

| CITY | | ENGINEER | |
|---|------|---|-------------------|
| CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801 | | Name: Olsson | |
| | | Address: 702 S. Main Joplin, MO 64801 | |
| Attention: David Hertzberg, PE Public Works Director Steven Martinez | | Attention: Jack Schaller, PE Vice President Clayton Cristy, PE, CFM Vice President | |
| Department: Engineering | | Phone: 417-781-0643 | Fax: 417-781-4714 |
| Phone: 417-624-0820 | Fax: | 32nd Street and Arizona Avenue LOMR | |

WORK AUTHORIZATION NUMBER OLS-OC20-01 SW
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-OC20-01 SW exceed the sum of Seventy-six thousand seventy-five Dollars (\$ 76,075.00).

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: *Jack Schaller*

Printed Name: Jack Schaller, PE

Title: Vice President

Date: 2/13/2020

By: *Clayton Cristy*

Printed Name: Clayton Cristy, PE, CFM

Title: Vice President

Date: 02/13/2020

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated February 13, 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: Silver Creek Tributary South of 32nd Street, Joplin, MO

Project Description: FEMA Letter of Map Revision Request

SCOPE OF SERVICES

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

DESIGN SERVICES

I. SURVEY AND DATA COLLECTION - \$5,600

1. As-built survey of detention basin outlet structure for MT-2 submittal and grading.
= \$5,600

II. FEMA LOMR - \$25,000

Significant reductions in stormwater discharging from the 32nd and Arizona detention basin project site will result in lower Base Flood Elevations downstream of the project and upstream of Highway 44 and may potentially remove structures from the FEMA Zone AE Special Flood Hazard Area (SFHA). Remapping of the floodplains will include:

1. Complete and submit an engineering data request to FEMA requesting the effective hydraulic model for Brownell Branch. This scope does not include developing a model from scratch. Any fees for data request are not included and the responsibility of the client.
2. Update hydrologic model for Silver Creek Tributary #2 and Brownell Branch based on constructed 32nd and Arizona project utilizing as-built survey.

Note: The FEMA effective hydrologic model utilizes an attenuated flowrate immediately upstream of I-44 based on treating the ponding at I-44 as a detention basin. It is assumed and anticipated that this method will be acceptable for the revised hydrology. If it is not accepted by FEMA, a more laborious approach may be required. This scope does not include development of an unsteady hydraulic model that routes the runoff hydrograph through the model and accounts for stage-storage-discharge attenuation at I-44.

3. Prepare and submit Letter of Map Revision to FEMA for acceptance of new proposed base flood elevations. Includes topographic work map exhibits, annotated FIRM map, and revised FIS profiles. LOMR application fees are not included in this contract and are the responsibility of the Client.

4. FEMA Coordination: Coordinate with FEMA reviewer so satisfy comments. Prepare draft community notification letters after completion of first FEMA review.

NOTE: The constructed detention basin will reduce flowrates in Silver Creek Tributary 2. The result of the revision will generally be a reduction in flood elevations. However, due to inaccuracies in the existing maps, the revision may cause localized widening and/or localized increases in the base flood. Olsson does not guarantee that the revised base flood elevation will be below lowest adjacent grades of structures.

III. Expenses - \$8,150

Expense phase to cover FEMA data request fee and LOMR application fee (assuming Online LOMC application based on change in hydrology). FEMA fees are estimated based on current rates but are subject to change and are the complete responsibility of Client.

OPTIONAL SERVICES

1. Elevation Certificates and LOMA - \$20,000

Elevation certificates for 24 structures located within the effective floodplain on Silver Creek Tributary #2. Submit MT-1 application for removal of qualifying structures based on lowest adjacent grade being elevated above the revised base flood elevation. A letter of Map Amendment would be received from FEMA for all structures that are elevated sufficiently. LOMA application fees are not anticipated. However, if applicable these fees are not included in this contract and are the responsibility of the Client.

2. Cross Section Survey - \$17,325

While updating hydrology and floodplain delineations, the city may desire to obtain new cross section information to account for any changes in the floodplain since the original model was developed. Survey FEMA channel cross section locations to update hydraulic model geometry. There are 23 cross sections on Silver Creek Tributary #2 between 32nd Street and Highway 44. Ten (10) cross sections are estimated on Brownell Branch. Cost based on \$525/ cross section * 33 cross sections = \$17,325.

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: February 24, 2020
Anticipated Survey Completion Date: April 15, 2020
Anticipated Submittal to FEMA: May 30, 2020
Anticipated Review Time Frame: 3 – 6 Months

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.

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.