ITEM
Council Bill 2020-150 – approving a Work Authorization OLS-OC20-05 with Olsson for professional engineering consulting services for the design of storm water improvements at 7th and Canterbury Lane.

MEETING DATE
August 17, 2020

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Council Bill 2020-150, Work Authorization

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve a work authorization with Olsson in the not to exceed amount of One Hundred Sixty-Seven Thousand Seven Hundred Fifty and 00/100 Dollars ($167,750.00) for professional engineering consulting services for the design of storm water improvements at 7th and Canterbury Lane.

BACKGROUND
The Parks and Stormwater Sales Tax was approved by voters in 2011. A project to reduce the frequency of flooding of properties east of Canterbury lane between 3rd and 7th street was included on the approved list of projects. The existing unimproved ditch along the rear lot line east of Canterbury lane from 3rd to 7th provides a bank-full capacity roughly equal to a 2-year event and as a result does not presently have sufficient conveyance capacity to protect nearby structures during larger rain events.

City staff have selected Olsson, from the City’s list of on call consultants for Stormwater, for professional engineering consulting services for the design of stormwater improvements at 7th and Canterbury lane. The scope includes evaluation of channel improvements alternatives to increase channel capacity and reduce erosion. The scope of services for this project includes hydrologic and hydraulic evaluation of the open channel between 3rd street and 7th street adjacent to Canterbury lane. Evaluation of the smaller drainage channel to the east of this main drainage channel is also within the scope of this work authorization. Services rendered also include survey, easement exhibit and description preparation, bid phase services and preparation of bid documents. Olsson will develop and design preliminary and final construction plans for the improvement. City staff has reviewed the fees submitted by Olsson for the engineering consulting services and found them to be within industry standards.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Parks and Storm Water Sales Tax.
RECOMMENDATION
Staff recommends approval of this Council Bill No. 2020-150, Work Authorization OLS-OC20-05 with Olsson in the not to exceed amount of One Hundred Sixty-Seven Thousand Seven Hundred Fifty and 00/100 Dollars ($167,750.00) for professional engineering consulting services for the design of storm water improvements at 7th and Canterbury Lane on first reading.
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-OC20-05 exceed the sum of One Hundred Sixty-Seven Thousand, Seven Hundred Fifty Dollars ($167,750.00).

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.  


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: 08/06/2020

By: 

Printed Name: Jack Schaller

Title: Vice President

Date: 08/06/2020

CITY OF JOPLIN, MISSOURI

By: 

David Hertzberg, P.E.
Public Works Director

Date: 

08/06/2020
SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated August 6, 2020 between the City of Joplin (“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: 7th Street and Canterbury Lane

Project Description: Stormwater Improvements at 7th Street and Canterbury Lane

SCOPE OF SERVICES

The Scope of Services for this project includes hydrologic and hydraulic evaluation of drainage of the open channel between 7th Street and 3rd Street adjacent to Canterbury Lane in Joplin, Missouri. The existing channel may not have sufficient conveyance capacity to protect nearby structures during a 100-year runoff event. This scope includes evaluation of channel improvement alternatives to increase channel capacity and reduce erosion. Once an alternative has been selected with the city, Olsson will develop construction plans for the improvement.

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

Phase 100 – Data Collection

Task 101 – Project Initiation Meeting
Conduct a project initiation meeting with stakeholders to review project scope, identify schedule and goals, and establish channels of communication. Identify areas of concern, past flooding events, stakeholders, utility impacts, right-of-way needs, potential solutions, etc.

Task 102 – Data Collection
Review available information as provided by the City, including existing studies (if applicable), record drawings, GIS shape files and other information available from the City pertinent to this project. Develop base map with available information and LiDAR contours.
City will provide GIS aerials as well as layers showing the approximate location of property lines, and storm and sanitary sewer infrastructure.

Task 103 – Survey Fee
- Topographic Survey Data
Olsson will collect topographic survey data for the existing drainage ditch, east of 4th Street and Canterbury Ln, north of 7th Street, as depicted on Figure 1. The topographic survey data shall depict contours at a 1’ vertical interval, 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 locator. 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. **Survey price is based on fall/winter conditions after leaves have fallen.**
• Boundary Survey
Olsson will collect boundary data, along the outlined area on the attached exhibit, sufficient for writing easement descriptions. 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.

**Task 104 – Easement Exhibit and Description Preparation**
As necessary, Olsson will prepare easement exhibits and descriptions for any easements needed.

Fee: $500/easement. Max of 20 Easements are estimated.

**Task 105 - Title Search**
As necessary, Olsson will order title searches for neighboring properties, for the determination of existing easements along the route.

Fee: $300 per title search. 6 Title Searches Estimated.

**Phase 200 – Hydrology and Hydraulics**

**Task 201 – Existing Conditions Modeling**
Olsson will develop an existing condition hydrology model to identify peak flow rates. A hydrograph method will be used since the drainage area is greater than 200 acres.

A HEC-RAS hydraulic model will be developed for the existing condition channel using survey data within the channel and surveyed backyards. Outside of the survey limits, LiDAR data may be used to complete the model geometry. This model will be used to identify the existing flood elevations and compare to the surveyed elevations of nearby structures. Culvert crossings at 7th Street, Northpark Lane, and 3rd Street will be included in the HEC-RAS model. A tributary channel, approximately 650 feet east of 4th Street on 7th Street, will also be evaluated in the HEC-RAS modeling from 7th street north to the confluence with main channel and will include the 7th Street culvert.

An existing storm sewer system discharges from 4th street just north of 7th street into a drainage ditch which eventually drains to the main channel between 7th Street and 3rd Street. Peak flow rates will be determined for this system, but a hydraulic model will not be developed for the storm sewer system.

**Task 202 – Conveyance Improvements**
Improvement alternatives will be evaluated to meet the city’s design criteria for open channel capacity and protect adjacent structures from flooding in the 100-year event. If the city’s design criteria is not feasible, a reduced design criteria may be allowed that attempts to maximize conveyance within the lateral and vertical constraints of the project while protecting nearby structures during the 100-year event. Culverts at 3rd Street and Northpark Lane will be evaluated to determine if the existing culverts are satisfactory and if the project goals can be met without replacement of these culverts. Culverts at 7th Street will be evaluated to determine if entrance modifications can increase the culvert capacities without replacement of the culvert. Culvert replacement at 7th street is not included in this scope.
Evaluate channel lining options that protect against erosion in the stream bed while providing the necessary conveyance. The city’s preference would be to match the existing concrete channel section downstream of 3rd Street, however excessive impacts to waters of the United States (WOTUS) may require an individual USACE 404 permit which will increase project cost, extend permitting schedule, and is not included in this scope. Olsson will identify WOTUS and attempt to limit impacts to meet the requirements of a nationwide permit.

Evaluate extending the 4th street storm sewer system underground to discharge at the main channel between 7th Street and 3rd Street. The system should allow the existing drainage ditch from 4th Street to be filled in.

**Phase 300 – Preliminary Plan Development**

**Task 301.** Olsson shall prepare Preliminary Plans.

The preliminary plans (approximately 60 percent complete) shall include the following sheets:
1. Cover Sheet
2. Channel Typical Sections
3. Channel Plan and Profile
4. Storm Sewer Plan and Profile for 4th Street Storm Sewer Extension
5. Culvert modifications (no details)
6. Right of Way and Easement Plan
7. Erosion and Sediment Control Plan
8. Traffic Control Plan

- Olsson shall identify any potential utility impacts. The Owner will send electronic copy of plans to impacted utilities and other City departments for their review.
- Olsson shall prepare an estimate of quantities and opinion of probable construction costs.
- Olsson will attend one meeting with the City to review preliminary plans and discuss comments. Following the meeting, Olsson shall accompany City staff to project site to review design in the field.
- All R/W and easements required for the project shall be identified and shown on the Right of Way and Easement Plan

**Deliverables**

At the conclusion of this phase the following items will be provided to the City:
1. Preliminary plans
2. Engineer’s estimate of probable construction costs

**Phase 400 – Permitting**

**Task 401. Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation**

Olsson will complete a wetland delineation and stream assessment of the project study area. Olsson will follow the methods described in the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual (January 1987) and the Regional Supplement to USACE Wetland Delineation Manual: Eastern Mountains and Piedmont (Version 2.0).

**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
WOTUS. 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.

**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) aerals to determine if signatures of
wetlands are present in those years.

**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. Eastern Mountains and
Piedmont 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.

**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 WOTUS. 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 WOTUS 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 WOTUS are jurisdictional.

**Task 402. Nationwide Permit**

Olsson will submit a Clean Water Act, Section 404, nationwide permit
notification to 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 USACE for permit issuance. Olsson will follow-up with additional USACE requests within the limitation of the assumptions outlined below.

**Permitting Assumptions.**
Client will provide the following:

1. Project Description
2. Location Information
3. General Project Location Map
4. Project Study Area Access and Landowner Permission

**Items not included in the scope.**
1. Site visits with USACE
2. Database review of State and Federally listed Threatened and Endangered Species
3. Migratory Bird Treaty Act Nesting Surveys
4. Bald and Golden Eagle Nest Surveys
5. Agency requested Threatened and Endangered Species Specific Survey
6. Agency requested Historic or Cultural Resource Surveys
7. Floodplain permitting
8. Wetland Mitigation Services
9. Individual Section 404 Permit Application
10. Agency or client meetings, other than phone call discussions
11. Changes in project design or location requiring changes to the report

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

Anticipated Start Date: Upon receipt of the notice to proceed.
Anticipated Completion Dates: Olsson will submit the NWP to the USACE within 45 days of notice to proceed and receipt of required client provided information. Following submittal, the USACE timeline can vary in issuing a permit.

**Phase 500 – Final Plan Development**
**Task 501.** At the conclusion of the preliminary design phase, and with clear direction from the City, Olsson shall prepare final plans.

The final plans shall include the following sheets at a minimum:

1. Cover
2. Channel Typical Sections
3. Channel Plan and Profile
4. Drainage Area and Calculations Summary
5. Storm Sewer Plan and Profile for 4th Street Storm Sewer Extension
6. Culvert modifications
7. Right of Way and Easement Plan
8. Erosion and Sediment Control Plan
9. Traffic Control Plan
10. Details
• Comments from the City and other agencies regarding the preliminary plans shall be incorporated into the final plans.
• The Project Manager for the City will send electronic copy of plans to impacted utilities and other City departments for their review.
• Olsson shall prepare an estimate of quantities and an opinion of probable construction costs.
• Olsson will meet with City staff to review the plans and obtain comments.
• Comments from the plans shall be addressed and all R/W and easements acquired before submitting one final set of construction plans.

**Task 502. Special Provisions**
Olsson shall prepare special provisions for any items not covered in the City’s standard specifications. *(City will prepare advertising and bidding documents.)*

**Task 503. Hydraulic Modeling**
Olsson shall update modeling, developed in the preliminary design phase, based on the more detailed final design. No final report will need to be submitted.

**Task 504. Right of Way (R/W) and Easements**
City staff will acquire easements and perform negotiations. Any special agreements with property owners will be provided to Olsson to include on the plans. All R/W and easements required for the project shall be identified and shown on the Right of Way Plan.

**Deliverables**
At the conclusion of this phase the following items will be provided to the City:
1. Final Plans
2. Engineer’s estimate of probable construction costs
3. Job Special Provisions (JSPs)
4. Final Hydrologic & Hydraulic models

**BIDDING SERVICES**

**Phase 600 – Bid Phase Services**

**Task 601 – Respond to Bidders, Prepare Addenda.**

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.

CONSTRUCTION SERVICES

Phase 700 – Construction Phase 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. Answer contractors’ questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.
5. Assumed 5 months of construction

Task 702 – Resident Project Representative

Olsson will be on site to observe construction activities for an assumed 4 hours per day (20hrs/week) for 5 months of construction. Olsson will prepare and distribute field reports on a weekly basis.

Task 703 – Project Close Out

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

Task 704 - Record Drawings

Olsson will prepare record drawings, based on contractors’ “red lines.” A PDF version of the record drawings will be submitted to the Client.

Phase VII: Understandings

1. Copy of final construction plans shall be sealed by a Professional Engineer licensed in the State of Missouri.
2. Olsson shall complete pre-project survey to establish existing ground elevation.
3. Legal descriptions and exhibits shall be sealed by a Professional Land Surveyor licensed in the State of Missouri.
4. Right of Way negotiations and coordination with property owners will be performed by the City.
5. City staff will take the lead in utility coordination and Olsson will play a support role in that effort.
   a. The Project Manager for the City will send electronic copy of plans to impacted utilities and other City departments for their review.
6. All permitting and access fees associated with the project will be the responsibility of the City. City-wide SWPPP will cover this project.
7. The project limits are outside of the FEMA floodplain.
8. Environmental testing (if necessary) is not included in the scope of work.
9. Geotechnical site evaluation and retaining wall design are not included in this scope of services.
10. Structural design is excluded from this scope of work.
11. Unless otherwise noted, Olsson can shift funds between phases and tasks as necessary in order to complete the services. Fees cannot be shifted from any phase until that phase has been submitted and accepted by the City.

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:

Anticipated Contract Date: September 2020
Anticipated Start (After Leaves Drop) November 15, 2020
Anticipated Completion Date: June 30, 2021

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.
## PROFESSIONAL ENGINEERING SERVICE ESTIMATE

### BREAKDOWN BY TASK

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**GRAND TOTAL**

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AN ORDINANCE approving a Work Authorization OLC-OC20-05 with Olsson in the not to exceed amount of One Hundred Sixty-Seven Thousand Seven Hundred Fifty and 00/100 Dollars ($167,750.00) for professional engineering consulting services for storm water improvements at 7th and Canterbury Lane; 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 Work Authorization OLC-OC20-05 with Olsson in the not to exceed amount of One Hundred Sixty-Seven Thousand Seven Hundred Fifty and 00/100 Dollars ($167,750.00) for professional engineering consulting services for storm water improvements at 7th and Canterbury Lane, a true and accurate copy of said work authorization being attached hereto and incorporated herein, 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 work authorization, 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 Parks and Stormwater Sales Tax fund.

Passed by the Council of the City of Joplin, Missouri, this ______________ day of ________________________, 2020 by a __________ vote.

______________________________
Ryan D. Stanley, Mayor

______________________________
Barbara J. Gollhofer, City Clerk
Council Bill 2020-150

I hereby certify that a sufficient amount is available in the Parks and Storm Water Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

____________________________________
Leslie Haase, Director of Finance