGINEER pursuant to this agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by OWNER without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses arising or resulting therefrom.

7.3 Controlling Law

This agreement is to be governed by the laws of the State of Missouri. Venue for any litigation between the parties shall exclusively lie in Jasper County, Missouri.

7.4 Successors and Assigns

7.4.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this agreement.

7.4.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this agreement without the written consent of the other, except as stated in paragraph 7.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any

written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

7.5 Insurance
ENGINEER shall, as part of this agreement, maintain professional liability insurance covering errors and omissions, with a liability limit of $2,000,000.

7.6 Consequential Damages. In no event shall either party be liable to the other party for special, indirect, or consequential damages.

7.7 Disadvantaged Business Enterprises. ENGINEER agrees to take steps to ensure that disadvantaged business enterprises (DBEs) are utilized when possible as sources of supplies, equipment, construction, and services as required by 2 CFR 200.321.

7.8 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.

7.9 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.

7.10 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.

7.11 Records and Audits.

7.11.1 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.

7.11.2 One stamped hardcopy and one stamped digital copy of plans and specifications and all change orders will be submitted to the Missouri Department of Natural Resources for approval.

7.12 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.

7.13 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 affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

7.14 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.

7.15. Understandings and assumptions:

7.15.1. Fees can be shifted between project sites, phases, and tasks.

7.15.2. The City will issue notice to proceed after City Council Approval.

7.15.3. Final plan reviews to be completed after City Approval.

7.15.4. Utility relocation shall be completed by the respective utility company.

7.15.5. It is assumed that the included stormwater project sites will be bid in no more than two packages to two prime contractors. Construction phase services including administration and testing are adjusted for this assumption which reducing meeting and coordination effort with contractor.

7.15.6. RPR, construction administration, and testing services are calculated assuming total construction duration of 12 months and minimum of four project sites being constructed simultaneously. Olsson will utilize this to the city's advantage and the onsite RPR will watch over two project sites at once. This will allow costs to be kept lower and be more utilized throughout the process.

7.15.7. Cost estimates and bid documents will be prepared assuming that the structural work will be bid by cubic yards of concrete, or other appropriate items such as lengths or repair limits, as needed. No detailed breakdowns of amounts of reinforcing steel will be provided by Olsson. It is assumed that the Contractor will develop shop drawings and submit them for review and approval by the Engineer as a preconstruction work item(s).

7.15.8. City will provide CCTV for:

7.15.8.1. Existing box culvert at 12th and Wall which will be needed to evaluate condition of existing structure.

7.15.8.2. Sanitary sewer adjacent to the 12th and Wall box culvert should also be inspected with CCTV to provide locations a existing sewer laterals crossing the project.

7.15.8.3. Massachusetts and Murphy: Sanitary sewer along street looking to identify laterals from the homes to the east.

7.15.8.4. Ten Pin Lane: sanitary sewer lateral locations along north-south sewer line.

7.15.8.5. Texas Avenue: sanitary sewer showing lateral locations as requested by Olsson

7.15.8.6. Any additional potential sanitary sewer lateral conflicts, as requested by Olsson.

7.15.9. The land disturbance permit and SWPPP will be handled under the City's operating permit. The contractor shall be responsible for maintaining and updating the SWPPP. Furthermore, the contractor is responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMPs as set for in the SWPPP to meet all applicable city, state, and federal laws.

7.15.10. Construction observation and Testing Services:

7.15.11. No potholing will be performed by the engineer. The engineer will coordinate with utility companies for potholing at critical locations.

7.15.12. Survey is to include location of existing utilities based on visible surface evidence and markings provided by the Missouri One-Call System.

7.15.13. If precast box culvert is utilized, structural design calculations are excluded and are anticipated to be performed by the contractor/precaster.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1 The following exhibit is attached to and made a part of this agreement: Exhibit A: Clarification of Services", Exhibit B: Scope of Services Matrix, and Exhibit C "Rate Schedule".

8.2 This agreement (consisting of pages 1 to 22, inclusive), as well as the exhibits identified above, 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.

The parties hereto have made and executed this agreement as of the day and year first above written.

OWNER:	**ENGINEER:**
CITY OF JOPLIN, MISSOURI	OLSSON, INC
Leslie Haase	Andrea Adams
(Authorized Signature)	(Authorized Signature)
LESLIE HAASE	Andrea Adams
(Printed Name)	(Printed Name)
FINANCE DIRECTOR	Senior Directors, Operations
(Title)	(Title)

EXHIBIT A
CLARIFICATION OF SERVICES
2023 ARPA Stormwater Improvement Project
The following Clarification of Services, Assumptions, and Exclusions further define SCOPE OF ARPA STORMWATER PROJECT

DESCRIPTION OF DESIGN SERVICES

The following provides a description of additional included services that are not described in the Scope of Services Document. Reference the attached scope of services matrix to identify which services are included or excluded in each project site. **Note: Services listed as optional in the scope of services matrix are included in the contract price, but may or may not be necessary depending on the scope of improvements. If these items are not needed or completed, the total contract amount will not be billed.**

a. Storm and Site Design Services

i. Hydrologic Evaluation

1. Olsson will evaluate the hydrologic condition for peak runoff to the project site in accordance with the Joplin Stormwater Management Criteria. Suitable hydrologic modeling methods will be selected for each project site based on the total site drainage area as well as the type of improvements that are being designed. Hydrology for storm sewer design will be performed using the rational method, where the inlet drainage area sizes are appropriate for that method. Larger drainage areas from offsite flows, for culvert projects, and for channel projects may require utilizing the curve number method for hydrology. Sites located within FEMA floodplains will utilize flows from the FIS study, unless otherwise specified. Peak flow rates will typically be determined for the 10-year, 25-year, and 100-year storm events, but additional rainfall events may be evaluated at Olsson's discretion if a modified design criteria is warranted.

ii. Storm Sewer Design

1. Olsson will evaluate the proposed storm sewer collection system utilizing modeling software such as StormCAD to ensure storm sewer inlets are appropriately sized and spaced to meet the city's design criteria, and to ensure that storm sewer pipes are appropriately sized to meet the city's design criteria. Given the nature of these retrofit efforts, certain constraints may prevent the project from meeting the design criteria. Such constraints may include conflicts with existing utilities, limited right-of-way, limited cover, downstream choke points, or the lack of sufficient upstream inlets. In these cases, Olsson will update the city of the capacity being provided during preliminary design and discuss whether the proposed capacity is acceptable or whether other alternatives should be considered.

2. The existing storm sewer, if applicable, will not be modeled or evaluated in detail. If existing storm sewer will be routed through the proposed system, assumptions will be utilized for the amount of flow in the existing pipes versus the amount flowing above grade. These assumptions may be on a case-by-case basis but typically assume full pipe flow and the remainder being conveyed above grade.

iii. Culvert Hydraulics

1. Olsson will perform hydraulic evaluation of proposed culvert crossing to ensure the proposed culverts meet the city's design criteria. Culverts may be modeled in HY-8 or HEC-RAS depending on the situation and requirements of the specific site. Culverts located within FEMA floodplains will be designed to meet the community's floodplain management criteria. If the culvert is unable to meet the city's design criteria, Olsson will update the city of the capacity being provided during preliminary design and discuss whether the proposed capacity is acceptable or whether other alternatives should be considered.

iv. Channel design

1. Olsson will evaluate proposed channel capacity using manning's equation, StormCAD, or HEC-RAS depending on what the specific situation warrants based on Olsson's judgment. Large channel and culvert improvement projects may seek to meet the city's design criteria for channel capacity, however most cases will seek to improve capacity within the constraints of the site. Channel modifications within the floodplain must meet the city's floodplain management criteria. Work within waters of the united states will be documents and permitted accordingly as described in other sections of the scope of services.

v. Landscape Architecture

1. Olsson will prepare a single sheet planting plan (for the sites that are denoted for beautification) with accompanying plan sheet of planting notes and details, plus planting specification sections (or JSPs). The planting plan shall include quantity, location, size and species of proposed plant materials. The plan will also depict the existing trees that will be preserved and/or removed as well as details for tree protection measures.

vi. Native Planting Plan

1. Native Planting Plan & Specifications. Olsson will complete a native planting plan for the site.

2. Native Plant Species Specification. Native plant species will be selected that are adapted to the environmental conditions present at the site site (e.g., climate, precipitation, soils, growing season, pests), and that will be low maintenance once established. Species that are available for purchase from nearby native plant nurseries will be selected.

3. Species Selected for Water Quality. Native species that have the ability to improve stormwater quality by facilitating the breakdown of contaminants commonly found in stormwater runoff will be included.

4. Seed Mix Specification. A custom seed mix will be developed that contains species adapted to the environmental conditions specific to the site location. Species that are available for purchase from native seed providers will be selected.

5. Plan Sheets. Plan sheets will be produced that show the location where the plant species should be planted and where the seed mix should be sowed.

6. Planting Specifications. Planting specifications that will assist the construction contractor with sourcing, planting, and establishing the seeds and plant materials included in the Planting Plan will be developed.

vii. Water Quality BMP Design

1. If deemed to be an appropriate solution, Olsson will incorporate water quality BMP design in the Massachusetts and Murphy site as a means to address maintenance concerns. Water quality BMP design will be limited to development of plans and specifications for water quality BMP and design of outlet works and underdrain to handle site drainage. Detailed water quality calculations will not be performed.

2. Olsson will incorporate BMP plantings within the planting plan sheets listed under Landscape Architecture for the sites that are denoted to include water quality BMP design.

viii. Bank Stabilization

1. In cases noted where existing channel banks may be unstable, Olsson will evaluate alternatives to reduce future erosion and provide more stability to the channel. The range of solution will vary on a case-by-case basis but may include bank grading, plantings, armoring, reinforcement matting, etc.

2. Olsson will incorporate bank stabilization plantings within the planting plan sheets listed under Landscape Architecture for the sites that are denoted to include bank stabilization.

ix. Roadway Profile Adjustment

1. Where noted in the scope of services matrix, roadway profile adjustments may be evaluated along with culvert alternatives to weigh the benefit of taller culvert alternatives. Only one modified roadway profile will be evaluated for the final design. If this alternative is selected, a roadway plan and profile sheet will be included in the final plans for construction.

2. Increases in roadway profile will be evaluated will the culvert model to ensure no additional backwater is caused upstream of the site, without approval of city and impacted property owners.

x. Sidewalk Replacement/ ADA Ramp Modification

1. Where noted in the scope of services matrix, sidewalk and ramp replacement may be warranted. In most cases, existing sidewalk will be replaced to match existing grades and detailed spot grading will be excluded from this scope of services. The following amounts of sidewalk and ramps are assumed to be included in the design effort:

   a. 5th and Porter – Approximately 180 feet of sidewalk including 4 ADA ramps.

   b. East Town- Up to eight (8) sidewalk ramps are included in the site. Sidewalk that is impacted will be replaced to match existing grades and will not require detailed grading information in the plans.

xi. Sanitary Sewer Relocation

1. Olsson will prepare utility relocation for impacted gravity sanitary sewer lines where feasible. Relocation plans shall consist of a proposed plan alignment and profile as per City of Joplin Standard Specifications and Details. The length for relocation services is estimated to be limited to site boundaries for each improvement area. Relocations outside of the site limits due to pipe slope grades or system improvements shall be considered additional services.

2. Sanitary sewer relocations are shown as optional services and will only be utilized if warranted by the selected alternative.

3. The follow are assumptions for the estimated length of relocation that may be required with this scope of services:

a. 26th Street: Approximately 850 feet of sewer relocation within site limits, if required.

b. 5th and Porter: Approximately 600 feet of relocation within site limits, if required.

c. Texas Avenue: Approximately 1900 feet of sewer relocation may be required depending on the alignment that is selected for the proposed storm sewer system. It is assumed that drop structures will be feasible on the Texas Avenue trunk line and additional modifications to branch lines will not be required.

xii. Environmental and Permitting Services

1. Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation

a. Olsson will complete a wetland delineation and stream assessment at the proposed site. Olsson will follow the methods described in the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountain and Piedmont Region (Version 2.0) (April 2012).

b. Desktop Review. The first step of the wetland delineation and stream assessment consists of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5 minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.

c. Wetlands (WETS) Table Analysis for Agricultural Lands. Using the methodology described in the U.S. Department of Agriculture (USDA) Part 650-Engineering Field Handbook, Olsson will complete WETS Tables to determine if the area had a normal amount of precipitation for a given year. Once years with normal precipitation are determined, Olsson will review historic National Agricultural Imagery Program (NAIP) aerials to determine if signatures of wetlands are present in those years.

d. Site Visit. Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands, streams, and other waters of the U.S. identified during the desktop review. The site visit will be conducted by traversing the project study area to identify wetland characteristics including; hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland, streams, and/or other waters of the U.S. boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Midwest Region data forms will be filled out. Photographs documenting site conditions, including wetlands, streams, and other waters of the U.S., will be taken. Agricultural areas require additional sample points primarily to document soil conditions. Transects will be developed through areas of potential farmed wetlands.

e. DELIVERABLE

i. Report. Upon completion of the site visit a report documenting the findings of the wetland delineation and stream assessment will be prepared detailing the presence

or absence of wetlands, streams, and other waters of the U.S. within the project study area. The wetland delineation and stream assessment report will include a narrative of how the wetland delineation and stream assessment was conducted and a summary of the results of the wetland delineation and stream assessment. Figures documenting information gathered during the desktop review and figures showing wetland, streams, and other waters of the U.S. boundaries, sample point locations, and photo point locations will be included. The report will also include a description of Olsson's opinion of whether the wetlands, streams, and other waters of the U.S. are jurisdictional.

f. ASSUMPTIONS

i. Client will provide: General Project Location Map and Project Study Area Access and Landowner Permission

ii. Not included in the scope: Site Visits with the Corps

2. Nationwide Permit

a. Olsson will submit a Clean Water Act, Section 404, nationwide permit notification to the U.S. Army Corps of Engineers (USACE) for the project site. Nationwide permits are general department of army (DA) permits that meet a set of nationwide standards that have minimal individual and cumulative environmental impacts. Nationwide permits are required when jurisdictional aquatic impacts occur related to a project. Olsson will follow the Clean Water Act regulations (33 CFR Parts 320-332) and Section 404(b)(1) Guidelines (40 CFR Part 230). Nationwide permits include a description of the Project, aquatic impacts, threatened and endangered species (desktop evaluation), and cultural resources (desktop evaluation). Following completion of the permit, Olsson will submit the permit request to the USACE for permit issuance. Olsson will follow-up with additional USACE requests within the limitation of the assumptions outlined below.

b. Not included in the scope:

i. Site Visits with the Corps

ii. Agency or Client Meetings, Other Than Phone Call Discussions

iii. Changes in Project Design or Location Requiring Changes to the Report

iv. On-Site Habitat or Threatened and Endangered Species Evaluations

v. On-Site Cultural Resources Study or Evaluation

vi. Permittee Responsible Mitigation Plan and Monitoring

b. Structural Engineering Services

i. Olsson will assist our H&H designers for the layout and design of stormwater improvements on the project sites as listed below. Olsson will make use of standard structural designs (City/APWA/MoDOT, where appropriate) and prepare structural detail drawings. Precast concrete structures (designed by others) will be specified where they provide value to the Owner. Where custom stormwater structures are needed, Olsson will provide custom structural designs and details which may include; cast-in-place culvert construction, RCB bends/transition

structures, headwalls, wingwalls, and CRCE encasement details for structural conflicts.

1. 12th Street & Wall – Approx. 350 LF of RCB Structure Repair or Replacement with upstream wingwalls and downstream junction. Olsson will provide a preliminary engineering study for this project to assess the structural health of the existing box culvert. This study will review the TV camera inspection provided by others, and develop recommendations based on the visual appearance, concrete core sampling (conducted by Olsson), as-built plans (if available), and past inspection reports. Recommendations may include repair or replacement (up to 2 conceptual new alignments). It is assumed that up to four concrete core samples will be collected in the walls at the accessible location near the south end of the structure.

2. 5th Street & Porter Ave – Shallow RCB structural replacement under sidewalk and street (Approx 200 LF with special lid design) with upstream wingwall unit/90 degree bend, diagonal bend under intersection, and downstream junction

3. 26th Street Twin Culverts – New culvert under 26th Street. Assumed precast barrel specified and CIP end sections/wingwalls.

4. Texas Ave – Upstream custom wingwalls, transition structure, and a custom stormwater inlet detail. Assumed to be mostly standard round pipe.

5. 9th & St. Louis – Two new culverts under St. Louis and Connecticut Streets. Assumed to have precast barrels specified and CIP end sections/wingwalls. It is assumed the CIP end sections/wingwalls will be identical so that one set of details may be used.

6. East Town – One outlet structure/wingwall and four new culvert street crossings. It is assumed these street crossings will have precast barrels specified and CIP end sections/wingwalls. It is assumed the CIP end sections/wingwalls will have two sizes for the four structures such that two sets of details may be used.

7. Ten Pin Lane – Assumed to be standard round pipe (custom structural work excluded)

8. 17th and Annie Baxter Avenue – Assumed to be open channel improvements (custom structural work excluded).

9. Massachusetts & Murphy – Custom structural work excluded.

c. Geotechnical Engineering Services

i. Drilling Services (17th and Annie Baxter, East Town, 9th and St. Louis, Massachusetts and Murphy, Ten Pin Lane, 26th Street Culvert, & 5th and Porter)

1. Coordination and General Notes

a. Olsson to contact Missouri One Call to locate underground utilities. To ensure the safety of the crew on site, Owner must inform Olsson of the location of all private utilities and private utility service connections. The cost of locating private utility lines and private service connections is the Owner's responsibility. Olsson is not responsible or liable for damage to any private utilities or private service connections.

b. All boring locations must be readily accessible. We understand the borings will be completed after the demolition of the existing structure. Any fees resulting from the use of clearing operations to achieve access to boring locations is Owner's responsibility and

not included in this scope of work. Olsson cannot perform field work until access to boring locations is satisfactory to Olsson.

c. Drilling equipment may cause disturbance to natural surroundings including but not limited to soil indentations, concrete cracking, and damage to underground sprinkler systems. Olsson will not be liable or responsible for any site disturbance that may occur as a result of bringing equipment on site. The Owner accepts full responsibility for site disturbance.

2. Field Exploration

   a. We propose to use a truck-mounted drill rig to complete the following borings for the geotechnical exploration for the following structures:

   b. Up to Two (2) borings to depths of up to 20 feet each; The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 40 linear feet.

   c. Thin-walled samples shall be collected from the soil test borings.

   d. We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.

   e. After obtaining groundwater level readings, we will backfill the borings with soil cuttings.

3. Laboratory Services

   a. At our laboratory, unconfined compressive strength, moisture content, and in-place unit weight tests will be performed on representative portions of selected Shelby tube samples. Moisture content tests will be performed on all samples. Atterberg limits tests will also be performed upon representative samples of typical subsurface conditions encountered across this site. Potentially, a triaxial sheer test may be performed.

4. Retaining Wall Design

   a. In addition to drilling and lab testing, we propose to design a single gravity or reinforced modular block retaining wall at the site. From the information above and the information that has been provided, Olsson will perform the following services:

   b. Design of the retaining wall/s in accordance with NCMA design guidelines.

   c. Global Stability Analysis on the critical wall section

   d. Preparation of design calculations

   e. Preparation of construction documents, plans and design notes

5. Slope Stability Analysis (9th and St. Louis)

   a. In addition to drilling, lab and retaining wall design, we understand construction near the railroad alignment may be necessary at the 9th and St. Louis site Based on the results of the borings and the laboratory testing, we will evaluate the global stability of the existing and proposed slopes using the Slope/W computer program.

b. The results of our analyses will be presented in a geotechnical engineering letter report. The letter will include a boring location plan, computer-generated boring logs, results of the laboratory testing program and a description of the subsurface conditions encountered onsite. In addition, the letter will present our geotechnical opinions regarding the stability analysis.

d. ROW and Easement Descriptions:

i. One Easement document consists of a description and a sketch. The preparation of easement documents will be prepared, as necessary. Olsson's estimated fee for preparation of these documents will be $500.00 per easement document and will be billed based on standard hourly rates. Olsson has assumed 51 easement documents, as broken out per project site, in the information listed below:

1. 17th and Annie Baxter, 6
2. East Town, 6
3. 9th and St Louis, 2
4. 12th and Wall, 7
5. Mass and Murphy, 0
6. Ten Pin Lane, 7
7. Texas Avenue, 12
8. 26th Street, 4
9. 5th and Porter, 7

Exhibit B: Scope of Services Matrix

Project Number: 023-00749

Project Name: Joplin Stormwater Projects 2023

Date: 6/6/2023

	Project Site								
Scope Items	17th and Annie Baxter	East Town	9th and St louis	12th and Wall	Massachusetts and Murphy	Ten Pin Lane	Texas Avenue	26th Street Culvert	5th and Porter
Basic Services***									
Hydrologic Evaluation					NO				
Storm Sewer Design			NO		NO			NO	
Culvert Hydraulics	NO				NO	NO	NO		
Channel Design				NO			NO		
Beautification Opportunity (Landscape Architecture)				NO			NO	NO	
Native Plantings	NO	NO		NO		NO	NO	NO	NO
Water Quality BMP	NO	NO	NO	NO		NO	NO	NO	NO
Bank Stabilization	NO	NO		NO		NO	NO	NO	NO
Roadway Profile Adjustment	NO	NO	NO	NO	NO	NO	NO	OPTIONAL	NO
Sidewalk Replacement/ ADA Ramps	NO		NO	NO	NO	NO	NO	NO	
Sanitary Sewer Relocation	No, Avoid	No, Avoid	No, Avoid	No, Avoid	No, Avoid	No, Avoid	OPTIONAL	OPTIONAL	OPTIONAL
Jurisdictional Determination				NO		NO	NO		
404/401 Permitting	OPTIONAL			NO	NO	NO	NO	OPTIONAL	NO
Floodplain Development Permit	No		NO	NO		NO	NO	OPTIONAL	NO
Structural Box Culvert Design	No	OPTIONAL	NO		NO	NO	NO	NO	
Structural Inlet Detail	No	NO	NO		NO	NO	OPTIONAL	NO	
Structural Wingwall Detail	No	OPTIONAL	OPTIONAL	NO	NO	NO	OPTIONAL		
Geotechnical Wall Design	OPTIONAL	OPTIONAL	OPTIONAL	NO	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL
Geotechnical Slope Design	No	NO	OPTIONAL	NO	NO	NO	NO	NO	NO
Right-of-Way Negotiations	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL
Appraisals	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL
Construction Administration									
Resident Project Representative									
Inspection/Testing									

***Include Basic services referenced in agreement.

Not to Exceed Engineering Fees	17th and Annie Baxter	East Town	9th and St louis	12th and Wall	Massachusetts and Murphy	Ten Pin Lane	Texas Avenue	26th Street Culvert	5th and Porter
Base Services (not including Optionals)	$ 214,500	$ 360,200	$ 182,400	$ 167,900	$ 219,800	$ 202,900	$ 336,800	$ 157,200	$ 233,800
Optional Services)	$ 37,300	$ 54,500	$ 37,400	$ 28,500	$ 7,600	$ 40,300	$ 88,900	$ 59,500	$ 107,400
Total	$ 251,800	$ 414,700	$ 219,800	$ 196,400	$ 227,400	$ 243,200	$ 425,700	$ 216,700	$ 341,200

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General Infrastructure

LABOR RATE BILLING SCHEDULE 2023

LABOR RATES

Description	Range
Principal/Senior Professional	175 - 280
Project Manager.....	140 - 265
Project Professional.....	130 - 180
Associate Professional	115 - 135
Assistant Professional.....	85 - 130
Designer	110 - 160
CAD Operator	45 - 125
*Surveyor	65 - 150
*Survey Crew.....	130 - 175
*Construction Services.....	50 - 240
Administrative/Clerical.....	45 - 110

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule. Special rates include but are not limited to Power Delivery, Survey, Field Operations, Special Inspection, Construction Observation, Geotechnical, Non-Destructive Testing, Drilling, Executive Staff.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

*Not inclusive of all services. Refer to Note 1.