

CITY OF JOPLIN COUNCIL AGENDA ITEM

ITEM

Council Bill 2022-114 Agreement and Work Authorization with Olsson for professional engineering services for the development of a Capital Improvements Program (CIP) Masterplan

MEETING DATE

March 21, 2022

ORIGINATING DEPT

Public Works-Engineering

ATTACHMENTS

Council Bill 2022-114; Agreement and Work Authorization; Scoring Summary

REVIEWED BY

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

SUMMARY

This Council Bill authorizes the City Manager or his designee to approve an agreement and work authorization with Olsson in the not to exceed amount of One Hundred Fifty-Eight Thousand Eight Hundred and 00/100 dollars (\$158,800.00) for professional engineering services for the development of a Capital Improvements Program (CIP) Masterplan

BACKGROUND

In August, 2004, Joplin citizens voted in favor of initiating a Capital Improvement Sales Tax with a ten-year sunset provision to provide an additional funding source to complete major road improvements. Within this ten-year period, more than \$44 million of revenues were generated from the 3/8-cent sales tax, and provided funding for 19 projects. In August, 2014, Joplin citizens voted to renew this 3/8-cent sales tax for an additional 10-year period, which will sunset in 2025. The revenues generated by the renewal of this sales tax are being used to fund an additional 14 projects which have either been completed or are currently underway.

It is anticipated that the City will be asking the citizens to renew the 3/8-cent Capital Improvement Sales Tax in 2024, for an additional 10-year period (2025-2035). To prepare for this, a Request for Qualifications (RFQ) for professional engineering services to provide a Capital Improvement Program (CIP) Masterplan was advertised on January 29th, with Statements of Qualifications from interested consultants due on February 17th. The City received one response to the RFQ, from Olsson. The qualification statement received was reviewed and scored by a team of City staff comprised of Public Works, Planning and Zoning, and Health Department personnel. Based on the scoring, it was determined that Olsson was qualified to provide the requested services. A scoping meeting was held with Olsson to determine the scope of work to be included in this agreement.

The masterplan will include a comprehensive list of proposed projects for possible inclusion in the next Capital Improvements Sales Tax program. This list of projects will be provided to the City's Capital Improvements Sales Tax Renewal Committee for their review and recommendation of the final list of projects to be presented to the citizens and voted upon. It is anticipated that the proposed sales tax will generate between \$45 million to \$50 million.

In addition, the list of proposed projects will also be utilized moving forward as a guide that will support future project selection and determination if additional funding opportunities arise; including grants, cost-share opportunities, etc.

FUNDING SOURCE

Capital Improvement Sales Tax

RECOMMENDATION

Staff recommends adoption of this Council Bill on first reading.

| CITY | | ENGINEER | |
|--|------|--|------------------|
| CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801 | | Name: Olsson | |
| | | Address: 702 S Main Joplin, MO 64801 | |
| Attention: Dan Johnson, P.E. | | Attention: Jack Schaller Clayton Cristy | |
| Department: Public Works | | Phone: 417-781-0643 | Fax: 17-781-4714 |
| Phone: 417-624-0820 | Fax: | CIP Masterplan | |

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, 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. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

2. **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** of any executed Work Authorization.

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data.** All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel.** The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship

with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. Termination of Contract.

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts.** No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment.** The Engineer shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Engineer from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Confidentiality of Documents.** Any reports, data, design or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination.** The Engineer agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License:** The Engineer shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

12. **Compliance with Laws.** Engineer agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Engineer affirmatively states that payment of all local, state, and federal taxes and assessments owed by Engineer is current.

13. **Affidavit for Contracts Over \$5,000.00.** That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Engineer is associated with a business entity, Engineer shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. **Nonresident/Foreign Contractors.** The Engineer shall procure and maintain during the life of this contract:

a. If the Engineer is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

15. **General Independent Contractor Clause.** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **City Benefits.** The Engineer shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

17. **Liability and Indemnity.** The parties mutually agree to the following:

a. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

b. The Engineer shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

c. In no event shall the City be liable to the Engineer for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20. **Jurisdiction.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

Title: Client Relationship Manager

Date: 03/14/2022

Engineer:

Olsson

By: Clayton Cristy

Printed Name: Clayton Cristy

Title: Senior Project Manager

Date: 03/14/2022

CITY OF JOPLIN, MISSOURI

By: _____

Dan Johnson, P.E.
Interim Public Works Director

Date: _____

| CITY | | ENGINEER | |
|--|------|--|-------------------|
| CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801 | | Name: Olsson | |
| | | Address: 702 S Main Joplin, MO 64801 | |
| Attention: Dan Johnson, P.E. | | Attention: Jack Schaller Clayton Cristy | |
| Department: Public Works | | Phone: 417-781-0643 | Fax: 417-781-4717 |
| Phone: 417-624-0820 | Fax: | CIP Masterplan | |

WORK AUTHORIZATION NUMBER OLS-CIP-01
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-CIP-01 exceed the sum of One hundred fifty eight thousand eight hundred Dollars (\$158,800.00).

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, 2022, 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 least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) 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 Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) 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

Title: Client Relationship Manager

Date: 03/14/2022

Engineer: Olsson

By: Clayton Cristy

Printed Name: Clayton Cristy

Title: Senior Project Manager

Date: 03/14/2022

CITY OF JOPLIN, MISSOURI

By: _____

Dan Johnson, P.E.
Interim Public Works Director

Date: _____

Exhibit A

SCOPE OF SERVICES

03-10-2022

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

PHASE 100 – PROJECT KICK-OFF, RESEARCH, AND ANALYSIS

Olsson will meet with Client to review scope, schedule, key milestones, and project roles throughout the Project. Olsson will provide project management of the Project for Client, coordinating schedules, key milestones, team members, and tasks to be completed.

Client will provide Olsson will copies of the following CIP Review Documents to be reviewed.

CIP Review Documents

- Current City of Joplin Capital Improvement Program
- City of Joplin Stormwater Master Plan
- City of Joplin Traffic Signal Master Plan (Under development)
- City of Joplin Parks Master Study Plan
- City of Joplin Facilities Master Plan (Under development)
- City of Joplin ADA and Sidewalk Assessment
- City of Joplin Active Transportation Assessment
- City of Joplin Transit Masterplan
- City of Joplin Airport Masterplan
- MoDOT Long Range Transportation Plan
- Joplin Area Transportation Study Organization Transportation Improvement Program
- Joplin Area Transportation Study Organization Metropolitan Transportation Plan
- Joplin Area Transportation Study Organization Bicycle and Pedestrian Transportation Plan

Olsson will review the CIP Review Documents and develop an initial list of projects as proposed in each of the documents. Olsson will organize list for use during the focus group meetings. Project data that will be extracted from CIP Documents will include project name, description, costs, and plan. Projects magnitude of costs will be developed for projects that do not have assigned costs within the CIP Review Documents. Plan graphics will be developed in GIS. Olsson anticipates a maximum of a one hundred (100) projects within the initial list.

Olsson will review available base map information provided by Client and will assemble a base map for required plan documents. Olsson will contact City of Joplin, Missouri for available GIS data and aerial electronic data.

Meetings:

- One (1) Virtual Project Kick-off Meeting

Deliverables:

- Initial list of projects from CIP Review Documents (including cost information)

Total Phase 100 Fee: \$51,700.00

PHASE 200 – ENGAGEMENT

Marketing and Outreach

Olsson will create the branding plan detailing the Project's visual/graphic identity that will be used on all Project materials, marketing and outreach materials, and document design.

Olsson will write and coordinate with Client on the content and timing of up to four (4) press releases throughout the Project. Client will coordinate and schedule media outreach releases.

Olsson will create one (1) postcard-size mailer for Client to send to all city residents. The mailer will include a Project overview, a link to the Project website, and list of ways to get involved. Client will be responsible for compiling the distribution list, print and postage costs, and mailing the mailer.

Olsson will coordinate with city's existing social media platforms and the city's existing website to encourage engagement in the Project. Olsson will draft Project-related content, including appropriately sized graphics and captions, for the city's website and social media accounts. Client will be responsible for posting Project-related content to the city's website and social media accounts. Olsson will coordinate with Client on timing of city website and social media posts.

Marketing and outreach efforts will be focused on engagement and feedback opportunities for the public, including, the public surveys, public open house, and virtual draft plan review.

Online Engagement

Olsson will prepare a dedicated and branded Project website for Project information. This website will allow interested participants to view proposed project locations and descriptions, provide feedback on proposed projects, and learn about the CIP planning process and how to get involved. Content on the website will also include an educational element for the upcoming Capital Improvement Sales Tax election. Olsson will maintain website operations, content, maps, updates, and monitoring throughout the Project and will transfer all website operations and update authority to Client once the Project is complete. The website will include a community member interest form to generate a Project community contact list.

Olsson will create an online public survey embedded within the Project website that will include educational elements, as well as high-level priority-focused questions.

In-Person Engagement

Olsson will conduct one (1) in-person prioritization workshop for the city departments and stakeholders. The prioritization workshop will include facilitated small-group discussions and review sessions with the larger group. Olsson will organize a series of interactive exercises for participants. Olsson anticipates a maximum of forty (40) projects within the prioritization workshop list.

Olsson will host one (1) in-person public open house once project prioritization and recommendations are refined. This event provides the public with another opportunity to review the CIP projects and their priority.

Olsson will also create a virtual public open house, hosted through the Project website. The virtual public open house will be live for at least two (2) weeks and will include the same content as the in-person public open house. The virtual public open house will allow those that were unable to attend or uncomfortable attending the in-person public open house a chance to voice their opinion on the CIP projects.

Olsson will combine comments and recommendations from the in-person and virtual public open house for review by the city. The city shall provide comments on open house summary findings and recommendations for incorporation into the final CIP project list.

Deliverables:

- Project branding plan
- Content for social media posts (graphics and captions)
- Content for up to four (4) press releases
- Development and maintenance of a project website
- Public survey creation, monitoring, and summary report
- Prioritization workshop memoranda, as needed
- Marketing and outreach materials
- One (1) virtual public open house
- Prioritized list of projects

Meetings:

- One (1) public survey coordination meeting with Client
- One (1) prioritization workshop
- One (1) in-person public open house

Total Phase 200 Fee: \$48,300.00

PHASE 300 – CIP Master Plan Development

Olsson shall prepare the comprehensive CIP Master Plan document based upon the data, analysis, and input generated in the previous tasks. The plan document and recommendations will be illustrative, including annotated plan graphics, diagrams, and photographic imagery. Olsson will develop a set of supporting implementation strategies and action steps for each recommendation that may include information such as phasing, prioritization, and cost impact.

Deliverables:

- Draft CIP Master Plan

Meetings:

- One (1) Draft CIP Master Plan Review Meeting

Total Phase 300 Fee: \$31,900.00

PHASE 400 – Plan Refinement and Adoption

Following a review by city staff members and comment incorporation, a final draft CIP master plan will be posted on the Project website for public review. Public and Project stakeholders will be able to comment on the draft plan with an interactive software for a set period of time.

When the public review period has closed, Olsson and city staff members will discuss revisions and edits to be incorporated into the final version of the CIP Master Plan.

The final deliverable will be presented by Olsson at (1) City Council meeting.

Deliverables:

- PDF of draft and final version of comprehensive CIP Master Plan document

Meetings:

- One (1) Content review meeting with city staff members
- One (1) City Council presentation/meeting

Total Phase 400 Fee: \$21,900.00

Phase 900 – Expenses

Includes all Project related reimbursable expenses, as defined on the Reimbursable Expense Schedule attached to this Agreement. Additional expenses above estimated fee shall be approved with the Client prior to proceeding.

Phase 900: Estimated \$5,000.00

TOTAL SCOPE OF SERVICES: \$158,800.00

Assumptions

- Magnitude of costs developed will include exceptions due to fluctuation in current economy, inflation, and construction costs.

Additional Services

- Olsson will review and city Maintenance and Personnel Requirements with the city to determine areas to implement into the CIP.



General Infrastructure

LABOR RATE BILLING SCHEDULE 2022

LABOR RATES

| <u>Description</u> | <u>Range</u> |
|-------------------------------------|--------------|
| Principal/Senior Professional | 175 - 280 |
| Project Manager..... | 140 - 250 |
| Project Professional..... | 130 - 180 |
| Associate Professional | 115 - 135 |
| Assistant Professional..... | 85 - 130 |
| Designer | 110 - 160 |
| CAD Operator | 40 - 120 |
| | |
| *Surveyor | 65 - 150 |
| *Survey Crew..... | 130 - 175 |
| *Construction Services..... | 50 - 240 |
| Administrative/Clerical..... | 45 - 110 |

Note:

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

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

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

| <u>Classification</u> | <u>Cost</u> |
|---|--------------------|
| Automobiles (Personal Vehicle) | \$0.585/mile* |
| Suburban's and Pick-Ups | \$0.75/mile* |
| Automobiles (Olsson Vehicle) | \$85.00/day |
| Other Travel or Lodging Cost | Actual Cost |
| Meals | Actual Cost |
| Printing and Duplication including Mylars and Linens | |
| In-House | Actual Cost |
| Outside | Actual Cost+10% |
| Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery | Actual Cost |
| Film and Photo Developing | Actual Cost+10% |
| Telephone and Fax Transmissions | Actual Cost+10% |
| Miscellaneous Materials & Supplies Applicable to this Project | Actual Cost+10% |
| Copies of Deeds, Easements or other Project Related Documents | Actual Cost+10% |
| Fees for Applications or Permits | Actual Cost+10% |
| Sub-Consultants | Actual Cost+10% |
| Taxes Levied on Services and Reimbursable Expenses | Actual Cost |

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Capital Improvements Program (CIP) Masterplan RFQ Scoring Sheet

| | Max Score | Scorer | Olsson |
|---|-----------|-----------------|-------------|
| <p>Concept and Responsiveness to City's Request. Responsiveness of the written response in clearly stating an understanding of the work to be performed as outlined in the scope of service.</p> | 20 | 1 | 18 |
| | | 2 | 17 |
| | | 3 | 15 |
| | | 4 | 20 |
| | | 5 | 20 |
| | | | |
| | | Subtotal | 18 |
| <p>Consultant's Relevant Experience. The Firm's overall experience with similar projects.</p> | 20 | 1 | 19 |
| | | 2 | 19 |
| | | 3 | 19 |
| | | 4 | 20 |
| | | 5 | 20 |
| | | | |
| | | Subtotal | 19.4 |
| <p>Project Team - Qualifications of staff to be assigned, education, position in firm and years experience will be considered.</p> | 20 | 1 | 19 |
| | | 2 | 16 |
| | | 3 | 19 |
| | | 4 | 20 |
| | | 5 | 20 |
| | | | |
| | | Subtotal | 18.8 |
| <p>Approach - Accessibility to client, familiarity with the area, proximity to the client, client/consultant relationship and general approach to project.</p> | 40 | 1 | 37 |
| | | 2 | 35 |
| | | 3 | 36 |
| | | 4 | 40 |
| | | 5 | 40 |
| | | | |
| | | Subtotal | 37.6 |
| | | Score | 93.8 |

COUNCIL BILL NO. 2022-114

ORDINANCE NO.

AN ORDINANCE approving an Agreement and Work Authorization with Olsson in the not to exceed amount of One Hundred Fifty-Eight Thousand Eight Hundred and 00/100 dollars (\$158,800.00) for professional engineering services for the development of a Capital Improvements Program (CIP) Masterplan 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 Agreement and Work Authorization with Olsson in the not to exceed amount of One Hundred Fifty-Eight Thousand Eight Hundred and 00/100 dollars (\$158,800.00) for professional engineering services for the development of a Capital Improvements Program (CIP) Masterplan, for the City of Joplin, a true and accurate copy of said agreement 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 with Olsson.

Section 3. That upon the final approval and acceptance of the consultant’s work under said contract, in substantial conformance with the attached exhibits, 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 Capital Improvement Sales Tax fund.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a vote of _____.

ATTEST:

Ryan D. Stanley, Mayor

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

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

Leslie Haase, Director of Finance