CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2020-172 - Amendment 1 to Work Authorization for the Glendale Parallel Interceptor Improvements Project

MEETING DATE
November 16, 2020

ORIGINATING DEPT
Public Works/Engineering

ATTACHMENTS
Exhibit Maps (2); CB 2020-172 Ordinance; Amendment 1 to Work Authorization OLS-OC20-04-P1

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an amendment to a work authorization with Olsson, Inc. for the Glendale Parallel Interceptor Improvements Project in the not to exceed amount of Fifty-Six Thousand and 00/100 Dollars ($56,000.00)

BACKGROUND
On June 15, 2020, Council approved a work authorization with Olsson to design the replacement improvements for the lower end of the parallel piping system, stretching between the City's equalization basins south of Freeman hospital and Indiana Ave. The entire parallel system was identified in the 2020 Facilities Plan to be replaced between 2020 and 2025. During the pandemic shutdown earlier this year, City staff prioritized the lower portion of the system in anticipation of federal stimulus dollars becoming available. At that time, the remainder of the parallel piping system was expected to be scheduled some time prior to the year 2025. Concurrently, the City is in the process of designing the widening of Connecticut Ave., between 32nd Street and the bridge over I-44. Now, the uppermost reaches of the Glendale Parallel sewer system cross Connecticut Ave. at 34th Street, and will be affected by the street widening project. For this reason, City staff have identified the need to proceed now with the design of the replacement sewer work, to be incorporated into the street widening construction contract, or bid out separately prior to that work.

Because Olsson was already under contract to design the lower end of the Glendale Parallel trunk lines, they were selected to design the portion in the vicinity of Connecticut Ave; see the Exhibit map for reference. This work authorization amendment directs Olsson to prepare construction drawings and specifications for what will be called the Phase 2 portion of the parallel system. This phase will consolidate the parallel pipes under Connecticut and 34th Street into a single sewer main, thereby reducing future maintenance costs and inflow and infiltration sources. The consultant's fees are within industry standards for design and bidding services. Public Works

intends to provide construction inspection and management.

FUNDING SOURCE
FY 2020-21 budget of the Wastewater fund

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading and moving it to Second and Third Reading.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 702 S. Main Street Joplin, MO 64801	
Attention: Chris Parker		Attention: Clayton Cristy, PE	
Department: Public Works		Phone: 417.781.0643	Fax:
Phone: 417.624.0280	Fax:		

AMENDMENT __1__ TO WORK AUTHORIZATION NUMBER OLS-OC20-04-P1

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

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

4. **Costs not to Exceed**. 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 keep track of the amount of hours billable under this contract at all times; and any work in excess of 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 additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number OLS-OC20-04-P1 exceed the sum of Fifty Six Thousand Dollars ($ 56,000.00).

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 maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2020, 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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 attorneys 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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 of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. 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

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

Engineer: Olsson, Inc.

By: _____

Printed Name: Clayton Cristy, PE

Title: Team Leader

Date: 11/4/2020

By: _____

Printed Name: Shaun McConnaughey, PE

Title: Project Engineer

Date: 11/4/2020

SCOPE AND FEE
FOR PROFESSIONAL SERVICES

November 4, 2020

Chris Parker, P.E.
City of Joplin - Public Works
602 S. Main Street
Joplin, MO 64801

Re: **SCOPE AND FEE FOR PROFESSIONAL SERVICES**
Glendale Interceptor Improvements Phase 2; Joplin, Missouri

Dear Mr. Parker:

It is our understanding that City of Joplin ("Client") requests Olsson to perform the services described herein pursuant to the terms of a formal Agreement to be developed based on this Scope and Fee for Professional Services.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Approximately 2.3 miles of the Glendale Interceptor located between the Twin Equalization Basins and extending near the intersection of 34th St. and Finley Ave, will be replaced according to data from a recent Facility Plan completed by Allgeier, Martin and Associates. The improvements will be divided into two phases roughly splitting the project in half near the Freeman East Campus and Indiana. This scope of services only covers added Phase 2 from the midblock between Hawthorn and Norman Dr. to the upstream end of the interceptor east of the intersection of E34th St. and S. Finley Ave.

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

PHASE 100 - PROJECT MANAGEMENT AND COORDINATION

- Overall project management and meetings with internal team.
- Design coordination with Connecticut Widening Project.
- Attendance at 2 meetings with the client throughout the project.

For Phase 100, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$3,700.00**.

PHASE 200 - SURVEY

TASK 201: TOPOGRAPHIC SURVEY DATA - $6,100

- Olsson will collect Topographic Survey data for the Glendale Interceptor Sewer Route, Phase 2. The Topographic Survey data will be the width of the existing easement. The Topographic Survey data shall depict all physical improvements

including buildings, driveways, fencing, vegetation, existing storm sewer systems, and visible utilities, as well as underground utilities as located by Missouri One-Call system. Survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

- Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locater. By signing this contract, the client understands and acknowledges that 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.

TASK 202: RIGHT OF WAY SURVEY DATA - $4,500

- Olsson will collect right of way/ location data for Phase 2 of the Glendale Interceptor route, as well as determine enough boundary for each parcel along the route, to prepare descriptions. The Owner shall provide to Olsson any easement data available for Phase 2. The survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

For Phase 200, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$10,600.00**.

PHASE 210 – EASEMENT DESCRIPTION AND NEGOTIATIONS

TASK 211: EASEMENT DESCRIPTION AND NEGOTIATIONS - $10,000

- As necessary, Olsson will prepare easement exhibits and descriptions for temporary construction easements. Olsson shall provide a suitable staff to prepare and acquire easements. Work shall include coordination with appraisal firm(s), drafting and sending letters, and an initial and follow-up meeting with property owners. Olsson anticipates no more than 5 easements for the entire length of the project.

- Olsson cannot guarantee an agreement and/or easement signature acquired from every property owner along the selected route. If additional correspondence/meetings with property owners is necessary beyond what is detailed above, Olsson shall provide these services on an hourly basis, or enter a contract amendment to provide said services. Olsson shall contact the Client and acquire approval prior to performing any additional work.

For Phase 210, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$10,000.00**.

PHASE 300 - GRAVITY SANITARY SEWER CONSTRUCTION PLANS

- Develop sanitary sewer construction plans to replace portions of the Glendale Interceptor as described in the Facility Plan for Phase 2 only. Plans will assume branch line connections can connect at the same elevation as the existing system.

- Utilize the City's Standard Construction Agreement and Standard Construction Specifications developed for Phase 1.

- Submit 60% plans to the Owner for review. Any revisions after each milestone, Olsson shall provide these services on an hourly basis, or enter a contract amendment to provide said services.

For Phase 300, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$26,700.00**.

PHASE 400 – BIDDING PHASE SERVICES

Olsson shall assist the Owner during bidding by providing the following services.

- Attend Pre-Bid Meeting for Phase 2 of work.

- Answer any Bidder questions and provide addenda as required during advertisement period.

- Attend Bid Opening and provide the Owner with a Bid Tabulation of received bids.

For Phase 500, Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses on a time and expense basis not to exceed **$5,000**.

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.

PHASE	NAME	FEE
100	PROJECT MANAGEMENT	$ 3,700
200	SURVEY	$ 10,600
210	ESMT. DESCRIPTION & NEGOTIATION	$ 10,000
300	GRAVITY SEWER CONSTRUCTION PLANS	$ 26,700
400	BIDDING PHASE SERVICES	$ 5,000
	TOTAL	**$ 56,000**

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Phase 2 Start Date:	Within 60 Days of NTP
Anticipated Phase 2 Plans Completion Date:	Within 120 Day of Start Date

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

ASSUMPTIONS

- Budgeted fees can be moved between tasks if funds are available after the completion of certain tasks.
- The following are not included in the above-mentioned Fees:
    - Fees for Title Search, Appraisals and Permitting.
    - Utility relocation plans (if necessary).
    - Preparation of SWPPP document.
    - Services not specifically listed are assumed to be excluded.



Date: 10/5/2020

1 " = 188 '

0 0.0175 0.035 0.07 mi

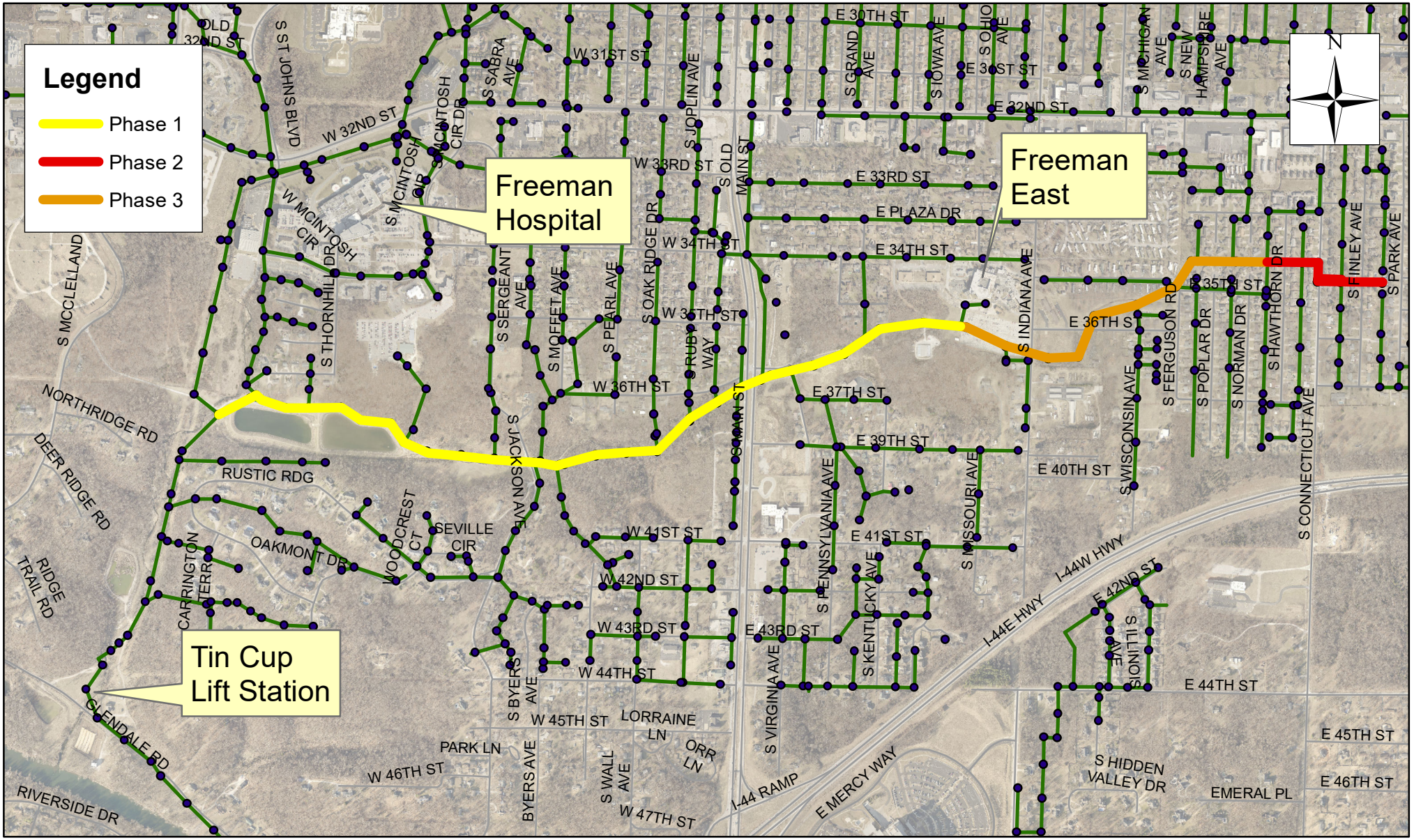
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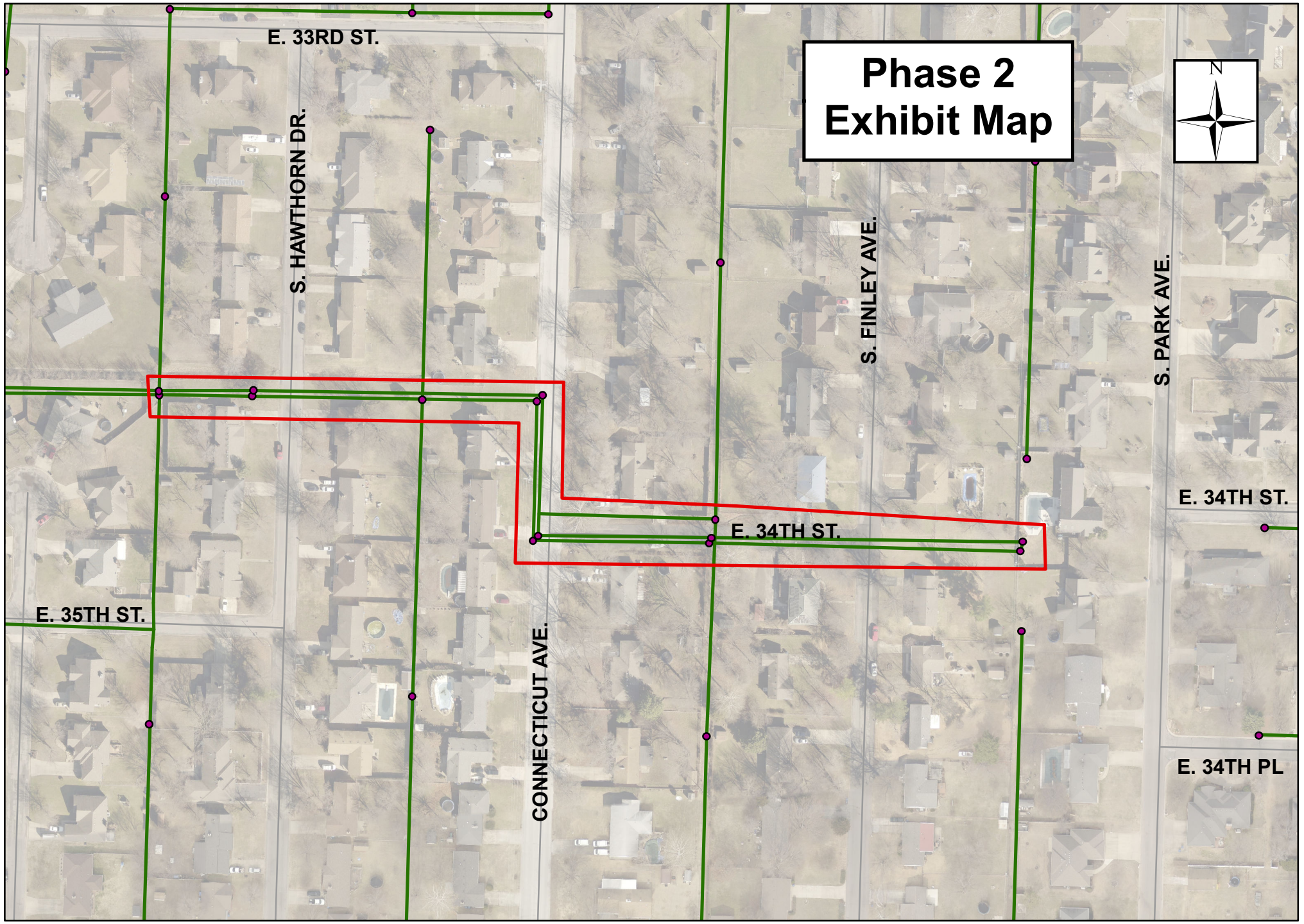
DUQ_Roads
Joplin City Limits
Addresses
Jasper Parcels
Newton Parcels
Joplin Streets
Manholes
JoplinSewer
GRAVITY
PRESSURE

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

Glendale Parallel Interceptor Replacement (All Phases)




Phase 2
Exhibit Map
N
E. 33RD ST.
S. HAWTHORN DR.
S. FINLEY AVE.
S. PARK AVE.
E. 34TH ST.
E. 34TH ST.
E. 35TH ST.
CONNECTICUT AVE.
E. 34TH PL

COUNCIL BILL NO. 2020-172 **ORDINANCE NO**

AN ORDINANCE approving an amendment to a work authorization with Olsson, Inc. in the not to exceed amount of Fifty-Six Thousand and 00/100 Dollars ($56,000.00) for the Glendale Parallel Interceptor Improvements Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said amendment to work authorization by and between the City of Joplin and Olsson, Inc. in the not to exceed amount of Fifty-Six Thousand and 00/100 Dollars ($56,000.00), a true and accurate copy of said amendment to work authorization 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 work authorization, or work authorization 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 work authorization amendment, 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 Wastewater Maintenance Fund.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2020-172

I hereby certify that a sufficient amount is available in the Wastewater Maintenance Fund to pay the amounts called for in the referenced Work Authorization amendment.

_____

Leslie Haase, Director of Finance