

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Olsson	
		Address: 702. S. Main Joplin, MO 64801	
Attention: David Hertzberg		Attention: Clayton Cristy Jack Schaller	
Department: Public Works Department		Phone: 417-781-0643	Fax: 417-781-4714
Phone: 417-624-0820	Fax:	East Zora Street Widening, Phase 1	

**WORK AUTHORIZATION NUMBER** OLS-OC20-04  
**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 compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number OLS-OC20-04 exceed the sum of two hundred twenty seven thousand four hundred fifty Dollars (\$ 227,450.00 ).

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 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

Engineer: Olsson

By: 

Printed Name: Clayton Cristy

Title: Vice President

Date: 6/3/2020

By: 

Printed Name: Jack Schaller

Title: Vice President

Date: 6/3/2020

**CITY OF JOPLIN, MISSOURI**

By: \_\_\_\_\_  
David Hertzberg, P.E.  
Public Works Director

Date: \_\_\_\_\_

## **EXHIBIT A to WORK AUTHORIZATION SCOPE OF SERVICES**

This exhibit is hereby attached to and made a part of the Work Authorization for Professional Services dated June 3, 2020 between the City of Joplin, Missouri (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

### **PROJECT DESCRIPTION AND LOCATION**

Project will be located at:      Intersection of E. Zora St. & N. Duquesne Rd.

Project Description:            E. Zora St. Widening – Phase 1  
Phase 1 project will consist of implementation of a single-lane roundabout at the intersection of E. Zora St. and N. Duquesne Rd. Anticipated project limits are 600’ in each direction as measured from the center of the intersection.

### **SCOPE OF SERVICES**

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

#### **DESIGN SERVICES**

##### **Phase 100 – Survey Verification**

The project effort assumes Olsson will utilize the existing survey from Bartlett & West, Zora Street plans as the base data for performing design. Olsson will perform limited verification and updates as described below.

##### **Task 101 – Boundary Verification**

Olsson will utilize existing control from the Bartlett & West, Zora Street plans, to verify the section corners, property corners, and property lines.

**Fee = \$5,600**

##### **Task 102 – Topographic Verification**

Olsson will utilize existing control from the Bartlett & West, Zora Street plans, to spot check existing topographic data for consistency. Olsson will perform supplemental topographic survey as necessary to update Client-Furnished survey as is adequate for design. It is anticipated that supplemental topographic survey is limited to 2 full-days of field crew time with associated time for processing of CAD data. If it is discovered that more extensive topographic survey is required to update the existing data, additional services will be required.

**Fee = \$3,000**

##### **Phase 200 – Environmental Services**

##### **Task 201 – Desktop Environmental Review**

Olsson will perform a desktop environmental review of potential impacts related to roadway improvements along E. Zora Street, from Rangeline to I-249 (Project). The desktop environmental review will meet the requirements of the National Environmental Policy Act (NEPA) for categorically excluded roadway

projects and be consistent with the Missouri Department of Transportation (MoDOT) environmental reviews for transportation projects receiving federal funding. The desktop environmental review will identify additional potential environmental studies (if necessary) needed to fully address the NEPA requirements. All field assessments are excluded from this task.

If a federal funding source is identified, and if field assessments are required, additional services will be negotiated to incorporate further documentation and reporting.

Task 201 excludes the following items:

1. Wetland Delineation or Wetland Permitting
2. Threatened or Endangered Species Habitat Assessment
3. Cultural Resources Assessment
4. Noise Study or Noise Modeling
5. Hazardous Waste Field Assessment
6. All Field Assessments
7. NEPA environmental assessment or EIS level review
8. Agency or Client Meetings, Other Than Phone Call Discussions
9. Changes in Project Design or Location Requiring Changes to the Report

**Lump Sum Fee = \$4,000**

### **Phase 300 – Intersection Traffic Analysis**

#### **Task 301 – Intersection Evaluation and Memorandum**

Intersection geometrics will be reviewed for the study intersection of Zora Street and Duquesne Road using recommendations provided in the E Zora Street traffic memorandum from Bartlett & West dated February 2, 2016. Roundabout intersection capacity analysis will be completed using SIDRA based on the Highway Capacity Manual, latest edition, for existing conditions and Future conditions for a typical weekday AM and PM peak hour period.

A brief memorandum will be prepared to summarize analysis and provide recommendation of intersection geometric improvements. Recommendations will be based on City and MoDOT standards and engineering judgement.

**Fee = \$3,500**

### **Phase 400 – Public Roadway Design**

#### **Task 401 – Roundabout Geometric Analysis and Design Memorandum**

Olsson shall prepare a design analysis and geometric layout for a single-lane roundabout at the intersection of E. Zora St. and N. Duquesne Rd. The design shall be prepared to accommodate a WB-67 turning movement.

The roundabout design will include iterations for sizing and layout of the roundabout, speed checks for all legs, running truck turning templates, speed differential checks, roundabout sight distance, and roundabout grading. A roundabout design review packet and memorandum will be prepared summarizing the results and recommendations for the items previously listed.

Plans developed for the roundabout will include geometric layout sheet including spot grades, typical sections for the roundabout, and special curb details.

**Fee = \$39,000**

#### **Task 402 – Roadway Design**

Utilizing the survey information provided by the City, and with subsequent updates by Olsson, Olsson will prepare design plans for the intersection project based on City of Joplin standards. Plans will be prepared and submitted for the 30%, 60%, 90%, and Final PS&E stage with plan development progressing at each submittal. The final plans will include the following sheets:

- Cover Sheet
- Survey control and alignment sheet
- Demolition Plan
- Develop typical sections
- Plan & Profile Sheets
- Detail Grading Plans (as necessary)
- Storm System Profiles (if necessary)
- Special Details
- Grading and Erosion Control Plan
- Cross Sections (as necessary).

Drainage design will be performed to include Drainage Area Map, Pavement Spread Calculations, Inlet & Structure capacity design, and hydraulic grade calculations.

Olsson will estimate the construction quantities and provide an Engineer's Opinion of Probable Cost for each respective plan phase submittal.

**Fee = \$29,000**

#### **Task 403 – Pavement Marking and Signing Plans**

Olsson will design pavement marking and signing complying with the MUTCD and the City of Joplin Standards.

**Fee = \$6,500**

#### **Task 404 – Traffic Control & Construction Sequencing**

Olsson will design traffic control for the roadway design and roundabout construction. Construction sequencing sheets and narrative will be developed based on the assumption that limited traffic will be maintained, in limited directions, through the intersection during construction. Olsson will work to maximize amount of traffic allowed through construction, but it is unlikely that all turning movements will be accommodated. If traffic is determined unable to be maintained through the intersection during construction, Olsson will prepare detour plans as required.

**Fee = \$12,500**

#### **Task 405 – Public Street Lighting Plans**

Olsson will perform design for the dedicated street lighting system at the new roundabout. Lighting plans will be completed per City of Joplin design standards. Olsson staff will review ANSI/ES RP 8-14 design guidelines and City facilities to determine roadway classifications and area conflict type. Design characteristics will be submitted and confirmed with City staff prior to design plan submittal. Photometric design for the project area will be reviewed using AGI32 software to evaluate luminance and illuminance criteria.

**Fee = \$7,500**

**Task 406 – Land Disturbance Permit & Stormwater Pollution Prevention Plan (SWPPP)**

Olsson will complete the Missouri Division of Natural Resources Land Disturbance Permit, as necessary. Olsson will prepare a SWPPP that incorporates standard practices and the developed erosion control plan to be maintained by the Contractor during construction.

**Fee = \$3,500**

**Task 407 – Meetings and Project Management**

Olsson will attend review and progress meetings with the City at various stages of design. It is anticipated that 5 meetings will be required throughout the various design stage submittals.

Olsson will perform project management to include coordination with City staff; monitoring scope, schedule, and budget; and performing QA/QC reviews at each design submittal stage.

**Fee = \$9,500**

**Phase 500 – Utility Coordination**

**Task 501 – Phase 1 Utility Coordination (Roundabout Construction)**

Olsson shall prepare a utility coordination plan through the roundabout construction limits. This effort will include coordinating and gathering the proposed relocation plans for all utility companies involved with the project and graphically inputting the information into one plan to assist in determining potential conflicts. Electronic base files will be made available to utility companies to assist with their respective designs.

**Fee = \$9,000**

**Task 502 – Phase 2 & 3 Utility Coordination (Review of Liberty Pole Alignment)**

Olsson shall work with Liberty Utilities and their design consultant to perform an evaluation of the proposed power relocation route along East Zora Street, from Rangeline to I-249. Olsson will utilize the existing Bartlett & West East Zora Street Plans to determine potential conflicts and advise of appropriate power pole locations to avoid future road improvements.

**Fee = \$6,000**

**BIDDING & CONSTRUCTION ADMINISTRATION SERVICES**

**Phase 600 – Bid Phase Services**

**Task 601 - Prepare Notice to Bidders and Issue Documents**

Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom Olsson and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices.



Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

#### **Task 602 - Review and Evaluate Bids**

Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

#### **Task 603 - Conform Documents**

Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

**Total Fee (Tasks 601, 602, & 603) = \$6,500**

### **Phase 700 – Construction Administration Services**

#### **Task 701 - Construction Administration**

Olsson shall perform the following construction administration services:

1. Conduct a pre-construction meeting. Olsson will prepare and distribute minutes of the meeting.
2. Receive, log and review contractor submittals (i.e. shop drawings, cut sheets).
3. Review contractor pay applications.
4. Prepare necessary Change Orders and Revision Sheets for unforeseen conditions. Owner-Requested changes after bidding will be considered additional services.
5. Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.
6. Conduct Periodic site visits during construction (Assumed 4).

#### **Task 702 – Project Close Out**

Olsson will conduct a final walkthrough of the project. A "punch list" of deficiencies will be prepared and distributed.

**Total Fee (Tasks 701 & 702) = \$13,500**

## **RIGHT OF WAY AND EASEMENT SERVICES (PHASE 1 PROJECT ONLY)**

Olsson will perform Right-of-Way and Easement Services for the Phase 1 Project Only. For Phase 1, it is assumed that 12 parcels will be affected to complete the roundabout construction.

### **Phase 800 – Right of Way and Easement Documents**

#### **Task 801 – Right-of-Way (R/W) and Easement Documents**

Olsson will prepare right of way taking documents, slope/grading easements, and temporary construction easements for the Zora Street project, beginning at the roundabout at Zora and Duquesne and extending approximately 600 feet east and west of the roundabout. This includes 12 properties. Deliverables for this project will be signed and sealed exhibits and legal descriptions.

**Fee = \$18,000**

#### **Task 802 – Right-of-Way (R/W) and Easement Staking**

Following preparation of Right-of-Way documents for each Parcel, Olsson will stake the proposed Right-of-Way and Easements in the field to assist the City during Right-of-Way and Easement Acquisition.

- Right-of-Way (R/W) and Easement Staking estimated at twelve (12) Right-of-Way Parcels, twelve (12) slope/utility easements, and twelve (12) Temporary Construction Easements.
- Scope assumes 5 half-day trips to the site by a 1-man survey crew to perform the staking. Trips beyond the 5 allotted will be considered additional services.

**Fee = \$3,000**

#### **Task 803 – Monument New Right-of-Way (R/W)**

Following successful acquisition of all new Right-of-Way, Olsson will monument the new Right-of-way by placing survey pins at property corners along the newly acquired Right-of-Way.

- Monumentation of New Right-of-Way (R/W) estimated at twelve (12) Right-of-Way Parcels.
- Scope assumes 2 full-day trips to the site by a 1-man survey crew.

**Fee = \$2,250**

### **Phase 900 – Right-of-Way (R/W) and Easement Acquisition**

#### **Task 901 – Appraisals**

Olsson will provide Appraisal Services as part of the Right-of-Way and Easement Acquisition Services described above, on an Estimated Parcel basis. Appraisals will be provided by the Subconsultant Southwest Valuation.

- Appraisals are estimated at twelve (12) Parcels for Phase 1.

**Fee = \$24,000 (\$2,000 per parcel)**

#### **Task 902 – Right-of-Way (R/W) and Easement Negotiation Services**

The fee amount for negotiation activity will include preparation of deeds and easement documents and three contacts with the owners to ensure that the owner has the opportunity to consider offer, free of coercion, and securing a conveyance. We will coordinate with the City staff for the arrangement of

payments to the property owners. A record of negotiations will be available to the City at all times upon request. If negotiations are not successful after three attempts the City will be notified that the negotiating activity has ceased, and we will request direction on how to proceed from the City of Joplin.

Condemnation services are excluded. For condemnation purposes Olsson charges a rate of \$120.00 per hour for court appearances, attorney conferences, and preparation of court exhibits. These shall be considered Additional Services.

Assumptions for Task 902 are as follows:

The City of Joplin will provide Olsson with a notice to proceed [1] all applicable title commitments; [2] The City of Joplin will provide vacancy notices to each owner when applicable. [3] All conveyances and documents to secure all rights, title, and interests for each parcel will be turned over to the City of Joplin personnel for closing each transaction.

**Fee = \$21,600 (\$1,800 per parcel)**

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.

## SCHEDULE FOR OLSSON'S SERVICES

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

Roundabout Design Services will be completed in an 8 month period following notice to proceed.

Right-of-Way and Easement Negotiation Services will be completed in a 9 month period following approval of R/W Plans and Easement Descriptions.

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services 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.

## SUMMARY OF FEES

Phase 100 – Survey Verification .....	\$8,600
Phase 200 – Environmental Services.....	\$4,000
Phase 300 – Intersection Traffic Analysis.....	\$3,500
Phase 400 – Public Roadway Design & PM.....	\$107,500
Phase 500 – Utility Coordination .....	\$15,000
Phase 600 – Bidding.....	\$6,500
Phase 700 – Construction Administration.....	\$13,500
Phase 800 – R/W & Easement Documents.....	\$23,250
Phase 900 – R/W & Easement Acquisition.....	\$45,600
<b>GRAND TOTAL FEE .....</b>	<b>\$227,450</b>

*Assumption included that fees can be shifted between phases and tasks as work progresses, to cover actual work completed.*