COUNCIL AGENDA
Tuesday, January 16, 2018
6:00 P.M., Council Chambers

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Semi-Annual Report On Capital Improvements And Public Safety Sales Tax Oversight Committee, Presented By Chairman Chris Churchwell.

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. January 2, 2018 City Council Minutes

      Documents:

      CC MINS - JAN 2 2018.PDF

   2. COUNCIL BILL NO.. 2018-015

      AN ORDINANCE amending Chapter 42, Courts, Article II, Municipal Court, Section 42-35, Court costs and other fees, by repealing Section 42-35 subsections (f) and (i).

      Documents:

      CB2018-015.PDF

   3. COUNCIL BILL NO. 2018-250
      AN ORDINANCE establishing grades and accepting the Plat of KUM AND GO Addition located Southwest Corner of Glendale Avenue and Main Street, in the City of Joplin, Newton County, Missouri

      Documents:

      CB2017-250.PDF

9. **Resolutions**

   1. RESOLUTION NO. 2018-002
      A RESOLUTION recognizing Sharon Shackelford upon her retirement from

active service as the IT Analyst within the City of Joplin's Information Technology Department.

Documents:

RS2018-002-SHARON SHACKELFORD RETIRMENT.PDF

2. RESOLUTION NO. 2018-003
A RESOLUTION recognizing Linda Foulks upon her retirement from active service as Accounting Specialist in the Finance Department of the City of Joplin, Missouri.

Documents:

RESOLUTION 2018-003 LINDA FOULKS RETIREMENT.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2018-016
AN ORDINANCE amending Chapter 90, Peddlers and Solicitors, Article IV, Aggressive Solicitation, Section 90-144, Prohibited acts, by repealing Section 90-144, Prohibited acts; enacting a new Section 90-144, Prohibited acts; and containing an emergency clause.

Documents:

SUMMARY_CB2018-016_SECTION 90-144 AGGRESSIVE SOLICITATION_ HIGHWAYS ROADS STREETS.PDF
CB 2018-016 - SECTION 90-144 AGGRESSIVE SOLICITATION - HIGHWAYS ROADS STREETS.PDF

2. COUNCIL BILL NO. 2018-101
An Ordinance approving Work Authorization with Allgeier, Martin & Associates Inc. not to exceed the amount of One Hundred Sixty Four Thousand, Three Hundred Fifty Two and No/100 Dollars ($164,352.00) for engineering services associated with the engineering services design, bidding and construction management for the installation of a screw pump at the Turkey Creek Waste Water Treatment Facility; authorizing the City Manager to execute and containing an emergency clause.

Documents:

CB 2018-101_SUMMARY SHEET SCREW PUMP.PDF
CB 2018-101.PDF
WA AMA-OC-18-001.PDF

3. Council Bill No. 2018-102
Council Bill for approval of amendment 1 to work authorization JET DR-2 PAP 7-1
20th Street with Joplin Joint Engineering Team(JET) in the not to exceed amount of $112,592.00
for professional engineering consulting services for the 20th Street improvement project.

Documents:

20TH ST WA AMEND 1.PDF
COUNCIL BILL ORDINANCE.PDF

4. COUNCIL BILL NO. 2018-103
AN ORDINANCE approving the City of Joplin to enter into an agreement with D&E Plumbing, Inc. for the construction of the Surface 4010 Project, in the amount of Two Million, Three Hundred Thirty-Three Thousand, Eight Hundred Forty-Three and 09/100 Dollars ($2,333,843.09); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

SUMMARY SHEET CB 2018 DE PLUMBING 4010 SURFACEPROJECT.PDF
SURFACE PROJECT 4010 PROJECT AREA 8.5X11.PDF
BID TABULATION SURFACE 4010.PDF
CONSTRUCTION CONTRACT-SURFACE PROJECT 4010-DE CONSTR.PDF
CB 2018-103 DE PLUMBING-4010 SURFACE PROJECT.PDF

5. COUNCIL BILL NO. 2018-104
AN ORDINANCE approving Amendment Five to the Work Authorization No. JCB DR2 PAP 3-1 between the City of Joplin and Jacobs Engineering, in the not to exceed amount of Thirty-Six Thousand Seven Hundred Forty-Seven and No/100 Dollars ($36,747.00) for Professional Engineering Consulting Services for Sidewalk Design, Curb & Gutter, and Storm Water Projects in the Recovery Area; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and containing an emergency clause.

Documents:

SUMMARY SHEET-CB 2018-104 MOD5 JACOBS.PDF
JACOBS MOD 5 JOPLIN ENGINEERING AMENDMENT TO WORK AUTHORIZATION FORM 2018 001.PDF
COUNCIL BILL 2018-104.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2018-400
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2017 CDBG public service grant funds; authorizing the City Manager or his designee to execute same on behalf of the City.

Documents:

CB 2018-400 AGREEMENT.PDF
CB 2018-400 SUMMARY.PDF
CB 2018-400.PDF

2. COUNCIL BILL NO. 2018-401
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2017 CDBG public service grant funds; authorizing the City Manager or his designee to execute same on behalf of the City.

Documents:

CB 2018-401 AGREEMENT.PDF
CB 2018-401 SUMMARY.PDF

CB 2018-401.PDF

3. COUNCIL BILL NO. 2018-402
   AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Legal Aid of Western Missouri that pertains to 2016 CDBG grant funds; authorizing the City Manager or his designee, Director of Planning, Development & Neighborhood Services to execute same on behalf of the City.

   Documents:

   CB 2018-402 CONTRACT.PDF
   CB 2018-402 SUMMARY.PDF
   CB 2018-402.PDF

12. **Ordinances - Second Reading And Third Reading**

13. **Unfinished Business**

14. **New Business**

Anyone wishing to address the Council should step to the podium and state his/her name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five (5) minutes.

Sound enhancement units are available for hearing impaired customers who provide a form of identification as security, which will be returned to the customer upon the return of the unit.

Those in need of disability-related auxiliary aids or services should contact the City Clerk's office at (417) 624-0820, ext. 220 no later than 48 hours prior to the meeting.

Notice posted at ____ p.m. on this the __ day of ____, ____. (RSMo 610.020)

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES January 2, 2018

CALL TO ORDER
The regular meeting for the Joplin City Council was called to order at 6:00 p.m.by Mayor Michael Seibert.

INVOCATION - read by Assistant City Clerk Barbara Gollhofer

PLEDGE OF ALLEGIANCE to the United States of America was led by Mr. West.

ROLL CALL – Answering Roll Call were Taylor Brown, Melodee Colbert-Kean, Miranda Lewis, Dan McCreary, Michael Seibert, Gary Shaw; Ryan Stanley, Phil Stinnett, and Jim West. Also in attendance were City Manager Sam Anselm and Assistant City Attorney Jordan Paul

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA –There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS
Barbara Watters, 2602 Vermont Ave. Joplin, MO submitted a request shortly before tonight's meeting to address the council regarding public safety. Motion by Mr. West, second by Mrs. Colbert-Kean to allow Mrs. Watters to speak.

PUBLIC HEARINGS

CONSENT AGENDA – Motion by Mr. Stanley, second by Mr. Shaw, to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0.

Minutes of the December 18, 2017 City Council Meeting

RESOLUTIONS
Mr. West introduced RESOLUTION NO. 2018-001 - A RESOLUTION recognizing Barbara L. Hogelin upon her retirement from active service as City Clerk for the City of Joplin. Motion by Mr. West, second by Mrs. Colbert-Kean that Resolution No. 2018-001 be approved. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett, and West, 9. Nay: 0.

ORDINANCES-EMERGENCY

Mr. Stanley introduced COUNCIL BILL NO. 2018 - 100 - AN ORDINANCE approving Work Authorization with Burns and McDonnell Engineering Inc. in the not to exceed amount of One Hundred Ninety Four Thousand, One Hundred Seventy and No/100 Dollars ($194,170.00) for engineering services associated with the Engineering Services Design, Bidding and Pre-construction Management for the Installation of a Parallel Force Main from Fillmore Bridge Lift Station to the Gravity line on Apricot road; authorizing the City Manager to execute and containing an emergency clause. Motion by Mr. Stanley second by Mr. Shaw that Council Bill No. 2018-100 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The council bill was declared adopted and entitled **Ordinance No. 2018-001.**

ORDINANCES – FIRST READING

Mr. Stinnett introduced COUNCIL BILL NO. 2018 - 015 - AN ORDINANCE amending Chapter 42, Courts, Article II, Municipal Court, Section 42-35, Court costs and other fees, by repealing Section 42-35 subsections (f) and (i). Motion by Mr. Stinnett, second by Mr. Shaw that Council Bill No. 2018-015 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The council bill was read as Council Bill No. 2018-015.

Mr. West introduced COUNCIL BILL NO. 2018 - 250 - AN ORDINANCE establishing grades and accepting the Plat of KUM AND GO Addition located Southwest Corner of Glendale Avenue and Main Street, in the City of Joplin, Newton County, Missouri. Motion by Mr. West, second by Mrs. Lewis that Council Bill No. 2018-250 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The council bill was read as Council Bill No. 2018-250.

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS:

News from the PIO

Lynn Onstot, PIO, congratulated retiring City Clerk Barbara Hogelin and stated it has been a pleasure working with her.

Now that Christmas is over, the trees are coming down! Residents are welcome to discard their natural (live) Christmas trees at one of three collection points. Once that all decorations have been removed, trees can be placed near the "Christmas Tree" drop-off sign posted at one of these locations: Humphrey Park on Utica Street in the Royal Heights area; the parking lot on the SW corner in McIndoe Park at Glendale Road and Jackson Avenue; and the Public Works Center at 1301 West 2nd Street. This drop off option is available to residents through January 31.

We also remind them that the Recycling Center accepts many of the holiday items they may be discarding. Gift wrapping, paper boxes, greeting cards, and clean packing materials such as peanuts and bubble wrap can all be dropped off there. The Recycling Center is located at 1310 West A Street and is open on Tuesday and Thursday from Noon to 6 p.m., and Wednesday, Friday and Saturday from 9 a.m. to 3 p.m.

If citizens are interested in public safety, the Joplin Police Department has announced its upcoming Citizens Academy starts February 1st. This free 14-week program provides an interactive and behind-the-scenes look at law enforcement. The Police Academy is held from 6:30 pm to 9 p.m. every Thursday through May 3. Topics covered will include investigations of crime scenes, narcotics, child abuse, and traffic accidents. Officers will also focus on SWAT operations and equipment, use of force tactics, building clearing, DWI enforcement, and an introduction to the K9 unit. Interested persons should contact Officer Lacey Baxter at 417-623-3131. Applications are on the Police Department's website, or can be picked up at the front desk of the Joplin Police Department at 303 E 3rd St.

Mayor Seibert thanked all the groups and organizations in our community that reached out over the holidays to those in our community who are struggling. Mr. Seibert stated he was overwhelmed and very impressed with the list of entities which included, Shop With A Cop; Christmas for Kids; Empire's Elf Program; Crosslines coordinated with many churches to distribute food, clothing and gifts; Salvation Army Red Kettle Campaign; Friends of the Humane Society; Toys for Tots; KOAM Toy Collection (29th year); Community Church's annual Christmas Day meal; Zimmer Radio Group toy and monetary donations'; Kids for Peace (donated scarves for Chase the Chill). This is by no means the complete list so if you know an organization, agency, church, school, group, individual, etc. who has provided assistance this holiday season please send their name and program description to the City's Public Information Officer Lynn Onstot at lonstot@joplinmo.org or by calling 417-624-0820, ext. 204.

There being no further business, the meeting was adjourned at 6:40 p.m.

Respectfully,

_____

Barbara J. Gollhofer, City Clerk, MRCC

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: January 2, 2018
ITEM: Council Bill No. 2018-015, enacting changes to Chapter 42, Courts, Article II, Municipal Court, Section 42-35, Court costs and other fees, by repealing Section 42-35 subsections (f) and (i).

ORIGINATING DEPARTMENT: Municipal Court
ATTACHMENTS: Council Bill No. 2018-015

DEPARTMENT HEAD: Lamonte Ratcliff
CITY ATTORNEY: Peter C. Edwards
CITY MANAGER: Samuel L. Anselm

INTRODUCTION:

This Council Bill enacts changes to Chapter 42, Courts, Article II, Municipal Court, Section 42-35, Court costs and other fees, by repealing Section 42-35 subsections (f) and (i), for the purpose of making the Joplin City Code consistent with Missouri state law.

DISCUSSION:

Section 42-35(f) of the Joplin City Code authorizes a warrant issuance fee of $25.00. Section 42-35(i) of the Joplin City Code authorizes a booking fee of $20.00. Recent changes to Missouri state law have made Section 42-35 inconsistent with state law. Specifically, the Municipal Court concurs with the opinion of the Office of State Courts Administrator that these types of fees are not authorized by any state statute or court rule. Section 42-35 subsections (f) and (i) should be repealed in order to make Section 42-35 consistent with state law.

Staff recommends this Council Bill be placed on First Reading.

JLP

COUNCIL BILL NO. 2018-015 ORDINANCE NO.

AN ORDINANCE amending Chapter 42, Courts, Article II, Municipal Court, Section 42-35, Court costs and other fees, by repealing Section 42-35 subsections (f) and (i).

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

WHEREAS, Section 42-35(f) of the Joplin City Code authorizes a warrant issuance fee of $25.00.

WHEREAS, Section 42-35(i) of the Joplin City Code authorizes a booking fee of $20.00.

WHEREAS, recent changes to Missouri state law have made Section 42-35 inconsistent with state law.

WHEREAS, Section 42-35 subsections (f) and (i) should be repealed in order to make Section 42-35 consistent with state law.

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

Section 1. That Chapter 42, Courts, Article II, Municipal Court, Section 42-35 subsections (f) and (i), be repealed.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 2, 2018

Item: COUNCIL BILL NO. 2018-250
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-250
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 12/11/17

Recommended Action: Planning and Zoning Commission recommended approval by a vote of 7 In Favor.

SUMMARY/REQUEST:

Case 036-17: Southwest Corner of Glendale Avenue and Main Street – A request to review the final plat for 'Kum and Go Subdivision' – Ozark Civil Engineering, Inc.

STAFF SUMMARY:

The final plat approval is for Kum & Go addition. This addition will be a single lot zoned commercial at the Southwest corner of South Main Street and Glendale Road. It is adjacent to the Hideout Harley-Davidson. The Final Plat does require City Council approval.

Staff recommends approval of Case 036-17, pending corrections made by City Surveyor.

PLANNING & ZONING COMMISSION TESTIMONY:

Mike Clotfelter, Ozark Civil Engineering, Inc., 3214 NW Aveon Way, Bentonville, AR.

Mr. Duncan asked if there were any changes from the preliminary to the final plat?

Mr. Clotfelter stated there was not.

PUBLIC COMMENT:
None.

Z&P Meeting: December 11, 2017
City Council Meeting: January 2, 2018

STAFF PLANNING REPORT
Final Plat

CASE 036-17 Final Plat review

NAME OF SUBDIVISION Kum & Go Addition

LOCATION: S. Main St. (MO HWY 83) & Glendale Rd

APPLICANT: Scott A. & Nancy L. Hutson

PRESENT ZONING: C-3, Commercial District

PRESENT LAND USE: Vacant land/parking lot

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	C-3	C-3	C-3
Land Use	Commercial	Commercial	Commercial	Commercial

SUBDIVISION:

Number of lots
1

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Glendale Blvd.	Collector	60’
South Main Street	Arterial	175’

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES A new sewer extension will be added to service any new development.

FLOOD PLAIN N/A

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes.

DISCUSSION

The final plat approval is for Kum & Go addition. This addition will be a single lot zoned commercial at the Southwest corner of South Main Street and Glendale Road. It is adjacent to the Hideout Harley-Davidson. The Final Plat does require City Council approval.

Staff recommends approval of Case 036-17, pending corrections made by City Surveyor.

ENCLOSURES:

Final Plat

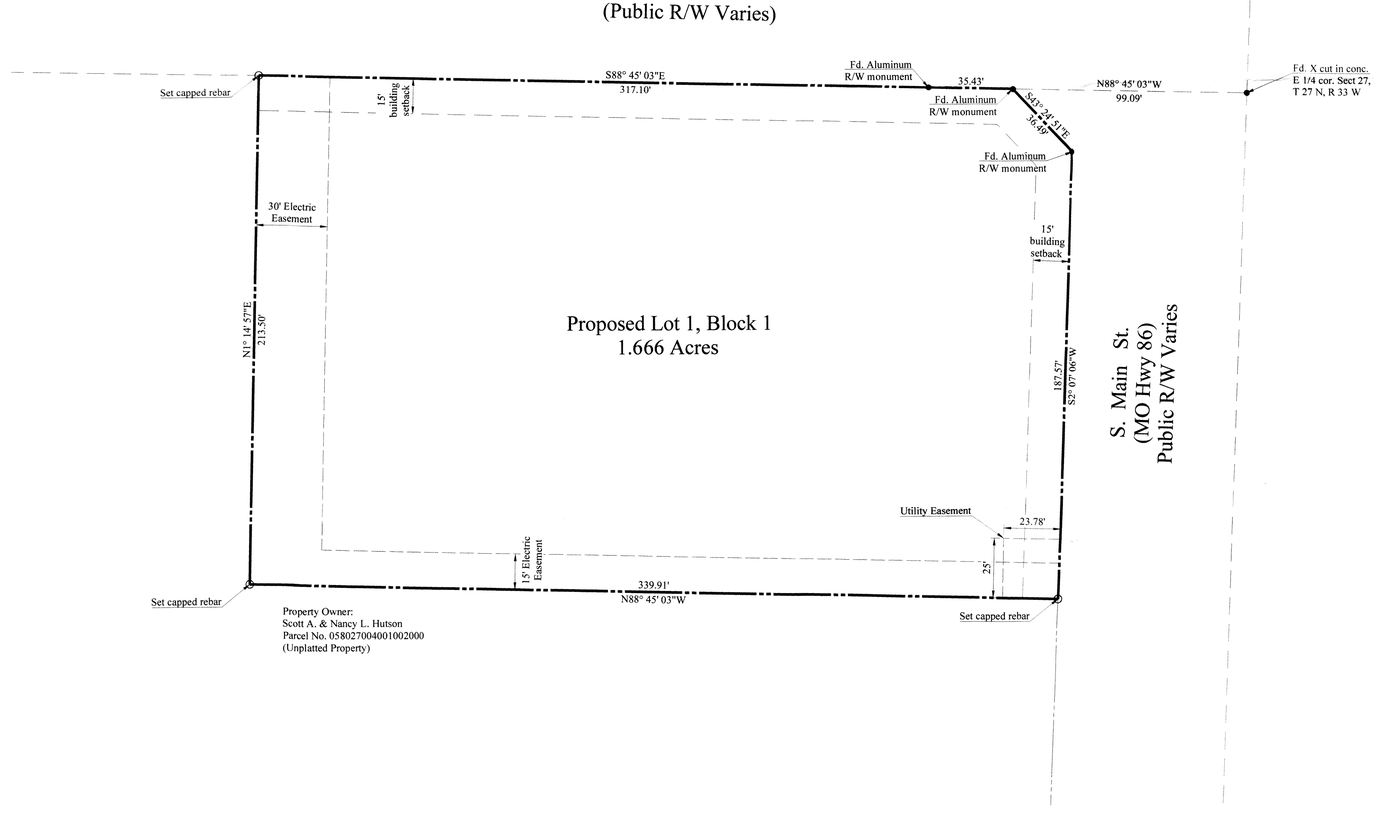
BASIS OF BEARINGS:
ARKANSAS STATE PLANE GRID, NORTH ZONE, NAD 83.

0 30' 45' 60'
SCALE IN FEET

FINAL PLAT

Kum & Go Subdivision

A subdivision being part of the Southeast Quarter of Section 27,
Township 27 North, Range 33 West, City of Joplin, Newton County, Missouri



Part of the Southeast Quarter Section 27, Township 27 North, Range 33 West of the 5th P.M., City of Joplin, Newton County, Missouri further described as follows:

Commencing at the Northeast corner of said Southeast Quarter; thence North 88°45'03" West, 99.09 feet along the North line of said Southeast Quarter to a point on the West right of way of South Main Street (Missouri Hwy 86) said point also being the point of beginning; thence South 43°24'51" East, 36.49 feet along said West right of way; thence South 2°07'06" West, 187.57 feet along said West right of way; thence leaving said West right of way North 88°45'03" West, 339.91 feet; thence North 1°14'57" East, 213.50 feet to a point on the North line of said Southeast Quarter; thence South 88°45'03" East, 317.10 feet along said North line to the point of beginning.

Contains 72,578 square feet or 1.666 acres of land, more or less.

CERTIFICATE OF OWNER:
We, the undersigned, owners of the real estate shown and described herein do hereby, plat and subdivide said real estate in accordance with the attached plat and do hereby dedicate all streets, easements and alleys to the City of Joplin, MO.

Scott A. Hutson _____ Date _____ Nancy L. Hutson _____ Date _____

State of Missouri }
} SS
County of Newton }

Be it remembered that on this _____ day of _____, 2018, before me, a notary public in and for said County and State, came Scott A. Hutson and Nancy L. Hutson to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

_____ My Commission Expries:_____
Notary Public

CERTIFICATE OF THE PLANNING AND ZONING COMMISSION:

This plat of KUM & GO SUBDIVISION has been submitted to and approved by the Joplin Planning and Zoning Commission on this _____ day of _____, 2018.

_____
Chairman

CERTIFICATE OF THE JOPLIN CITY COUNCIL:

This plat of KUM & GO SUBDIVISION, including easements and rights of way accepted by the City Council has been submitted to and approved by the Joplin City Council by Ordinance No. _____, duly passed and approved by the Mayor on the _____day of _____, 2018.

_____
Mayor

ATTEST:

_____
City Clerk

_____
City Clerk

CERTIFICATE OF RECORDING:

STATE OF MISSOURI }
COUNTY OF NEWTON }

I, _____, Recorded of Deeds of said County, do hereby certify that the within instrument of writing was, on the _____ day of _____, 2018, at _____o'clock and _____ minutes, _____ M. duly filed for record in this office, and is recorded in the records of this office in Plat Book _____, at Page _____.

In witness whereof, I have hereunto set my hand and seal this _____day of _____, 2018.

_____
Recorder of Deeds

CERTIFICATE OF SURVEYING ACCURACY:

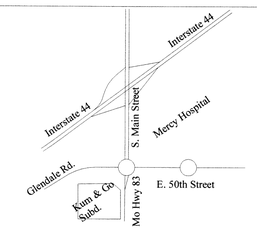
I do hereby certify that this plat correctly represents a survey made by me or under my direct supervision and in accordance with the current Missouri Minimum Standards for Property Boundary Surveys; that all monuments shown hereon actually exist or will be placed within 12 months after this plat is recorded, and their location, size, type, and material are correctly shown.

_____ Date _____
Richard L. Dayton
Professional Land Surveyor No. 2413

STATE OF MISSOURI
RICHARD L. DAYTON
NUMBER PLS-2413
PROFESSIONAL LAND SURVEYOR

NOTES:
1. Water service shall be by City of Joplin.
2. Sewer service shall be by City of Joplin.
3. Existing Zoning: C-3 Commercial District
4. Proposed Use: Convenience Store/Gas Station

FIRM NOTE:
By graphic scaling only this property is located within Flood Zone "X" as determined from the National Flood Insurance Program, Flood Insurance Rate Map, Map No. 29149C0017E, Effective Date: November 26, 2010.



VICINITY MAP
Not to Scale

Zark
Civil Engineering Inc.
3214 N.W. AVIGNON WAY, SUITE 4
BENTONVILLE, AR 72712
479.464.8850 | OFFICE 479.464.9040 | FAX

DATE OF FIELD SURVEY - September 19, 2017	
SCALE: 1"=30'	
DRAWN BY: RD	DATE: November 17, 2017
FIELD CREW: ICS	DRAWING NO. S170430
CHECKED BY: RLD	SHEET 1 OF 1

Case 036-17

Case 036-17: Southwest Corner of Glendale Avenue and Main Street-A request to Review the Final Plat of Kum and Go Subdivision -Ozark Civil Engineering, Inc.

Mr. Duncan asked if there was anyone who would like to speak in favor of this case.

Mike Clotfelter, Ozark Civil Engineering, Inc., 3214 NW Aveon Way, Bentonville, AR.

Mr. Duncan asked if there were any changes from the preliminary to the final plat?

Mr. Clotfelter stated there was not.

Mr. Bolander stated that staff has reviewed this plat and there are some formatting changes. The design, the square footage, and the legal description is correct. Missouri has made changes at the State level that should be on the final plat. Being from Arkansas they would not have known that and the corrections will not stop your approval of this plat if you so choose too.

Anyone else like to speak in favor of this case. There were none.

Anyone here to speak in opposition of this case. There were none.

Mr. Duncan Closed the Public Hearing.

MRS. BRUECKNER-SEARS MOVED, SECONDED BY MRS. KOELKEBECK, THAT CASE 036-17 BE FORWARD TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MS. BRUECKNER-SEARS MR. DERMOTT, MS. KOELKEBECK, AND MS. STEELE VOTING "AYE". (7 IN FAVOR, 0 NAYS).

P & Z Case 036-17
Ozark Civil Engineering, Inc.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-250 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Plat of KUM AND GO Addition located Southwest Corner of Glendale Avenue and Main Street, in the City of Joplin, Newton County, Missouri.

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

Section 1. That the grades in the Plat of KUM AND GO Addition located on the Southwest Corner of Glendale Avenue and Main Street in the City of Joplin, Newton County, Missouri be and the same are hereby fixed and established as follows:

PART OF THE SOUTHEAST QUARTER SECTION 27, TOWHSIP 27 NORTH, RANGE 33 WEST OF THE 5TH P.M., CITY OF JOPLIN, NEWTON COUNTY, MISSOURI FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 88 DEGREE 45 MINUTES 03 SECONDS WEST, 99.09 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO A POINT ON THE WEST RIGHT OF WAY OF SOUTH MAIN STREET (MISSOURI HWY 86) SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 43 DEGREE 24 MINUTES, 51 SECONDS EAST, 36.49 FEET ALONG SAID WEST RIGHT OF WAY; THENCE SOUTH 2 DEGREE 07 MINUTES 06 SECONDS WEST, 187.57 FEET ALONG SAID WEST RIGHT OF WAY; THENCE LEAVING SAID WEST RIGHT OF WAY NORTH 88 DEGREES 45 MINUTES 3 SECONDS WEST, 339.91 FEET; THENCE NORTH 1 DEGREE 14 MINUTES 57 SECONDS EAST, 213.50 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREE 45 MINUTES 03 SECONDS EAST, 317.10 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. CONTAINS 72,578 SQUARE FEET OR 1.666 ACRES OF LAND, MORE OR LESS.

Section 2. That said plat, having been filed showing that the lots have been staked out and platted and the streets and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition, is hereby accepted by the City of Joplin, Newton County, Missouri, and according to the statues of the State of Missouri.

Section 3. That the City Clerk is hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____

Barbara Golhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

RESOLUTION 2018-002

A RESOLUTION recognizing Sharon Shackelford upon her retirement from active service as the IT Analyst within the City of Joplin's Information Technology Department

WHEREAS, on Wednesday, January 17, 2018, Sharon will retire from active service with the Information Technology Department; and

WHEREAS, Sharon has served residents of Joplin in an outstanding manner during Thirty-two (32) Years and Three (3) months of service over her career; and

WHEREAS, Sharon was one of the founding members of the IT Dept. in 1999 after having begun her career in the Finance Department; and

WHEREAS, Sharon has been instrumental in so many ways infusing technology into every department; and her final 15 years were specifically spent in service to Public Safety & Justice; and

WHEREAS, upon her departure, the people of Joplin wish to extend recognition and appreciation to Sharon for her many contributions through the years; and

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

Section 1. The City of Joplin does hereby recognize and extend best wishes and appreciation to Sharon Shackelford for her total service of Thirty-two years and three months.

Section 2. That the people of Joplin, Missouri do hereby extend best wishes to Sharon for many enjoyable and successful years.

Section 3. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin, Missouri to be affixed this 16th day of January 2018.

_____

Michael L. Seibert, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

RESOLUTION NO. 2018-003

A RESOLUTION recognizing Linda Foulks upon her retirement from active service as Accounting Specialist in the Finance Department of the City of Joplin, Missouri.

WHEREAS, on Wednesday, January 17, 2018, Linda K. Foulks retired as Accounting Specialist for the City of Joplin, Missouri after 47 years and 9 months of dedicated service and outstanding contributions; and,

WHEREAS, Linda began her long-standing career at the City of Joplin in Police Records on April 4, 1970, then transferred to Civil Defense on September 30, 1985, and finally promoted to the Finance Department on October 27, 1986; and,

WHEREAS, Linda has served the Joplin community in various capacities, chiefly business license clerk, assisting customers and businesses in a superior manner over the last five (5) decades; and,

WHEREAS, Linda is the longest tenured employee to retire from active service of the City of Joplin to date; and,

WHEREAS, Linda has shown exemplary customer service to the residential and business community that resulted in fostering excellent relationships between the community and the City; and,

WHEREAS, Linda garnered these relationships by personally going to special events, such as craft shows, gun shows, downtown events, and mall kiosks to help ensure compliance with business license regulations without unnecessarily burdening vendors, while also promoting an exceptional impression of the City; and,

WHEREAS, throughout her career, she has won the utmost respect and admiration of co-workers, businesses and citizens of the City of Joplin, Missouri; and,

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

Section 1. The City of Joplin does hereby honor and recognize Linda K. Foulks for her dedicated service of Forty-Seven (47) years and Nine (9) months.

Section 2. That the people of Joplin, Missouri do hereby extend our heartfelt wishes for a happy and well deserved retirement.

Section 3. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin, Missouri to be affixed this 16th day of January 2018.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: January 16, 2018
ITEM: Council Bill No. 2018-016, enacting changes to Chapter 90, Peddlers and Solicitors, Article IV, Aggressive Solicitation, Section 90-144, Prohibited acts, by enacting a new subsection (8).

ORIGINATING DEPARTMENT: Legal
ATTACHMENTS: Council Bill No. 2018-016

DEPARTMENT HEAD:	Peter C. Edwards	**DATE:**
POLICE DEPARTMENT:	Chief Matt Stewart	**DATE:**
CITY MANAGER:	Samuel L. Anselm	**DATE:**

INTRODUCTION:

This Council Bill enacts changes to Chapter 90, Peddlers and Solicitors, Article IV, Aggressive Solicitation, Section 90-144, Prohibited acts, by enacting a new subsection (8).

DISCUSSION:

The City has experienced an increase in the number of solicitations occurring at or near the intersection of highways and streets on which the speed limit is thirty-five (35) miles per hour or more. Solicitations at or near the intersection of highways and streets on which the speed limit is thirty-five (35) miles per hour or more pose a danger to the health, safety, or welfare of drivers and pedestrians at these locations. This Council Bill is designed to mitigate this problem by prohibiting solicitation within 150 feet of any intersection, as measured from the middle of said intersection, where one or more of the intersecting highways or streets has a speed limit of thirty-five (35) miles per hour or more, by reducing traffic congestion and flow problems caused by solicitors being in the roadway.

Staff recommends this Council Bill be passed on an emergency basis.

JLP:ab
attachments

COUNCIL BILL NO. 2018-016 ORDINANCE NO.

AN ORDINANCE amending Chapter 90, Peddlers and Solicitors, Article IV, Aggressive Solicitation, Section 90-144, Prohibited acts, by repealing Section 90-144, Prohibited acts; enacting a new Section 90-144, Prohibited acts; and containing an emergency clause.

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

WHEREAS, the City has experienced an increase in the number of solicitations occurring at or near the intersection of highways and streets on which the speed limit is thirty-five (35) miles per hour or more; and

WHEREAS, the increase in solicitations at city intersections has caused more traffic congestion, confusion, and accidents; and

WHEREAS, solicitations at or near the intersection of highways and streets on which the speed limit is thirty-five (35) miles per hour or more pose a danger to the health, safety, or welfare of drivers and pedestrians at these locations.

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

Section 1. That Chapter 90, Peddlers and Solicitors, Article IV, Aggressive Solicitation, Section 90-144, Prohibited acts, be repealed, and a new Section 90-144, Prohibited acts, is enacted in lieu thereof as follows:

"Sec. 90-144. - Prohibited acts.

Any person who in a public place solicits in any of the following ways or manners is guilty of a misdemeanor:

(1) By engaging in false or misleading solicitation by:

a. Stating that the donation is needed to meet a specific need, when the solicitor already has sufficient funds and does not disclose such fact.

b. Knowingly stating a false situation or circumstance to induce a donation.

c. Knowingly stating the solicitation is for a specific person or exempt organization without authorization.

(2) By any statement, gesture or other communication which a reasonable person in the situation of the person solicited perceives to be a threat.

(3) By intimidating or obstructing pedestrian or vehicular traffic.

(4) By assaulting or aggressively soliciting.

(5) By soliciting within 50 feet of any bank, savings and loan or other financial institution or building, including outdoor teller machines.

(6) By soliciting within 50 feet of any cash disbursal machine, outdoor vending machine, or other outdoor machine or device which accepts coins or paper currency, except parking meters.

(7) By soliciting on any private property, unless the solicitor has permission from the owner.

(8) By soliciting within 150 feet of any intersection, as measured from the middle of said intersection, where one or more of the intersecting highways or streets has a speed limit of thirty-five (35) miles per hour or more."

Section 2. That this Ordinance, dealing with preserving the public peace, property, health, safety, or morals of the citizens, is an emergency within the meaning of Section 2.12(1) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 16, 2018
Council Bill No. 2018-101

Item: Work Authorization with Allgeier-Martin & Associates Inc., for Engineering Services Associated with the Installation for Design, Bidding and Construction Management for the Replacement of a Screw Pump at the Turkey Creek Wastewater Treatment Plant.

Originating Department: Public Works – Operations

Attachments: 1) Work Authorization (AMA-OC-18-001)
2) Council Bill No. 2018-101

Department Head:	David Hertzberg
Finance Department:	Leslie Haase
City Attorney:	Peter C. Edwards
City Manager:	Samuel L. Anselm

Recommended Action: Approval of a Work Authorization with Allgeier, Martin & Associates Inc. in the not to exceed amount of $164,352.00 for engineering design, bidding and construction management services associated with the replacement of a Screw Pump at the Turkey Creek Wastewater Treatment Facility.

Background: One of the first parts of the treatment process at the Turkey Creek Wastewater Treatment Plant are the Screw Pumps. They pump the raw sewage up to the next level to the grit chambers. Each one of the Screw Pumps is rated to pump 14 million gallons a day (MGD), but because of their age and use they have lost about 25 to 30 percent since they are pumping at 10 MGD a piece. This is one of first procedures during the treatment process. The plant currently has two Screw Pumps and two submersible pumps located at the head-works. The life expectancy of this type of equipment is about 15 years, both of these were originally installed in 1985 and replaced in 2001; this type of equipment has to be periodically replaced to ensure proper wastewater treatment.

Additionally, there are two boilers at the plant one in each of the anaerobic digesters. One was installed when the plant opened in 1985 and the other was installed in 1997 in the newly constructed anaerobic digester. The boiler that was installed in 1985 needs to be replaced.

Discussion: The firm of Allgeier-Martin & Associates has been selected from the list of On-call Engineering firms to provide the professional engineering services needed to accomplish this replacement and maintenance project. The scope of work will include the preparation of design and bidding documents that will provide for the replacement of the Screw Pump and a boiler for the anaerobic digester. This work will be funded from the Sanitary Sewer Fund project that was approved in the FY 2017-2018 Budget.

Recommendation: City staff recommends approval of Work Authorization with Allgeier Martin & Associates Inc. for the not to exceed amount of $164,352.00 for engineering services associated with Design, Bidding and Construction Management Services for the Replacement of a Screw Pump at the Turkey Creek Wastewater Treatment Facility be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2018-101 ORDINANCE NO.

AN ORDINANCE approving Work Authorization with Allgeier, Martin, and Associates Inc. in the not to exceed amount of One Hundred Sixty Four Thousand, Three Hundred Fifty Two and No/100 Dollars ($164,352.00) for engineering services associated with the Engineering Services Design, Bidding and Construction Management for the Installation of a Screw Pump at the Turkey Creek Waste Water Treatment Facility; authorizing the City Manager to execute and containing an emergency clause.

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

Section 1. That the Work Authorization by and between the City of Joplin and Allgeier, Martin Associates, Inc., in the not to exceed amount of One Sixty Four Thousand, Three Hundred Fifty Two and No/100 Dollars ($164,352.00) for engineering design, bidding and construction services associated with Engineering Services for the Bidding and Pre-construction Management of the installation of a Screw Pump at the Turkey Creek Waste Water Treatment Facility located in the City of Joplin, Jasper County, Missouri; a true and accurate copy of the same being attached hereto and incorporated by reference as "Exhibit A", be and the same is hereby approved.

Section 2. 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 that effect to the Director of Finance, the consultant shall be paid from the Sanitary Sewer Fund

Section 3. That the City Manager or his designee is hereby authorized to execute said Work Authorization on behalf of the City of Joplin.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Appropriations for this contract have been approved by the 2017-2018 budget from Sanitary Sewer Fund No. 415-4541-540-8015, Facility Improvements.

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

_____, 2018 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2018-101

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund Account Number 415-4541-540-8015 to pay the amounts called for on the basis of the work authorization received by the City Engineer.

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: **Allgeier, Martin and Associates, Inc.** Address: **7231 East 24th Street, P.O. Box 2627** **Joplin, MO 64804**	
Attention: **Mr. Lynden Lawson** **Asst. Director of Public Works-Operations**		Attention: **Dean A. Willis, P.E.**	
Department: **PUBLIC WORKS**		Phone: **417-680-7200**	Fax: **417-680-7300**
Phone: **417-624-0820 x560**	Fax: **417-625-4738**		

WORK AUTHORIZATION NUMBER AMA-OC-18-001
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 **AMA-OC-18-001** exceed the sum of One Hundred Sixty-Four Thousand Three Hundred Fifty-Two and 00/100 Dollars ($164,352).

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, 2018, 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 Two Million Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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 Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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

Lynden Lawson, Asst. Director of Public Works – Ops.

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: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Dean A. Willis, P.E.

Title: President

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

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EXHIBIT A

Project Name/Description: **Turkey Creek WWTP Screw Pump Replacement and Miscellaneous Other**

Consultant: **Allgeier, Martin and Associates, Inc.**

Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.

A1.01 *Conceptual Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and

Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

13. Perform or provide the following other Study and Report Phase tasks or deliverables:

14. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.

15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

C. Billing/Payment Processing Options

1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

2. ~~Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent – Preliminary plans, 60 percent Right of Way plans, 90 percent Final plans and bid documents, 100 percent project completion.~~

A1.02 Preliminary Design Phase - (30 percent plans)

A. Proceed with Preliminary Design Phase after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, and Indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Include on plans, property lines, structure locations, ownership names and contact information.

3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

4. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"

5. Visit the Site as needed to prepare the Preliminary Design Phase documents.

6. Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.

7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer

to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

10. Development communication plan for project: considering the use of door hangers, letters, public meetings, changeable message boards.

11. Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).

B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.

D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)

A1.04 Surveying Services – General

A. Control Survey

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.
All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

Control points and temporary bench marks will be set inter-visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.

B. Engineering Survey
Provide topographic engineering survey for the length of the project to facilitate design.

Provide a survey of all existing surface and sub-surface utilities in the project corridor.

C. Property Boundary Survey/Right-of-way Survey/Easements
Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of-way plans.

D. Right-of-way and Easement Description Preparation
Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.

E. Right-of-way and Easement Staking

During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.

Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes.

~~F. Existing United States Public Land Survey System Corners~~

All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.

H. Other Services

Services not covered by A through F that are determined in the scoping meeting to be necessary for completion of the project.

A1.05 Right of Way Plan Phase – 60 percent plans

A. Determine parcels and parcel ownership information to be included on right of way plans.

B. Determine parcel size.

C. Prepare R.O.W. plan tabulation sheet.

D. Prepare R.O.W. plan sheets showing easement and right of way takings.

E. Furnish 6 review copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.

G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.

A1.06 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. ~~Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.~~

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. ~~Contract shall include contractor provided changeable message signs to communication construction information.~~

10. Furnish for review by Owner, its legal counsel, and other advisors, 6 copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for

proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

A1.07 Bidding Phase

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

4. ~~If Federal funding is involved, set up prequalification's for contractor. This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file~~

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for

execution by Owner and Contractor, and in issuing notices of award of such contracts.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

A1.08 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth

3. ~~*Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified.~~

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with

the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

    a) Identify discrepancy
    b) Contractor submits pricing
    c) Cost analysis by Project Manager
    d) Submit Conceptual Plan to MoDOT and FHWA, if applicable
    e) Receive conceptual approval from both agencies and give contract Notice to Proceed
    f) Change in work complete, submit official change Order with Justification and copy of conceptual to MoDOT and FHWA if applicable (justification provided by City Project Manager)
    g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

19. *Change Proposals and Claims:*

a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a) Determine the amounts that Engineer recommends Contractor be paid. ~~Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract.~~ Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered

at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. ~~Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.~~

3. ~~Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:~~

   a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
   b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
   c) A final list of acceptance testers used on the project and a certification stating:

      "The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing." Any deviations from the specifications must be explained along with the reason for acceptance.

      "All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

      "The project was constructed substantially in conformity with the plans and specifications for the project."

   d) ~~Contractor certification and city recommendation:~~

Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.

The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

ATTACHMENT NUMBER ONE TO EXHIBIT A
OF WORK AUTHORIZATION NUMBER AMA-OC-18-001 TO AGREEMENT
FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for
Engineering Services Associated with the 2017 On-Call Services Agreement Dated March 10, 2017)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, bidding, construction phase and resident project representation services as hereinafter stated which include customary civil, structural, and mechanical engineering services.

1.1.2 Coordinate with the OWNER the planning, design, bidding, and construction phase engineering work associated with the replacement of a headworks screw pump at the Turkey Creek WWTP; and also replacement of the boiler/sludge heat exchanger at the north anaerobic digesters.

1.2 Environmental and Regulatory Clearances and Permitting

1.2.1 The project is considered to represent maintenance of the associated facilities and will be undertaken with the understanding that no review or approval of the planned work by the Missouri Department of Natural Resources will be needed, and no Environmental Clearances and/or Land Disturbance and Storm Water permitting will be required for this project, therefore, the Engineer shall not be responsible for the preparation or production of any such items.

1.3 Planning and Design Phases.

1.3.1 ENGINEER shall provide the Planning and Design Phase services for the project as outlined in Exhibit A of this project Work Authorization.

1.4 Construction Phase

1.4.1 ENGINEER shall provide the basic Construction Phase services for the project as outlined in Exhibit A of this project Work Authorization.

1.4.2 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work.

1.5 Resident Project Representation.

1.5.1 ENGINEER shall provide Resident Project Representation services as needed and/or as requested by the OWNER, with an anticipation that the services will be provided on a part-time basis with an estimated construction duration of 12 weeks. ENGINEER shall furnish a part-time resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. It is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.5.1.1 The RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.5.2. Duties and Responsibilities of RPR.

1.5.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.5.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.5.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.5.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.5.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.5.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.5.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.5.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.5.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.5.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.5.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.5.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.5.3 Limitations of Authority. Resident Project Representative:

1.5.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.5.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.5.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.5.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.5.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.5.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.5.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.5.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

2. TERMS

2.1 Schedule: The planning and design phase services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) for the project is provided by the OWNER. The preparation of design plans, contract documents and specifications shall be completed within 90 calendar days after receipt of the NTP. It is assumed that bidding of the project will immediately follow completion of the design documents, and the project will proceed to the construction phase in an expeditious manner. The bidding of the project and award of the construction contract are anticipated to take 90 days following the OWNER's approval to place the project out for bids. The time required to complete the construction phase of the project will be dictated by the project scope, equipment delivery times, and weather conditions. Bidding and construction phase elements shall be undertaken in as expeditious a manner as possible in light of the purposes of the contract.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT/ESTIMATED FEE

3.1 Payment to Engineer shall be at the hourly Labor Rates and Non-Labor Rates set forth in the Attachment Number Two to Exhibit A - "RATE SCHEDULE 2018"; with a total compensation ceiling of $164,352.00, as set forth in Work Authorization Number **AMA-OC-18-001** to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Design Phase Services	$60,300
Bidding and Construction Phase Engineering Services	$49,612
Resident Project Representation Services	$54,440
Total Estimated Maximum Fee	$164,352

ATTACHMENT NUMBER TWO TO EXHIBIT A

RATE SCHEDULE
2018

LABOR RATES

Classification	Hourly Billing Rate 01/01/2018 Thru 12/31/2018
Principal/Engineer IV	$195
Principal/Engineer III	$180
Project Manager/Engineer II	$160
Project Manager/Engineer I	$145
Technician III/GIS Specialist	$132
Technician III	$112
Technician II	$100
Technician I	$94
Two-Man GPS Survey Crew	$185
One-Man GPS Survey Crew	$145
Three-Man Survey Crew	$201
Two-Man Survey Crew	$160
Registered Land Surveyor II	$170
Registered Land Surveyor I	$150
Survey Crew Member	$76
Right of Way Specialist	$116
Project Representative III	$112
Project Representative II	$100
Project Representative I	$92
Secretary/Assistant	$76
Print Specialist	$76

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

Item	Rate
Travel	$0.53 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 16, 2018
COUNCIL BILL NO. 2018-102

Item: Amendment No. 1 to Work Authorization with Joplin Joint Engineering Team for Professional Engineering Consulting Services for 20th Street Improvements

Originating Department: PUBLIC WORKS - ENGINEERING

Attachments: 1) Amendment No.1
2) Original Work Authorization No. JET DR-2 PAP 7-1
3) Council Bill 2018-102

Engineering: David Hertzberg	Date:
Planning & Zoning: Troy Bolander	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of amendment 1 to work authorization JET DR-2 PAP 7-1 20th Street with Joplin Joint Engineering Team(JET) in the not to exceed amount of $112,592.00 for professional engineering consulting services for the 20th Street improvement project.

Background: In October 2017 City Council approved a contract to allow JET to provide the City with professional engineering services. The original contract was for $433,000. Services included design, bidding, construction management, field survey, material testing, and payroll compliance review. The extents of the project for the contract was 20th Street from Main Street to Connecticut Avenue and this was considered Part 1. Part 2 is Connecticut Avenue to Range Line Road and is being administered by Anderson Engineering.

Discussion: The following items below are needed for completion of the construction portion of 20th Street, as when the work authorization for this was originally executed, it was with the understanding that the contractor would be doing all of Part 1 first lasting 6 months. Then the contractor would work on Part 2 second lasting 6 months. Due to the combining and expanding of the project to include not only the 20th Street work but also the school entrance and other storm water projects it added additional work and inspection time to the contract. There were also some additional inspection fees for construction related services because of utility schedule conflicts for relocations and other conditions that caused the schedule to be altered. This amendment reflects the amount of work necessary to complete the remaining work to finish the project.

Recommendations: Staff recommends approval of amendment 1 to work authorization JET DR-2 PAP 7-1 20th Street with Joplin Joint Engineering Team in the not to exceed amount of $112,592.00 for professional engineering consulting services for the 20th Street improvement

project on an emergency basis, per Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Associates DBA: Joplin Joint Engineering Team Address: 702 S. Main Street Joplin, Missouri 64801	
Attention: David Hertzberg, PE Troy Bolander		Attention: Jack Schaller, PE Clayton Cristy, PE	
Department: Public Works Department Planning & Community Development Department		Phone: 417-781-0643	Fax: 417-781-4714
Phone: 417-624-0820, Ext 500	Fax: 417-625-4738	Amendment 1 for Additional Monies for JET DR-2 PAP 7-1 20th Street	

AMENDMENT __1__ TO WORK AUTHORIZATION NUMBER JET DR-2 PAP 7-1 20th Street
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

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

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

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number JET DR-2 PAP 7-1 20th Street exceed the sum of One Hundred Twelve Thousand Five Hundred Ninety Two Dollars ($ 112,592.00).

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, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation….Statutory coverage per RSMo 287.010 et seq.
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at Two Million Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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 Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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 Associates DBA Joplin Joint Engineering Team

By: _____

Printed Name: John S. Olsson, P.E.

Title: Senior Vice President

Date: 1/3/18

By: _____

Printed Name: Jack Schaller, P.E.

Title: Senior Engineer

Date: 1/3/18

CITY OF JOPLIN, MISSOURI

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

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
Troy Bolander
Director of Planning and Community Development

Date: _____

Exhibit A for Amendment #1
For
Work Authorization Number JET DR-2 PAP 7-1 20th Street 1

Basic Infrastructure

Reasoning for JET DR-2 PAP 7-1 20th Street 1 needing additional monies (see below)
The following items below are needed for completion of the construction portion of 20th Street, as when the WA for this was originally executed, it was with the understanding that the contractor would be doing all of Part 1 first lasting 6 months. Then the contractor would work on Part 2 second lasting 6 months. Since we were only responsible for Part1 we estimated time for 6 months. The city since that time allowed the contractor to work on both sections the full time, thus increasing the need for inspection on our end from 6 months to 12 months. This amendment reflects the amount of work necessary to complete the remaining work to finish the project.:

There is a letter attached that defines in more detail. See attached letter.

Summary of Fees

Our scope of service revised as detailed above is outlined in Exhibit A for Amendment #1 the additional monies required to complete the work remaining under Work Authorization JET DR-2 PAP 7-1 20th Street. See the attached for reasons for JET DR-2 PAP 7-1 20th Street needing additional monies.

TranSystems

1329 E 32nd
Suite 7
Joplin, Missouri 64804
Tel 417 622 4833
Fax 816 329 8601

www.transystems.com

Mr. Jack Schallar, PE
Olsson Associates
702 South Main Street
Joplin, Mo 64801

RE: JET Amendment Request for 20th Street Project October 23, 2017

Jack:

We are requesting an amendment to our fees for the 20th Street project. The basis of the amendment request is that the design, bidding and construction inspection of the project has been substantially different than the original contract.

Combining and Expanding the Project
The originally estimated construction cost for the 20th Street project when both JET and TranSystems signed the agreements was $2.52 million. Several additions to the plans were made, with the resulting bid price for the base bid and alternates for the 20th Street portion being $3.21 million. A few of the easily quantifiable additions include the improvements to Indiana in front of the school and four additive alternates, all of which totaled $330,000 in construction costs.

The City directed the JET team to combine the adjacent projects along 20th which resulted in us providing services on a bid package, contract documents and pay documents for a project that had a construction cost of over $7.5 million instead of the $2.52 million originally planned. As we previously discussed with Dan Salisbury and others at the City, while there is an advantage to the City in potentially reducing construction costs, there were obviously additional engineering services required to do this. There was also an issue in obtaining the contract documents from Deloitte and we literally prepared three different sets of contract documents. Also, when the 20th Street project was a separate project, the construction was to be complete by the end of the year. Based on the contractors current schedule with the combined projects, completion will now be April 7, 2018.

In fairness to the City, our current contract covers inspection through the end of the 2017; therefore the amendment should be divided into two parts:

A-1) Adding fees that will be incurred in 2017 due to the coordination and scope changes mentioned above. Attached is a spreadsheet that:

1) lists the originally budgeted items, and requested amendment amounts for:
   - 01 Project Management
   - 02 Biddging Phase
   - 03 Construction Administration
   - 04 Coordination

As you can see, the current amount of overage is $35,413 and the projected amount for combining the projects is $61,466. For this item, we are therefore requesting an additional amount of $61,466 for these services.

A-2) Re-Design of High School Entrance: As you know, re-design of the High School entrance onto 20th Street was required due to unforeseen conditions of the existing structure, i.e., the headwall and collar of the existing structure was buried, and when uncovered, it became apparent that the originally designed entrance would interfere with the structure. The least costly construction alternative was to re-design the entrance to avoid structural modification to the culvert. The work required to do this is summarized in the attached spreadsheet. We are therefore requesting an addition amount of $6,824 for these services.

B)Adding fees for construction related services for contract time extending into 2018. The contractors current schedule is for a completion date of April 7, 2018 for our portion of 20th Street. Through April 7th, there are 70 working days in 2018, or 16 weeks, however we feel that 2 months, or 8 weeks, or 35 working days is adequate in 2018. Assuming an average of 9 hrs of inspection for 35 working days, per working day , this equates to 315 hrs of inspection time. Assuming 8 hours per week for construction administration for 8 weeks results in 64 hrs. We have also included 20 hours for project management. The attached spreadsheet summarizes these additions. For this item, we are therefore requesting an amendment of $44,302 for these services. This additional inspection fee would be invoiced based on hourly rates and on actual time the contractor works.

Summary

We are requesting contract amendments for:

1. $61,466 for combining the bidding of the projects that will cover costs incurred to date and projected through 2017. There is also an additional design cost of $6,824 for the re-design of the high school entrance due to unforeseen site conditions.
2. $44,302 for fees for construction related services in 2018.

We appreciate the opportunity to work on this project. Should you have any questions or comments, please contact me.

Very Truly Yours,



Shawn Turner, PE

A-1: Additional Bidding and Contract Administration due to Combining Projects					
	Current Contract Budget	*Current Amount Used*	*Amount of Current Overage*	*Projected Final Budget Amount Needed*	*Requested Ammendment Amount*
01 - Project Management	$ 10,206.00	$ 12,018.00	$ 1,812.00	$ 20,000.00	$ 9,794.00
02- Bidding Phase	$ 24,038.00	$ 38,655.00	$ 14,617.00	$ 38,655.00	$ 14,617.00
03-Construction Administration	$ 18,820.00	$ 37,804.00	$ 18,984.00	$ 50,000.00	$ 31,180.00
04-Coordination	$ 14,125.00	$ 14,125.00	$ -	$ 20,000.00	$ 5,875.00
Total	$ 67,189.00		$ 35,413.00	$ 128,655.00	**$ 61,466.00**

A-2: Re-Design of Entrance into High School			
Employee	*Hourly Billing Rate*	*Number of Hours*	*Extended Total*
Shawn Turner	$ 219.00	$ 4.00	$ 876.00
Doug Parke	$ 219.00	$ 2.00	$ 438.00
Erick Parke	$ 149.00	$ 20.00	$ 2,980.00
William Adams	$ 149.00	$ 2.00	$ 298.00
Jon Batchelor	$ 93.00	$ 16.00	$ 1,488.00
Chris Roberts	$ 93.00	$ 8.00	$ 744.00
Requested Amendment Amount			**$ 6,824.00**

B: 20th Street Inspection in 2018			
	Hourly Billing Rate	*Number of Hours*	*Extended Total*
Shawn Turner	$ 219.00	$ 20.00	$ 4,380.00
Justin Lange	$ 98.00	$ 315.00	$ 30,870.00
Jon Batchelor	$ 93.00	$ 64.00	$ 5,952.00
Reimbusable expenses			$ 3,100.00
Requested Amount			**$ 44,302.00**

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 17, 2016
Council Bill No. 2016-144
Item: Work Authorization with JET Associates for Continuing Engineering Services Associated with the 20th Street Improvements from Main Street to Connecticut Avenue

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Council Bill No. 2016-144
3) Location Map

Department Head: Troy Bolander
Department Head: Nicholas A. Heatherly
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of a work authorization with JET Associates in the not to exceed the amount of $433,000.00 for Continuing Engineering Services Associated with the 20th Street Improvements from Main Street to Connecticut Avenue. Funded through CDBG-DR

Background:
In July, 2015 City Council approved the Capital Plan for the expenditure of CDBG-DR funds which included this project. In September of 2015 the City of Joplin approved a contract for $899,000 with JET Associates for the design, bidding and construction management for the 20th Street Improvements from Main Street to Connecticut Avenue. The current contract amount is now $682,058 after deferring the bidding and construction management tasks until additional funds were available and a total of $30,058 was shifted to 20th Street Improvements from Main Street Improvements. Funds are now released to continue the 20th Street Project.

Discussion: Therefore, this continuing work authorization provides for $433,000 to complete the deferred tasks plus the additional tasks of field survey services, materials testing and payroll compliance reviews. The construction of this project is anticipated for 2017.

Recommendation: Staff recommends approval of a work authorization with JET Associates in the not to exceed amount of $433,000.00 for Continuing Engineering Services Associated with the 20th Street Improvements from Main Street to Connecticut Avenue be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Olsson Associates DBA: Joplin Joint Engineering Team Address: 702 South Main Street Joplin, Missouri 64801	
Attention: Nicholas A. Heatherly, PE, CFM Troy Bolander		Attention: Jack Schaller, PE jschaller@olssonassociates.com	
Department: Public Works Department Planning & Development Department		Phone: (417) 781-0643	Fax: (417) 781-4714
Phone: 417-624-0820, Ext 500	Fax: 417-625-4738	Continuing 20th Street rehabilitation services JET DR-2 PAP 7-1 Federal Project Number: B-13-MS-29-0001	

WORK AUTHORIZATION NUMBER JET DR-2 PAP 7-1 20th Street
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***.

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 JET DR-2 PAP 7-1 20th Street exceed the sum of Four Hundred Thirty-Three Thousand Dollars ($433,000.00).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to cancellation or non-renewal 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

All policies except for the professional liability policy 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:ffinsurance.mo.govfindustryfsovimmunity.php).

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 etseq. 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 Two Million Seven Hundred Thirty Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) 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 Seven Hundred Thirty Four Thousand Five Hundred Sixty Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty Five and no/100 Dollars ($410,185.00) 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 on both a per-claim and an aggregate basis. 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 Associates, DBA: Joplin Joint Engineering Team

By: _____

Printed Name: John S. Olsson

Title: Senior Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

By: _____
Troy Bolander
Director of Planning & Development

Date: _____

EXHIBIT A

The City of Joplin Travel Policy shall be included by reference and adopted in the scope of the 20th Street Project.

This Exhibit includes the following for the 20th Street Project:

Total Project Fee Summary 5

General Scope (Strikethrough version) 6-20

Clarification of Services 21-25

Reimbursable Expense Schedule.....26-27

Billing Rate Table 28-35

Total Project Fee

20th Street Streetscape

Task No.	Task Description	Fee Estimate
1	Project Management	$ 50,068
2	Survey	$ 99,890
3	Bidding Phase	$ 25,521
4	Construction Administration	$ 50,544
5	Construction Inspection	$ 154,258
	Expenses (per attached Expense Schedule)	$ 52,719
	Total Project Cost (for tasks listed above)	$ 433,000

Project Name/Description: PAP 7-1 20th Street
Consultant: Olsson Associates DBA: Joplin Joint Engineering Team

Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below. **See also attached Exhibit A for further clarification of scope of services, assumptions, and exclusions.**

PART 1 – BASICSERVICES *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

~~A1.01 *Conceptual Phase*~~

~~A. Engineer shall:~~

~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~

~~If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.~~

~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~

~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~

~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~

~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~

~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~

~~8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and~~

Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

13. Perform or provide the following other Study and Report Phase tasks or deliverables: ---

14. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.

15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

C. Billing/Payment Processing Options

1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

2. Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent – Preliminary plans, 60 percent Right of Way plans, 90 percent Final plans and bid documents, 100 percent project completion.

~~*A1.02 Preliminary Design Phase – (30 percent plans)*~~

~~A. Proceed with Preliminary Design Phase after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, and Indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.~~

~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~

~~2. Include on plans, property lines, structure locations, ownership names and contact information.~~

~~3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.~~

~~4. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"~~

~~5. Visit the Site as needed to prepare the Preliminary Design Phase documents.~~

~~6. Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.~~

~~7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.~~

~~8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.~~

~~9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer~~

to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

10. Development communication plan for project; considering the use of door hangers, letters, public meetings, changeable message boards.

11. Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).

B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.

D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)

A1.04 Surveying Services – General

A. Control Survey

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.
All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

~~Control points and temporary bench marks will be set inter-visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.~~

~~B. Engineering Survey~~

~~Provide topographic engineering survey for the length of the project to facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.~~

~~C. Property Boundary Survey/Right-of-way Survey/Easements~~

~~Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of-way plans.~~

~~D. Right-of-way and Easement Description Preparation~~

~~Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.~~

~~E. Right-of-way and Easement Staking~~

~~During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.~~

~~Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes.~~

~~F. Existing United States Public Land Survey System Corners~~

~~All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.~~

~~G. Survey Records~~

~~Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.~~

~~H. Other Services~~

~~Services not covered by A through F that are determined in the scoping meeting~~

to be necessary for completion of the project.

A1.05 Right of Way Plan Phase – 60 percent plans

A. Determine parcels and parcel ownership information to be included on right of way plans.

B. Determine parcel size.

C. Prepare R.O.W. plan tabulation sheet.

D. Prepare R.O.W. plan sheets showing easement and right of way takings.

E. Furnish 6 review copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.

G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.

A1.06 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence,

documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Contract shall include contractor provided changeable message signs to communication construction information.

10. Furnish for review by Owner, its legal counsel, and other advisors, 6 copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

A1.07 Bidding Phase

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization

~~by Owner to proceed,~~ Engineer shall:

1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, ~~attend pre-bid conferences~~, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

4. ~~If Federal funding is involved, set up prequalification's for contractor.~~ This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file.

~~5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.~~

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

A1.08 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, ~~and upon written authorization from Owner~~, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site

to assist the Engineer ~~(unless provided by the city)~~, and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth.

~~3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified.~~

~~4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.~~

5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to

provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

    a) Identify discrepancy
    b) Contractor submits pricing
    c) Cost analysis by Project Manager
    ~~d) Submit Conceptual Plan to MoDOT and FHWA, if applicable~~

e) ~~Receive conceptual approval from both agencies and~~ give contract Notice to Proceed

f) Change in work complete, submit official change Order with Justification ~~and copy of conceptual to MoDOT and FHWA if applicable~~ (justification provided by City Project Manager)

g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

c) ~~Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed~~.

19. *Change Proposals and Claims:*

a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the

Engineer will not resolve the Change Proposal.

b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 Post-Construction Phase

A. ~~Upon written authorization from Owner~~ During the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:

   a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
   b) The city's final acceptance letter showing the number of working days or

calendar days charged, completion date and the amount of liquidated damages, if any.

c) A final list of acceptance testers used on the project and a certification stating:

"The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing." Any deviations from the specifications must be explained along with the reason for acceptance.

"All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

"The project was constructed substantially in conformity with the plans and specifications for the project."

~~d) Contractor certification and city recommendation:~~

~~Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.~~

~~The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.~~

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

~~PART 2 – ADDITIONAL SERVICES~~

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

EXHIBIT A

CLARIFICATION OF SERVICES

20TH STREET IMPROVEMENTS

The following Clarification of Services, Assumptions, and Exclusions further define the ENGINEERING SERVICES AGREEMENT (Revision Date 8-25-2015) for the above reference project.

A. PROJECT DEFINITION: 20TH STREET IMPROVEMENTS

This improvement project will provide, pavement rehabilitation and the addition of Americans with Disabilities Act (ADA) -compliant sidewalks with pedestrian-friendly amenities on both sides of 20th Street from Main Street to Connecticut Avenue (excluding the area from Indiana Avenue to New Hampshire Avenue). Total project length is approximately 4200 feet.

The scope of work for this project as included in this partial action plan can generally be described as follows (for more detail reference Engineering Services Agreement and this Exhibit):

- Incorporate final City comments and finalize plans, specifications, and estimates;
- Incorporation of FEMA work to bid documents;
- Bidding;
- Utility Coordination;
- Right of Way Negotiations
- Construction Observation;
- Construction Administration;
- Construction Inspection;
- Surveying Services;
- Materials Testing.

B. CLARIFICATION OF SERVICES

1. **Plan Finalization for Bidding:** Review, finalize, and incorporate final revisions to Drawings and Specifications, other Construction Contract Documents, Right of Way Documents, Utility Coordination Documents, bidding-related documents, and the most recent opinion of probable Construction Cost, after review of final plans and contract documents by the Owner.

2. **Pre-Bid and Pre-Construction Conferences:** Conduct both Pre-Bid and Pre-Construction Conferences and distribute minutes accordingly. Issue any addendums that arise out of Pre-Bid conference, and any clarification that may arise out of the Pre-Construction conference.

3. **Utility Coordination:** The JET team will perform continued utility coordination efforts associated with the project. These services will include a review of the utility prepared relocation drawings and coordination with the construction plans, coordination of construction related issues, and coordination with utility companies related to ongoing right of way acquisition efforts. Services

include up to 10 hours of staff time. Should services beyond this allowance be required JET will prepare a supplemental agreement.

4. **Surveying Services:** JET Team shall perform professional services as requested by Contractor pursuant to the conditions provided herein. These services will include field staking as those services are requested by Contractor or the Contractor's designated representative. **All staking services are based on one-time staking of each specified element.**
   a. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements. JET Team will establish additional Temporary Bench Marks no greater than 500 foot intervals, as necessary.
   b. Center Line Grade: Prior to the Contractor starting construction, check existing pavement elevations against the plan finished grade elevations on 50 foot stations for the length of the project.
   c. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points shall be set on 100 foot intervals.
   d. Stake Temp Easements and Right-of-Way: Set points to be used for the location temporary construction easements and permanent right-of-way. Stakes shall be set at 50 foot horizontal interval and at bends, radius points and other curve elements as required.
   e. Stake Curb & Gutter: Set offset stakes for construction of approximately 12,000± LF feet of concrete curb & gutter. Stakes shall be set at 50 foot horizontal interval and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to top/back of curb.
   f. Stake ADA Ramps: Set offset stakes for construction of 61 ADA Ramps (7,100± SF). Stakes shall indicate cut/fill to finish grade.
   g. Stake Paved Drive Approaches: Set offset stakes for construction of 71 driveway approaches. Stakes shall indicate cut/fill to finish grade.
   h. Stake Sidewalk: Set offset stakes for construction of concrete sidewalk along each side of 20th Street and on side streets as per plan. Stakes shall be set at 50 foot horizontal interval and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to finish grade.
   i. Stake Storm Water Improvements: Set two offset stakes for storm water structures and ends of pipes. JET Team shall set offset stakes at 50 foot stations on approximately 4,150± LF of storm water pipes. Stakes shall indicate cut/fill to flow lines and inlet tops.
   j. Stake Lighting: Set offset stakes for construction of the approximately 99 light pole bases. Stake shall indicate cut/fill to finish grade.
   k. Tree Wells: Set offset stakes for construction of the 72 tree wells. Stake shall indicate cut/fill to finish grade.
   l. Miscellaneous Staking: Provide 40 crew hours of field staking on additional items as requested.

5. **Construction Testing Services:** Construction materials testing will be performed on this project in general compliance with the Standard Specifications for The City of Joplin, Missouri last updated May 31, 2016. The JET Team will provide quality assurance testing which shall include:

   a. Materials Testing
      i. 600 cylinder breaks (120 concrete tests-5 cylinders per test)-CONCRETE
      ii. 5 Base Proctor
      iii. 5 Atterberg
      iv. 12 Lab Tests (based on 8548 tons of asphalt)-ASPHALT

   b. Earthwork
      i. Observe stripping and grubbing of construction areas prior to placement of fill.
      ii. Sample fill materials for standard Proctor, Atterberg limits, and other requisite lab testing
      iii. Perform field moisture-density testing of structural fill, backfill, and subgrade preparation

   c. Asphaltic Concrete
      i. Perform verification testing in accordance with the Missouri Standard Specifications for Highway Construction. Tests and frequencies of testing are referenced in Table 403.19.3.
      ii. Perform tests to determine mixture properties, gradation, deleterious content, and asphalt content on the retained portion of the QC samples at least once per week.

   d. Portland Cement Concrete
      i. Observe condition of the subgrade and reinforcing steel prior to placement of concrete.
      ii. Determine that the concrete is delivered, conveyed, and consolidated into curbs, gutters, and formwork in accordance with the project specifications.
      iii. Perform field tests on concrete delivered to the project site including concrete temperature, slump and air content.
      iv. Cast cylinders from concrete placed for compressive strength testing.
      v. Cure in the field, transport to and cure in our laboratory concrete cylinders until broken.

6. **FEMA Incorporation:** The project shall include incorporating FEMA funded construction items into the 20th Street bid documents. Location of the damage by site number is described as follows (Site numbers related to the FEMA application which details the location and type of work to be performed by the contractor that is awarded the project):

Type	Site Number
Catch Basin	7
Street	192

   a. **Project Management:** Consultant shall work to provide the necessary project management needed to coordinate the bid documents for the construction of FEMA related activities. Consultant shall provide project management of the FEMA funded aspects of the project. Responsibilities include internal, and external meetings with client and six (6) monthly progress meetings.

b. **Bid Document Preparation:** Consultant shall work to identify FEMA funded construction locations to be included in the 20th Street Improvements bid documents and related work needed at each location.

i. Consultant shall provide bid document preparation and coordination of the FEMA funded aspects of the project. Responsibilities include identifying each site and providing details on the necessary infrastructure replacement needed at each site.

ii. The following items will be provided to the City:
   a. Engineering's estimate of probable cost
   b. Quantities Tabulation
   c. Special Provisions (as needed)
   d. Incorporation of information into 20th Street Improvements bid documents.

6. Grant Probable Compliance Verification

Olsson shall provide the following services or items to be certified by the Grant Administrator:

a. Prepare the pre-construction report and minutes of the bid opening
b. Prepare the Start of Construction Notice
c. Obtain affidavits of publication for bids in a general circulation newspaper (newspaper of widest circulation in the region)
d. Obtain affidavits of publication for bids in minority and trade publications or evidence of direct solicitation
e. Upon opening of bids, Olsson will verify contractor eligibility – through SAM.gov
f. Review certified payrolls to verify and provide letter of probable compliance:
   - complete with names, four-digit identification number, work classifications, hourly rates, etc.
g. Documentation of fringes per hour for each classification, if applicable
h. Apprentice documentation, if applicable
i. Payroll review documentation
   - Employee interviews to cover a representative number of trades throughout the project (2 interviews, twice monthly)

C. PROJECT ASSUMPTIONS

1. Fees can be shifted between tasks.
2. The City will issue notice to proceed by City Council Approval.
3. Final plan reviews completed by City by City Council Approval.
4. The estimated construction period for the portion of work detailed in the 20th Street Project is 12 construction months. If the project is put on hold, then addition fees may be incurred due to project delays or extensions.
5. The project is being combined into one bid package with Project 1 Storm Project #6 and Project 1 Storm Project #14 and the work is expected to be completed by one general contractor.
6. Storm Project #6 and Storm Project #14 will remain separate projects, but will bid in combination with 20th Street.
7. Utility relocations and design shall be completed by the respective utility company.

8. The land disturbance permit and SWPPP will be handled under the City's operating permit. The contractor shall be responsible for maintaining and updating the SWPPP. Furthermore, the contractor is responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMPs as set for in the SWPPP to meet all applicable city, state, and federal laws.
9. Survey:
    a. Staking for Utilities shall be performed at the time of project construction. Additional survey prior to construction shall be additional services.
    b. Fees include Office Calculations, Staking Supplies, Mileage and Travel Time to and from site. All staking shall be performed utilizing either Total Station or GPS technologies.
    c. All hours shown are an estimate based on one-time staking of each of the specified elements
    d. Contractor must request services 48 hours prior to needing a field crew on-site. **All survey services are based on one-time staking of each specified element.**
10. Construction Testing Services:
    a. Construction Testing Services will be provided during five (5), eight (8) hour days per week, Monday through Friday. The budgeted services do not include nighttime, weekend, or overtime hours. Should the JET Team be required to work additional overtime hours, these services will be billed at 1.5 times the regular labor rate. We will prepare addenda for these additional services on a monthly basis as they are incurred.
    b. Our fees are based on providing 1 full time inspector for the project. Should additional inspectors be required, a supplemental agreement will be prepared.
    c. We have estimated that these projects will require the utilization of construction observation and materials testing personnel over a 12 month time period. Should the projects be timed in a manner requiring the Jet Team to provide observation and testing personnel for more than 12 months, a supplemental agreement will be required.
    d. Our fees were determined assuming that the following projects will take place concurrently over a 12 month time period:
        i. Storm Project #6 – 20th Street and Rhode Island Avenue Culvert & 18th and Massachusetts Avenue Culvert;
        ii. Storm Project #14 Iowa Street Improvements 15th Street to 20th Street.
11. Project shall include tracking replacement of infrastructure funded by FEMA:
    a. Fees can be transferred between phases and tasks.
    b. The FEMA construction duration is 6 consecutive months.
    c. Full-time construction inspection is not required.

D. EXCLUSIONS

1. Right of Way monumentation.
2. Record drawings will be provided based on contractor provided markups. No post-construction survey will be completed.
3. Utility design, including waterline, sanitary sewer, gas, fiber optic, and electric design.
5. Contractor certifications
6. Subcontractor certifications, if applicable
7. All services not specifically listed are assumed to be excluded

REIMBURSABLE EXPENSE SCHEDULE
PAP 7-1 20TH STREET

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:

Travel Related Expenses: The Contractor shall comply with the City of Joplin travel policy with the exception of meal reimbursement. Per diem and incidentals are not applicable. Actual itemized receipts containing proof of payment should be provided for the meal purchased and not exceed the meal category General Services Administration (GSA) rate maximum for the City of Joplin in the City of Joplin travel policy.

Other Project Related Expenses: Other project related expenses not related to travel will be invoiced in accordance with the Reimbursable Expense Schedule and will not be subject to mark-up.

Invoice Reimbursement: The mark-up of charges is not allowed including but not limited to expenses and subcontractor charges.

Clerical	Cost
Automobiles (Personal Vehicle)	$0.540/mile*
Automobiles (OA Vehicle) (in lieu of rental car when available)	$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
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost

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

Total Estimated Travel and Clerical Expense Fees	$27,000

Construction Materials Testing

Testing Assumptions:

Concrete
7,495 LF of Curb
4,153 SF ADA Ramps
8,639 SY Flatwork
120 tests/5 cylinders per test= 600 cylinders
600 cylinders $19/break = **$11,400**
Making of cylinders included as part of inspection time since Olsson will be on site full time.

Soil
5 Soil Proctors @ $165/test = $825
5 Atterberg Soil @ $90/test = $450
Soil Testing= **$1,275**
Density tests of soil included as part of inspection time since we are on site full time.

Asphalt (8548 Tons of SP)
1 test per day and/or per 1000 tons
Density test of asphalt included as part of inspection time since Olsson will be on site full time.

Asphalt Lab Tests
12 Lab Tests @ $1000 = $12,000
12 Times shipping to lab for full testing 20 X $87/ship = $1,044
Asphalt Lab Testing= **$13,044**

Total Construction Materials Testing Fees	$25,719
TOTAL EXPENSE FEES	**$52,719**

OLSSON ASSOCIATES

Billing Rate Table
Joplin CDBG PAP 7-1

Classifications	2016	2017	2018
Design Services			
Principal in Charge	$255.00	$262.65	$270.53
Program Manager	$185.00	$190.55	$196.27
Client Manager	$180.00	$185.40	$190.96
Senior Engineer	$171.00	$176.13	$181.41
Senior Project Engineer	$155.00	$159.65	$164.44
Project Engineer	$132.00	$135.96	$140.04
Associate Engineer	$116.00	$119.48	$123.06
Assistant Engineer	$96.00	$98.88	$101.85
Senior Landscape Architect	$150.00	$154.50	$159.14
Project Landscape Architect	$110.00	$113.30	$116.70
Design Associate	$107.00	$110.21	$113.52
Senior Technician	$86.00	$88.58	$91.24
Associate Technician	$72.00	$74.16	$76.38
Assistant Technician	$61.00	$62.83	$64.71
Student Technician	$61.00	$62.83	$64.71
Field Services			
Senior Surveyor	$148.00	$152.44	$157.01
Surveyor	$92.00	$94.76	$97.60
Survey 1-Man Crew	$120.00	$120.00	$120.00
Survey 2-Man Crew	$150.00	$150.00	$150.00
Senior Scientist	$148.00	$152.44	$157.01
Project Scientist	$112.00	$115.36	$118.82
Associate Scientist	$90.00	$92.70	$95.48
Certified Welder Inspector	$100.00	$103.00	$106.09
ICC Welding Inspector	$100.00	$103.00	$106.09
Bolting Inspector	$100.00	$103.00	$106.09
Standby Time	$100.00	$103.00	$106.09
Steel Technician	$100.00	$103.00	$106.09
Steel Technician Standby	$100.00	$103.00	$106.09
Steel Technician Overtime	$150.00	$154.50	$159.14
Steel Technician Re-Observation	$100.00	$103.00	$106.09
Steel Technician Re-Observation OT	$150.00	$154.50	$159.14
NDT Level II Technician	$110.00	$113.30	$116.70
NDT Level II Standby	$110.00	$113.30	$116.70
NDT Level II Double Time	$220.00	$226.60	$233.40

Classifications (cont.)	2016	2017	2018
NDT Level III Technician	$285.00	$293.55	$302.36
NDT Technician Overtime	$165.00	$169.95	$175.05
NDT 2 Man Crew	$170.00	$175.10	$180.35
NDT 2 Man Crew Re-Observation	$170.00	$175.10	$180.35
NDT 2-Man Crew Overtime	$255.00	$262.65	$270.53
NDT 2-Man Crew Double Time	$340.00	$350.20	$360.71
NDT 3 Man Crew - A (1 Level II)	$235.00	$242.05	$249.31
NDT 3-Man Crew - A (1 Level II) Overtime	$352.50	$363.08	$373.97
NDT 3 Man Crew - B (2 Level II)	$290.00	$298.70	$307.66
NDT 3-Man Crew - B (2 Level II) Overtime	$435.00	$448.05	$461.49
NDT Support Crew	$60.00	$61.80	$63.65
Technician	$60.00	$61.80	$63.65
Technician Re-Observation	$60.00	$61.80	$63.65
Technician Standby	$60.00	$61.80	$63.65
Technician – Overtime	$90.00	$92.70	$95.48
Senior Technician	$70.00	$72.10	$74.26
Senior Technician Re-Observation	$70.00	$72.10	$74.26
Senior Technician Standby	$70.00	$72.10	$74.26
Senior Technician – Overtime	$105.00	$108.15	$111.39
NACE Inspection	$100.00	$103.00	$106.09
NACE Inspection Overtime	$150.00	$154.50	$159.14
SWPPP Inspections	$85.00	$87.55	$90.18
Administrative Services			
Administrative Coordinator	$80.00	$82.40	$84.87
Administrative Assistant	$66.00	$67.98	$70.02
Network Systems Administrator	$97.00	$99.91	$102.91
Secretarial	$52.00	$53.56	$55.17

OLSSON ASSOCIATES

Field Service Unit Rate Table
Joplin CDBG PAP 7-1

Unit Code and Description		2016 Rates	2017 Rates	2018 Rates
STDPCTR OLA	Standard Proctor	$165.00	$169.95	$175.05
MODPCTR OLA	Modified Proctor	$205.00	$211.15	$217.48
OVSZCMP OLA	Oversize Correction	$60.00	$61.80	$63.65
ATERBRG OLA	Atterberg Limits	$90.00	$92.70	$95.48
CLFRPRT	Clay Lumps & Friable Particles in Aggregates	$315.00	$324.45	$334.18
CUTRIAX	Consolidated Undrained Triaxal Comp	$1,600.00	$1,648.00	$1,697.44
CUTRIAX	Consolidated Undrained Triaxal Comp-Remold	$1,950.00	$2,008.50	$2,068.76
LA ABR	Degradation of Aggregate by LAR Machine	$400.00	$412.00	$424.36
DLTMIL	Deleterious Content of Aggregates	$60.00	$61.80	$63.65
	Lightweight Particles in Aggregates	$200.00	$206.00	$212.18
GRAD>34 OLA	Gradation > 3/4"	$120.00	$123.60	$127.31
GRAD<34 OLA	Gradation < 3/4"	$100.00	$103.00	$106.09
MGA S OLA	Grain Size Analysis (Sieves)	$100.00	$103.00	$106.09
MGA H OLA	Grain Size Analysis (Hydrometer)	$165.00	$169.95	$175.05
RELDT	Min/Max Index Density & Unit Weight (Vibatory Table)	$236.00	$243.08	$250.37
RRG	Particle Size Analysis of Riprap Materials	$1,200.00	$1,236.00	$1,273.08
P-200 OLA	Percent Fines (Passing #200)	$60.00	$61.80	$63.65
SPCFGVT OLA	Specific Gravity of Course Aggregate	$145.00	$149.35	$153.83
SPCFGVT OLA	Specific Gravity of Fine Aggregate	$145.00	$149.35	$153.83
%FR CA	Percentage of Fractured Particles in Course Aggregate	$90.00	$92.70	$95.48
MC OLA	Percent Moisture Content	$11.00	$11.33	$11.67
CNHDPRM OLA	Permeability of Granular Soils (Constant Head)	$150.00	$154.50	$159.14
FHDPRM OLA	Permeability of Granular Soils (Falling Head)	$150.00	$154.50	$159.14
	Moisture Content by Microwave	$16.00	$16.48	$16.97
DRYDENS OLA	Dry Density Test	$21.00	$21.63	$22.28
DST	Direct Shear Test of Soils (1 pt)	$450.00	$463.50	$477.41
1 PT	One Point Procter Verification	$55.00	$56.65	$58.35
ORGIMP OLA	Organic Impurities in Fine Aggregate	$95.00	$97.85	$100.79
UCT OLA	Unconfined Compressive Strength - Soil	$47.00	$48.41	$49.86
CMPS RC	Unconfined Compressive Strength - Rock	$57.00	$58.71	$60.47
UUTRIAX	Unconsolidated-Undrained Triaxial Compression	$150.00	$154.50	$159.14
UNIT WT	Unit Weight	$65.00	$66.95	$68.96
COMPS C OLA	Compressive Strength - Concrete Cylinder	$19.00	$19.57	$20.16
COMPSCC OLA	Compressive Strength - Concrete Core	$52.00	$53.56	$55.17
COMPS G OLA	Compressive Strength - Grout	$38.00	$39.14	$40.31
COMPS B OLA	Compressive Strength - Block	$115.00	$118.45	$122.00

Unit Code and Description (cont.)		2016 Rates	2017 Rates	2018 Rates
HLWPRSM OLA	Compressive Strength - Block Prism	$145.00	$149.35	$153.83
COMPS M OLA	Compressive Strength - Mortar	$38.00	$39.14	$40.31
C BEAM (3 PT)	Flexural Strength - Concrete Beam 3 Point	$62.00	$63.86	$65.78
FLXST OLA	Flexural Strength - Concrete Beam Center PT	$62.00	$63.86	$65.78
CORDNST OLA	Core Density	$28.00	$28.84	$29.71
CORTHIK OLA	Core Thickness	$22.00	$22.66	$23.34
MVE OLA	Vapor Emission Test Kit	$45.00	$46.35	$47.74
A MX VRF OLA	Asphalt Mix Verification Test	$1,250.00	$1,287.50	$1,326.13
A IGNOV OLA	Oil Content - Ignition Method	$170.00	$175.10	$180.35
ARVD	Percent Air Voids in Compacted Paving Mix	$30.00	$30.90	$31.83
CORDNST OLA	Bulk Specific Gravity	$29.00	$29.87	$30.77
A EX	Quantitative Extraction of Bituman Paving Mix	$175.00	$180.25	$185.66
	Gyratory Compaction Bulk Specific (1-point)	$140.00	$144.20	$148.53
MAR D OLA	Marshall Density	$155.00	$159.65	$164.44
STA/FLO	Marshall Stability and Flow	$270.00	$278.10	$286.44
SIEVE	Sieve Analysis of Extracted Gravity	$100.00	$103.00	$106.09
SPCFGZVT OLA	Theoretical Maximum Specific Gravity	$175.00	$180.25	$185.66
TRQWNCH OLA	Torque Wrench	$60.00	$61.80	$63.65
CORMCH OLA	Concrete Coring Equipment - Per Day	$145.00	$149.35	$153.83
MBLAB OLASI	Mobile Lab - Per Month	$400.00	$412.00	$424.36
	Construction Vehicle - Per Mile	$0.75	$0.77	$0.80

CJW
Providing Transportation and Engineering Solutions

5051 S. National, Ste. 4-110
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

	Hourly Rates		
Staff Classification	2016	2017	2018
Principal	$162.00	$167.00	$172.00
Senior Engineer	$143.00	$147.00	$151.00
Project Engineer	$101.00	$104.00	$107.00
Engineer Intern	$69.00	$71.00	$73.00
Project Manager	$79.00	$81.00	$83.00
Inspector	$79.00	$81.00	$83.00
Senior Designer	$79.00	$81.00	$83.00
Senior Designer II	$74.00	$76.00	$78.00
Survey Manager / PLS	$83.00	$85.00	$88.00
Survey Crew Chief	$69.00	$71.00	$73.00
Survey Crew Member	$57.00	$59.00	$61.00
2 Person Survey Crew	$126.00	$130.00	$134.00
3 Person Survey Crew	$181.00	$186.00	$192.00
4 Person Survey Crew	$238.00	$245.00	$252.00
Traffic Data Collector	$27.00	$28.00	$29.00
Engineering Technician	$59.00	$61.00	$63.00
Administrator	$32.00	$33.00	$34.00
Clerical	$27.00	$28.00	$29.00

	Per Federal Rate	
Vehicle		
Copies	$0.10	each
Blueprints	$0.50	SQFT
Real Time GPS Equipment	$250.00	per day
Robotic Prism less Instrument	$195.00	per day

TranSystems

TranSystems Corporation
Schedule of Hourly Rates for 2016
Kansas City Office

Classification	Rate	Classification	Rate
Principal/Civil Engineer V	$288	Industry Specialist V	$288
Civil Engineer IV	$212	Industry Specialist IV	$285
Civil Engineer III	$144	Industry Specialist III	$132
Civil Engineer II	$108	Industry Specialist II	$66
Civil Engineer I	$90	Inspector V	$225
Architect IV	$212	Inspector IV	$128
Architect III	$184	Inspector III	$92
Architect II	$94	Inspector II	$74
Planner III	$134	Marketing Administrator III	$140
Planner II	$90	Marketing Administrator II	$92
Planner I	$80	Administrator II	$90
Scientist III	$114	Administrator I	$62
Scientist II	$88	Surveyor V	$144
Technician V	$162	Surveyor IV	$110
Technician IV	$120	Surveyor III	$90
Technician III	$98	Surveyor II	$72
Technician II	$82	Surveyor I	$56
Technician I	$68	Electrical Engineer III	$160
Principal/ Structural Engineer V	$288	Electrical Engineer I	$124
Structural Engineer IV	$212	Construction Services I	$67
Structural Engineer III	$166	Construction Services II	$81
Structural Engineer II	$128	Construction Services III	$95
Structural Engineer I	$100	Construction Services IV	$115

Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
Vehicle mileage to be paid at the current IRS rate per mile.
The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2016. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

TranSystems

TranSystems Corporation
Schedule of Hourly Rates for 2017
Kansas City Office

Classification	Rate	Classification	Rate
Principal/Civil Engineer V	$297	Industry Specialist V	$297
Civil Engineer IV	$219	Industry Specialist IV	$294
Civil Engineer III	$149	Industry Specialist III	$136
Civil Engineer II	$112	Industry Specialist II	$68
Civil Engineer I	$93	Inspector V	$232
Architect IV	$219	Inspector IV	$132
Architect III	$190	Inspector III	$95
Architect II	$97	Inspector II	$77
Planner III	$139	Marketing Administrator III	$145
Planner II	$93	Marketing Administrator II	$95
Planner I	$83	Administrator II	$93
Scientist III	$118	Administrator I	$64
Scientist II	$91	Surveyor V	$149
Technician V	$167	Surveyor IV	$114
Technician IV	$124	Surveyor III	$93
Technician III	$101	Surveyor II	$75
Technician II	$85	Surveyor I	$58
Technician I	$71	Electrical Engineer III	$165
Principal/ Structural Engineer V	$297	Electrical Engineer I	$128
Structural Engineer IV	$219	Construction Services I	$70
Structural Engineer III	$171	Construction Services II	$84
Structural Engineer II	$132	Construction Services III	$98
Structural Engineer I	$103	Construction Services IV	$119

Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
Vehicle mileage to be paid at the current IRS rate per mile.
The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2017. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

TranSystems

TranSystems Corporation
Schedule of Hourly Rates for 2018
Kansas City Office

Classification	Rate	Classification	Rate
Principal/Civil Engineer V	$306	Industry Specialist V	$306
Civil Engineer IV	$226	Industry Specialist IV	$303
Civil Engineer III	$154	Industry Specialist III	$141
Civil Engineer II	$116	Industry Specialist II	$71
Civil Engineer I	$96	Inspector V	$239
Architect IV	$226	Inspector IV	$136
Architect III	$196	Inspector III	$98
Architect II	$100	Inspector II	$80
Planner III	$144	Marketing Administrator III	$150
Planner II	$96	Marketing Administrator II	$98
Planner I	$86	Administrator II	$96
Scientist III	$122	Administrator I	$66
Scientist II	$94	Surveyor V	$154
Technician V	$173	Surveyor IV	$118
Technician IV	$128	Surveyor III	$96
Technician III	$105	Surveyor II	$78
Technician II	$88	Surveyor I	$60
Technician I	$74	Electrical Engineer III	$170
Principal/ Structural Engineer V	$306	Electrical Engineer I	$132
Structural Engineer IV	$226	Construction Services I	$73
Structural Engineer III	$177	Construction Services II	$87
Structural Engineer II	$136	Construction Services III	$101
Structural Engineer I	$107	Construction Services IV	$123

Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
Vehicle mileage to be paid at the current IRS rate per mile.
The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2018. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

20th St Main to Connecticut



COUNCIL BILL NO. 2016-144 **ORDINANCE NO**

AN ORDINANCE approving an agreement for JET Associates not to exceed Four Hundred Thirty Three Thousand and no/100 Dollars ($433,000.00) for Continuing Engineering Services Associated with the 20th Street Improvements from Main to Connecticut Project and containing an emergency clause.

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

Section 1. Approval of an agreement for JET Associates not to exceed Four Hundred Thirty Three Thousand and no/100 Dollars ($433,000.00) for Continuing Engineering Services Associated with the 20th Street Improvements from Main to Connecticut Project in the City of Joplin, Jasper County.

Section 2. 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 that effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Disaster Recovery Grant Fund.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with JET Associates.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2016 by a _____ vote.

ATTEST: _____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2018-102 ORDINANCE NO.

AN ORDINANCE approving Work Authorization Amendment 1 with Joplin Joint Engineering Team in the not to exceed amount of One Hundred and Twelve Thousand Five Hundred Ninety-Two and No/100 Dollars ($112,592.00) for engineering services associated with the 20th Street Improvements project and containing an emergency clause.

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

Section 1. Approval of Work Authorization Amendment 1 with Joplin Joint Engineering Team in the not to exceed amount of One Hundred and Twelve Thousand Five Hundred Ninety-Two and No/100 Dollars ($112,592.00) for engineering services associated with the 20th Street Improvements project in the City of Joplin, Jasper County.

Section 2. 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 that effect to the Director of Finance.

Section 3. That the City Manager or his designee is hereby authorized to execute a Work Authorization on behalf of the City of Joplin with Joplin Joint Engineering Team.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Appropriations for this contract have been approved by the 2017-2018 budget from CDBG DR Fund.

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

_____, 2018 by a _____ vote.

_____
ATTEST: Michael L. Seibert, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the CDBG DR Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____
Leslie Haase, Director of Finance

COUNCIL BILL NO. 2018-102 ORDINANCE NO.

AN ORDINANCE approving Work Authorization Amendment 1 with Joplin Joint Engineering Team in the not to exceed amount of One Hundred and Twelve Thousand Five Hundred Ninety-Two and No/100 Dollars ($112,592.00) for engineering services associated with the 20th Street Improvements project and containing an emergency clause.

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

Section 1. That the Work Authorization Amendment 1 with Joplin Joint Engineering Team in the not to exceed amount of One Hundred and Twelve Thousand Five Hundred Ninety-Two and No/100 Dollars ($112,592.00) for engineering services associated with the 20th Street Improvements project in the City of Joplin, Jasper County, a true and accurate copy of said agreement being attached hereto, be, and the same, is hereby approved.

Section 2. 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 that effect to the Director of Finance.

Section 3. That the City Manager or his designee is hereby authorized to execute a Work Authorization on behalf of the City of Joplin with Joplin Joint Engineering Team.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Appropriations for this contract have been approved by the 2017-2018 budget from CDBG DR Fund.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2018 by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the CDBG DR Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____
Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 16, 2018
Council Bill No. 2018-103

Item: Construction Contract with D & E Plumbing Inc. for the Surface Project 4010.

Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Location Map
3) Contract
4) Council Bill No. 2018-103

Public Works: David Hertzberg	Date:
Community Development: Troy Bolander	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of a construction contract with D & E Plumbing Inc. in the amount of Two Million Three Hundred Thirty-Three Thousand Eight Hundred Forty-Three and 09/100 dollars $2,333,843.09 for construction of Surface Project 4010, funded through CDBG-DR.

Background: In July, 2015, City Council approved the Capital Plan for the expenditure of CDBG-DR funds which included this project. In October of 2016 the City of Joplin approved a contract with JET Associates for the design, bidding and construction management of various disaster recovery projects which included Surface Project 4010. This project includes replacement of damaged sidewalks, curb & gutters, storm water inlets & pipes, ADA ramps at corners, and street pavement. The area for Surface Project 4010 is from Main Street to Indiana Avenue and from 20th to 26th Streets. This is the second of several similar projects in the recovery area that focuses on repairing damaged public infrastructure in the recovery area.

Discussion: City staff followed the City of Joplin procurement policy. Bids were opened on December 19, 2017 with 7 firms bidding. D & E Plumbing Inc. provided the lowest bid which was below the engineer's estimate. The contractor will start after contracts are signed and weather permits.

Recommendation: City staff recommends approval of a construction contract with D & E Plumbing Inc. in the amount of Two Million Three Hundred Thirty-Three Thousand Eight Hundred Forty-Three and 09/100 dollars $2,333,843.09 for construction of Surface Project 4010 be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.



PROJECT NO: 016-3356	Surface Project 4010 Project Area	OLSSON ASSOCIATES	702 S. Main Street Joplin, MO 64801 TEL 417.781.0643 FAX 417.781.4714	EXHIBIT
DRAWN BY: SMK				1
DATE: 01/02/18				

BID TABULATION

PROJECT: Surface Project 4010

DATE OF BID OPENING: December 19, 2017

CONTRACTOR	TOTAL BID AMOUNT
D & E Plumbing	$2,333,843.09
Hartman and Company	$2,657,821.91
Emery Sapp	$2,669,623.77
Branco	$2,776,550.90
Barnett Inc.	$2,849,000.00
AY1-LLC	$2,837,927.04
Sprouls Construction	$3,073,110.10
Engineer's Estimate	$2,975,491.76

AGREEMENT

CITY OF JOPLIN AND {CONTRACTOR NAME}

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

SURFACE PROJECT 4010

MAIN STREET TO INDIANA AVENUE AND 20TH STREET TO 26TH STREET
CDBG-DR GRANT No. B-13-MS-29-001

The City and Contractor agree to the following:

1. **Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by SEPTEMBER 7TH, 2018. The Director of Public Works shall issue a NOTICE TO PROCEED within 30 days after the date of this contract.

2. **Prevailing Wages**. The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri or the Department of Labor as defined in the Davis-Bacon Act.

   a. **Missouri Wage Rate:** All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

   b. **Davis Bacon:** The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) requires that for all prime construction contracts in excess of $2,000 awarded by non-Federal entities, the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards

Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations to the Federal awarding agency. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

3. **Contract Work Hours and Safety Standards Act**. (40 U.S.C. 3701-3708). Where applicable, in all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. **Insurance Requirements**. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor 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 contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

   The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice 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 Street, Joplin, MO 64801

   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, 2018, 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 Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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. Contractor 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 Contractor, its employees, officers or agents. Contractor 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 Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor 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.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and 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.

h. 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 Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor'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.

5. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of7 **$2,333,843.09** conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

6. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of this project:

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

e. Has not been in breach of contract with the City of Joplin within the last two years.

6.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

6.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

7. **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR §2424 (government debarment and suspension regulations) or by the City of Joplin.

8. **Contractor's Responsibility for Subcontractors**.

   a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.

   b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.

   c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

9. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor 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 Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor 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 Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

10. **Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

11. **Changes.** The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

12. **Breach of Contract Terms.** Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

13. **Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of **$2800.00** per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

14. **Termination**. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any

provisions of the contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

15. **City's Right to Proceed**. In the event this contract is terminated pursuant to Paragraph 14, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

16. **Termination for Convenience of City**. The City shall have the right at any time by providing at least ten (10) days written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

17. **Guards and Lights**. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

18. **Energy Efficiency.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

19. **Liability and Indemnity**.

    a. In no event shall the City be liable to the Contractor 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.

    b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs

(including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims

for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. Copyright. No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. Architectural Barriers. This Act requires that certain federally funded buildings or facilities be designed, constructed or altered to ensure accessibility to, and use by, physically handicapped persons. Buildings or facilities allocated or reallocated GLO-DR funds after December 11, 1995, that meet the definition of “residential structure” (as defined in 24 CFR 40.2) or the definition of “building” [as defined in 41 CFR 101-19.602(a)] are subject to the Architectural Barriers Act and must comply with the Uniform Federal Accessibility Standards.

22. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

23. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

24. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (February 1, 2017 Edition)
e. Special Conditions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
j. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed
n. Restriction on Lobbying
o. Affidavit for Federal Work Authorization Program
p. Certification Regarding Government-Wide Waiver and Release of Liens
q. Certificate of Contractor

r. Subcontractor Disclosure Form
s. Affidavit of Compliance with Prevailing Wage Law
t. Certification of Bidder of Equal Employment Opportunity

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of **Two Million Three Hundred Thirty-Three Thousand Eight Hundred Forty-Three and 09/100 Dollars ($2,333,843.09)** dollars, said amount being subject to any approved addenda or change order.

25. **Subsurface Conditions**: Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

26. **Flood Disaster Protection:** This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

27. **Environmental Compliance (24 CFR 85.36(i)(12)):** For contracts of amounts in excess of $150,000, the Contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

    In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

    a. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

    b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports

and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

d. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

28. **Procurement of Recovered Materials.** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29. **Lead Based Paint Poisoning Prevention Act.** Required the Secretary of Health, Education, and Welfare (now Health and Human Services) to prohibit lead-based paint in residential structures constructed or rehabilitated by the Federal government or with Federal assistance. Major components included: defining lead-based paint chips as the primary health hazard of lead-based paint, setting the level of lead in blood warranting concern at 60 µg/dL, requiring abatement standards that were less rigorous compared to today's standards, and Defining lead-based paint as paint containing more than 1 percent lead by weight.

30. **Contractor Conflict of Interest**. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

31. **Assignment.** The Contractor 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 Contractor 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 and the bond surety. 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.

32. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

    a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

    b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

33. **Anti-Kickback Rules.** The Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal awarding agency.

34. **Nondiscrimination**. The Contractor agrees in the performance of this contract not to discriminate on the grounds of race, creed, color, national origin or ancestry, sex, religion, handicap, gender identity, sexual orientation, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

    a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

    b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

    c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such

program because of political affiliation or beliefs.

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

    a. If the Contractor 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 351.570 R.S.Mo.

    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.

36. **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 Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full 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.

37. **Statement that Project is Federally Funded:** It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

38. **Records and Audits.** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the final grant report is submitted by the City to HUD. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

    a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

39. **Federal Labor Standards Provisions.** The contractor shall comply with the Federal Labor Standards Provisions pursuant to the U.S. Department of Housing and Urban Development Form 4010 and the Office of Labor Relations.

40. **Equal Employment Opportunity**. During the performance of this Contract, the Contractor agrees as follows:

    a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and

that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor’s noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings (including Section 3 businesses).

i. Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

41. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

a. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development;

b. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;

c. The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

42. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

43. Civil Rights Act of 1968. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin.

44. Section 3 of the Housing and Urban Development Act of 1968.

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the Engineer has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Engineer's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. The Contractor shall assist the City of Joplin in obtaining all necessary documentation to support Section 3 goals. The Contractor will complete and submit the Section 3 tables in Attachment A in the Architect's required periodic reporting to the City. Frequently Asked Questions related to Section 3 are also included in Attachment A.

45. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity.

46. Section 110 of the Housing and Community Development Act of 1974

a. All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b. Subsection (a) of this section shall not apply to any individual that:

i. performs services for which the individual volunteered;
ii. does not receive compensation for such services; or
iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
iv. is not otherwise employed at any time in the construction work.

47. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

48. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

49. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

50. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

51. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

52. City of Joplin Conflict of Interest.

a. No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carryin g out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

b. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

53. 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 Contractor is associated with a business entity, Contractor 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, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

54. City Benefits. The Contractor 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.

55. Inspection. The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

56. Reporting Requirements. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

57. Occupational License. The Contractor 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 Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

58. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law

and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

60. **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.

61. **Remedies.** Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

62. **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 adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

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

CONTRACTOR:

By: _____

Printed Name:

Title:

Date:

APPROVED AS TO FORM

_____

CITY OF JOPLIN, MISSOURI

By: _____

Peter Edwards, City Attorney

David Hertzberg, P.E.
Public Works Director

Date: _____

APPROVED AS TO CDBG-DR

Troy Bolander, Director of Planning, Development
& Neighborhood Services

COUNCIL BILL NO. 2018-103 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into an agreement with D&E Plumbing, Inc. for the construction of the Surface 4010 Project, in the amount of Two Million, Three Hundred Thirty-Three Thousand, Eight Hundred Forty-Three and 09/100 Dollars ($2,333,843.09); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and D&E Plumbing Inc.; for the purpose of constructing the Surface 4010 Project; in the amount of Two Million, Three Hundred Thirty-Three Thousand, Eight Hundred Forty-Three and 09/100 Dollars ($2,333,843.09), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. Upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Distaster Recovery Fund (CDBG-DR).

Section 4 That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____, 2018 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the CDBG- DR Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 16, 2018
COUNCIL BILL NO. 2018-104

Item: Amendment No. 5 to Work Authorization JCB DR-2 PAP 3-1 with Jacobs Engineering for Professional Engineering Consulting Services for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area.

Originating Department: PUBLIC WORKS - ENGINEERING

Attachments: 1) Amendment No.5
2) Original Work Authorization No. JCB DR-2 PAP 3-1
3) Council Bill 2018-104

Engineering: David Hertzberg	Date:
Planning & Zoning: Troy Bolander	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of amendment 5 to work authorization No. JCB DR-2 PAP 3-1 with Jacobs Engineering in the not to exceed amount of $36,747.00 for Professional Engineering Consulting Services for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area.

Background: In April 2018 City Council approved a contract to allow Jacobs Engineering to provide the City with professional engineering services for design of sidewalks, curb & gutter, and storm water projects in the recovery area. The original contract was for $639,976.00. Services included design, bidding, field survey, and payroll compliance review. The projects being designed included a storm water drainage improvement project at the intersection of Sunset South and Sunset East. The project has been designed but due to unforeseen problems with existing utilities and right of way concerns the project cannot proceed as designed.

Discussion: In an effort to keep the project moving forward City staff directed Jacobs Engineering to prepare a scope amendment with a fee to redesign a portion of the project so that the project can be built. City staff has reviewed the scope and fee that Jacobs prepared and found it to be within industry standards as well as the timeline for performing the work.

Recommendations: Staff recommends approval of amendment 5 to work authorization No. JCB DR-2 PAP 3-1 with Jacobs Engineering in the not to exceed amount of $36,747.00 for Professional Engineering Consulting Services for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area on an emergency basis, per Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Jacobs Engineering Group, Inc. Address: 501 North Broadway St. Louis, Missouri, 63101-2131	
Attention: DAVID K. HERTZBERG, PE TROY BOLANDER		Attention: Jeff Farah, PE Jeff.Farah@Jacobs.com	
Department: PUBLIC WORKS DEPARTMENT PLANNING & DEVELOPMENT DEPARTMENT		Phone: (314) 335-4038	Fax: (314) 335-5141
Phone: 417-624-0820, EXT 500	Fax: 417-625-4738		

AMENDMENT _5_ TO WORK AUTHORIZATION NUMBER __JCB DR-2 PAP 3-1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

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

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

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance.** The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work

Authorization Number **JCB DR-2 PAP 3-1** exceed the sum of Thirty Six Thousand Seven Hundred Forty Seven 00/100 Dollars ($36,747.00).

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, 2018, 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 Two Million Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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 Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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: Jacobs Engineering Group, Inc.

By: _____

Printed Name: Mike McCarty

Title: Division Vice Preident

Date: 1-08-2018

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

By: _____

Troy Bolander
Director of Planning & Development

Date: _____

EXHIBIT A
ADDITIONAL ENGINEERING SERVICES
JACOBS INFRASTRUCTURE IMPROVEMENTS
JCB DR2 PAP3-1 - AMENDMENT #5A

The following Clarification of Services, Assumptions, and Exclusions further define the ENGINEERING SERVICES AGREEMENT for the above reference projects.

A. Scope of Additional Services

A1 - Design Services for the Mill & Overlay subproject: Jacobs will revise our construction bid documents for the Mill & Overlay subproject to include the following street improvement projects as alternate bid subprojects. Per the City's request these documents will be advertised in the order below:

1. Bid Alternative #1 - West 30th – Full Depth pavement replacement
2. Bid Alternative #2 - South Roosevelt & West 24th – Full Depth pavement replacement
3. Bid Alternative #3 - Adele – Mill/Overlay
4. Bid Alternative #4 - Tyler – Mill/Overlay
5. Bid Alternative #5 - Jefferson – Mill/Overlay
6. Bid Alternative #6 - West 22nd – Full Depth pavement replacement
7. Bid Alternative #7 - Mylinda Leah – Full Depth pavement replacement
8. Bid Alternative #8 - South Mina, south of 26th St. – Full Depth pavement replacement
9. Bid Alternative #9 - West 29th –Full Depth pavement replacement

A2 – Additional Monthly meetings between Jacobs project manager and the City and their CDBG program managers.

A3 – Revisions to Invoices: Revisions to the invoice format (converting some of the subprojects from LMI to Non-LMI).

B. Schedule of Services

The subject work will commence upon written Notice to Proceed (NTP)* from the City of Joplin and will be completed on or before February 1, 2018.

** due to schedule restraints, some if not all of this work has already begun.*

C. Compensation

Compensation for the engineering work defined here within Exhibit "A" shall be based upon the NOT TO EXCEED amount of **$16,421**.

Please see the table below for summary breakdown of this fee. Additional detail can be provided upon request.

CITY OF JOPLIN STATEMENT OF WORK - YELLOW AREA - WORK AUTHORIZATION #2, JCB DR2 PAP-3-1 11/07/17

REVISION 1 MOD/C.O. #5A Additional Services for Mill & Overlay Subproject - Engineering Design Man-hours / Fee

Additional Task	No. of dwgs	Hours Project Manager JACOBS	Hours Sr. Civil Engineer JACOBS	Hours Civil Engineer JACOBS	Hours Cost Estimator JACOBS	Hours Sr. Professional HRGREEN	Hours Professional HRGREEN	Hours Jr. Professional HRGREEN	Hours Total
Mill & Overlay - Full Depth Pavement Replacement (dwgs affected)									
Cover Sheet Update	1			1					1
Quantity Sheet	1			2					2
Title sheet	1			1					1
2a - typical sections	1			2					2
2b - summary of quantities	1			4					4
3 - key map	1			2					2
4 - project notes and Mina revision	1			2					2
5 - Mina revision	1			2					2
6 - 24th revision	1			2					2
7 - Mylinda Leah revision	1			2					2
8 - 29th revision	1			2					2
11 - Monroe revision	1			2					2
12 - Monroe revision	1			2					2
13 - Roosevelt revision	1			2					2
14 - Roosevelt and 24th revisions	1			2					2
17 - 25th and 24th revisions	1			2					2
20 - 25th revision	1			2					2
23 - 22nd revision	1			2					2
25 - Cunningham revision	1			2					2
26 - 29th and 30th revisions	1			2					2
27 - 29th and 30th revisions	1			2					2
28 - 22nd revision TBD	1			2					2
29 - McCoy and 21st revisions	1			2					2
Geotechnical Eng. - reevaluating the pavement Section per the City's new criterion (includes calculations, meetings and QC)			2						2
Revised OPCC (construction cost Estimate)					0				0
Additional mtgs pertaining to the change in the Mill/Overlay subproject (2 mtgs)			1	2					3
Quality control & re-sealing of dwgs			4						4
Modifying Bid Tab to show the alternative bid options									0
Project Management	0	4							4
Total - 21 sheets with plan sheet change	23	4	7	48	0	0	0	0	59
Additional Extra Services									
Deloitte/ PWc Monthly mtgs. (1 per month, Oct. 2016 to Oct. 2017): 12mo.'s @ 1 -1/2 hrs Each		18							18
S. McCoy Culvert - Straighten alignment South of 27th St. for developers		0				0	0	0	0
Updating Invoicing per new CGBG format		22							22
SubTotal for Final Design-Construction Documents	0	40	0	0	0	0	0	0	40
Directs - Travel (0 Trips; Hotel, Car Rental, Food) - 0 field visit									
Directs - Miscellaneous									$200
Totals per Discipline	Total Hours	44	7	48	0	0	0	0	99
	2017 Rate	210.06	149.59	123.57	210.06	186.00	154.00	106.00	
	Total fee	$9,243	$1,047	$5,931	$0	$0	$0	$0	
								Subconsultant - HRGreen	$0
								Jacobs Labor	$16,221
								Jacobs Expenses	$200
spoke with Dan, Doug, Brandon & rob on 10/26/17. went over this & they said they would get back with me on this.								TOTAL	$16,421
Mill & Overlay - Full Depth Pavement Replacement (dwgs affected)	$8,018.73								
Deloitte/ PWc Monthly mtgs. (1 per month, Oct. 2016 to Oct. 2017): 12mo.'s @ 1 -1/2 hrs Each	$3,781.08								
S. McCoy Culvert - Straighten alignment South of 27th St. for developers	$0.00								
Updating Invoicing per new CGBG format	$4,621.32								
	$16,421.13								

EXHIBIT A
ADDITIONAL ENGINEERING SERVICES
JACOBS INFRASTRUCTURE IMPROVEMENTS
JCB DR2 PAP3-1 - AMENDMENT #5B

The following Clarification of Services, Assumptions, and Exclusions further define the ENGINEERING SERVICES AGREEMENT for the above reference projects.

A. **Scope of Additional Services**

A1 - Redesign Services for the Sunset Drainage subproject: Jacobs will revise our construction bid documents for the Sunset Drainage subproject to address the modification to the proposed drainage system as described below. This modification is at the request of the City as the City has been forced to modify a portion of the original drainage system improvements as they could not come to an agreement for a drainage easement that was needed for the new drainage system.

Modify Sunset Drive Storm System Improvement Plans to Obviate the Need for New Easement.

Negotiations for a small additional permanent easement and small temporary grading easement along Sunset East Drive have been unsuccessful. Therefore, the City has chosen to alter the design of the sewer system improvements to obviate the need for new easement along Sunset East Drive. The Consultant shall redesign the following listed items so that the storm sewer improvements fit within existing easements.

The consultant shall modify the quantities, job special provisions, and drawing sheets 3, 5, 6, 10, 11, 12, 13, and 14 to reflect the changes listed below.

- Existing 30-inch and previously proposed 30-inch parallel pipes along the east side of Sunset East Drive will be combined as a single 4-ft by 3-ft reinforced concrete box aligned within the existing easement;
- The two proposed junction boxes will be redesigned for the RCB along the new alignment;
- The replacement of a driveway apron to accommodate the new vertical alignment of Sunset East Drive will be by saw cut within the existing easement rather than to existing construction joints.
- Grading in front of Lot 11 of Sunset Subdivision will be confined to the existing easements along Sunset East and Sunset South Drives.
- Quantities will be reevaluated.
- Job Special provisions will be modified to address the RCB, saw cut driveway apron, grading, and new construction limits.

B. **Assumptions**

The Jacobs team would like to include the following assumptions with this Modification:

- There will be only one review of the task with the City and/or the City affiliates and the review would be completed within one week.

C. **Schedule of Services**

The subject work will commence upon written Notice to Proceed (NTP) from the City of Joplin, however, not before January 7, 2017.

- 95% Submittal – 14 calendar days after the NTP

- 10% final - 7 calendar days after the NTP

D. **Compensation**

Compensation for the engineering work defined here within Exhibit "A" shall be based upon the NOT TO EXCEED amount of **$20,326**

Please see the table below for summary breakdown of this fee. Additional detail can be provided upon request.

CITY OF JOPLIN STATEMENT OF WORK - YELLOW AREA - WORK AUTHORIZATION #2, JCB DR2 PAP-3-1

MOD/C.O. #5B Additonal Services for Sunset Drainage Subproject - Engineering Design Manhours / Fee

		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
		Project Manager JACOBS	Sr. Civil Engineer JACOBS	Civil Engineer JACOBS	Cost Estimator JACOBS	Project Manager HRGREEN	Sr. Professional HRGREEN	Professional HRGREEN	Jr. Professional HRGREEN	Sr. Technician HRGREEN	Administration HRGREEN	Total
Revision needed because drainage easement could not be attained for the original design	No. of Dwgs											
Mill & Overlay - Full Depth Pavement Replacement (dwgs effected)												
Pipe Modifications												0
Hydraulic analysis: size single pipe to replace two 30-inch pipes							3	2				5
Revise plan and profile sheets (sheet 3, 5, 6)							2			8		10
Revise grading plan and driveway plan and TCE and Permanent easement lines							2			4		6
Revise Job Special Provisions							2					2
Structural design of junction boxes 1 and 2												0
Structural redesign of rebar and wall thickness								16				16
Structural details								4		16		20
Revise quantity take-off							3			2		5
Revised OPCC (construction cost Estimate)					3							3
QC			1				4	8	4	2	1	20
Internal coordination & final drawing/spec assembly				4			2					6
City review Mtg.		2					2					4
Modifications to address City review Comments							4			4		8
Modifying Bid Tab - Front End docs				2								2
Project Management		12				4						16
Total	0	14	1	6	3	4	23.5292	30	4	36	1	123
Directs – Travel (1 Trips; Hotel, Car Rental, Food) - 1 field visit												
Directs – Miscellaneous												$100
	Total Hours	14	1	6	3	4	24	30	4	36	1	123
2017	JE Rate	$216.38	$154.08	$127.27	$216.38	$200.00	$200.00	$175.00	$120.00	$120.00	$74.00	
		$3,029	$154	$764	$649	$800	$4,706	$5,250	$480	$4,320	$74	$20,226
											Subconsultant	$15,630
											Jacobs Labor	$4,596
											Jacobs Expenses	$100
											TOTAL	$20,326

COUNCIL BILL NO. 2018-104 ORDINANCE NO.

AN ORDINANCE approving Amendment Five to the Work Authorization No. JCB DR2 PAP 3-1 between the City of Joplin and Jacobs Engineering, in the not to exceed amount of Thirty-Six Thousand Seven Hundred Forty-Seven and No/100 Dollars ($36,747.00) for Professional Engineering Consulting Services for Sidewalk Design, Curb & Gutter, and Storm Water Projects in the Recovery Area; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin and containing an emergency clause.

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

Section 1. That the said Amendment Five to Work Authorization No. JCB DR2 PAP 3-1 between the City of Joplin and Jacobs Engineering, in the not to exceed amount of Thirty-Six Thousand Seven Hundred Forty-Seven and No/100 Dollars ($36,747.00) for Professional Engineering Consulting Services for Sidewalk Design, Curb & Gutter, and Storm Water Projects in the Recovery Area; a true and accurate copy of said amendment being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager or his designee is hereby authorized to execute said amendment, or amendment in substantially similar form, by and on behalf of the City of Joplin.

Section 3. Upon final approval and acceptance of the consultant's work under said amendment, in substantial conformance with the attached amendment, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Community Development Block Grant Distaster Recovery Fund (CDBG-DR).

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such , this Ordinance shall become effective immediately upon its passage.

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

_____, 2018 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the CDBG DR Funds to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

HOMELESS COALITION

FOR
2017 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2018 by and between the City of Joplin (herein called the "Grantee") and Homeless Coalition (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2017 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will manage and operate the Homeless Management Information System (HMIS) database on the homeless population in Joplin.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect data for HMIS system
- Input data into HMIS system
- Provide HMIS final report to Grantee
- Document expenses related HMIS system

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties	Time Allocation
Callie Lankford	Chair	N/A

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2018 and end on the 30th day of June of 2019.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-17-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($17,000.00) will be reimbursed for items related to the operation of the HMIS system.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Seventeen Thousand Dollars and no cents $ 17,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: Callie Lankford
Title: Director of Planning, Development And Neighborhood Services	Title: Chair
Grantee: City of Joplin	Recipient: Homeless Coalition
602 S. Main Street	1027 S. Main Street, Suite 7
Joplin, Missouri 64801	Joplin, Missouri 64801
Phone: (417) 624-0820	Phone: 417 782-4453
Fax: 1-417-625-4738	Fax: 417-7825-1690

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and OMB Circular A-133.(A-133 Audit required if the Recipient receives $500,000 or more in federal funds)

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

3. Travel

The Recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to

displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

5. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the

basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that

provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to

become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2018

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

The Homeless Coalition

_____

Name: Callie Lankford, Catholic Charities

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ____ Amy Roethemeier _____(Name) and I am the __Chair____(Title) of the ___Homeless Coalition__(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 16, 2018

Item: Council Bill No. 2018-400
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) 2017 Public Service Agreement
3) Council Bill No 2018-400

Department Head: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:

The following agreement is between the City of Joplin and The Joplin Homeless Coalition for 2017 Community Development Block Grant funds.

DISCUSSION:

The Homeless Management Information System (HMIS) database tracks the total number, special conditions, needs and demographics of the homeless. This database is an important tool to address the issue of homelessness and meet the needs of the City homeless. This database is also critical in demonstrating need in the process of leveraging non-City funds for the organizations who work for the prevention and the assistance of homelessness.

The attached agreement is a renewal of funding for the Joplin Homeless Coalition to continue to manage the Homeless Management Information System. This Council Bill provides Seventeen Thousand Dollars and Zero Cents ($17,000.00) from Community Development Block Grant B17MC290008. The funds will be used to offset licensing expenses as well as expenses related to the collection and reporting of data.

RECOMMENDATION:

These activities have received prior approval from the Council as part of the 2017 Action Plan.

Staff recommends approval of the agreement, so the Homeless Coalition can continue with HMIS database management under the CDBG program.

COUNCIL BILL NO. 2018-400 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2017 CDBG public service grant funds; authorizing the City Manager or his designee to execute same on behalf of the City.

WHEREAS, the City of Joplin and the Homeless Coalition, are desirous of entering into an agreement whereby the Homeless Coalition will manage the Homeless Management Information System to benefit the Joplin homeless and the organizations that support them through the Community Development Block Grant Program (CDBG).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That an Agreement between the City of Joplin, Missouri, and the Homeless Coalition is entered into that describes the expenditure of 2017 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

ECONOMIC SECURITY CORPORATION

FOR
2017 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2018 by and between the City of Joplin (herein called the "Grantee") and Economic Security Corporation (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2017 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will use CDBG funding to cover personnel and office expenses related to the Coordinated Entry Program. The Coordinated Entry Program allows for a more-efficient referral network to better service and house the homeless population of the City of Joplin.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system, and a monthly report on the number of persons met or serviced.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect, input and analyze data using HMIS and Housing Connect
- Document eligible expenses for reimbursement from the City of Joplin

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties	Time Allocation
Tammy Walker	Oversight and Reporting	N/A
Shonna Grenninger	Housing Resource Coordinator	

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2018 and end on the 31st day of December of 2018.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-17-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($25,000.00) will be reimbursed for items related to the operation of the Housing Connect (Coordinated Entry) Program.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Twenty Five Thousand Dollars and no cents $ 25,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: John Joines
Title: Director of Planning, Development And Neighborhood Services	Title: Chief Executive Officer
Grantee: City of Joplin	Recipient: Economic Security Corporation
602 S. Main Street	302 S Joplin
Joplin, Missouri 64801	Joplin, Missouri 64801
Phone: (417) 624-0820	Phone: 417 782-4453
Fax: 1-417-625-4738	Fax: 417-7825-1690

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and OMB Circular A-133.(A-133 Audit required if the Recipient receives $500,000 or more in federal funds)

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and

local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the

neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or

have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and

24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2017

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

Economic Security Corporation

_____

Name: John Joines, Chief Executive Officer

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ____ John Joines _____ and I am the __Chief Executive Officer____ of ___Economic Security Corporation). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 16, 2018

Item: Council Bill No. 2018-401
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) 2017 Public Service Agreement
3) Council Bill No 2018-401

Department Head: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:

The following agreement is between the City of Joplin and Economic Security Corporation for 2017 Community Development Block Grant funds.

DISCUSSION:

The Coordinated Entry Program is a critical tool to address the issue of homelessness and meet the needs of the City homeless. The program is the point of contact for the framework of local organizations to assess need, shelter, transition, and permanently house participants. The entry program streamlines the referral network of poverty and homelessness organization as well as provides data for the Homeless Management Information Database system.

The attached agreement is a renewal of funding for Economic Security Corporation to continue to administer the Coordinated Entry Program. This Council Bill provides Twenty Five Thousand Dollars and Zero Cents ($25,000.00) from Community Development Block Grant B17MC290008. The funds will be used to pay for personnel and office expenses.

RECOMMENDATION:

These activities have received prior approval from the Council as part of the 2017 Action Plan.

Staff recommends approval of the agreement so ESC can continue with administering the Coordinated Entry Program under the CDBG program.

COUNCIL BILL NO. 2018-401 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2017 CDBG public service grant funds; authorizing the City Manager or his designee to execute same on behalf of the City.

WHEREAS, the City of Joplin and the Economic Security Corporation (ESC), are desirous of entering into an agreement whereby ESC will administer the Coordinated Entry Program to benefit the Joplin homeless through the Community Development Block Grant Program (CDBG).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That an Agreement between the City of Joplin, Missouri, and Economic Security Corporation is entered into that describes the expenditure of 2017 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CDBG RECIPIENT AGREEMENT BETWEEN THE CITY OF JOPLIN AND LEGAL AID OF WESTERN MISSOURI FOR 2016 CDBG PROGRAM YEAR

THIS AGREEMENT, made and entered into as of the date on the signature page, by and between the CITY OF JOPLIN, hereinafter referred to as "CITY," and LEGAL AID OF WESTERN MISSOURI, hereinafter referred to as "LEGAL AID."

WITNESSETH;

That in consideration of the covenants and agreements contained herein, the CITY agrees to subsidize the cost of the completion of two Abandoned Housing and Clean Title Projects, which provides legal services to acquire clear title and/or possession for those properties for its partners who will rehabilitate them and turn them into high quality housing. The total subsidy is not to exceed Ten Thousand Dollars ($10,000.00).

LEGAL AID, in consideration of mutual covenants and agreements contained herein, agrees to provide the following services for CITY:

SECTION 1. DESCRIPTION OF WORK:

1.1 The Abandoned Housing and Clean Title Project will identify abandoned properties that can be rehabbed and will take legal action to acquire clear title and/or possession of those properties for its partners who will rehab them and turn them into high quality housing. LEGAL AID's attorneys will complete the legal work for two Abandoned Housing and/or Clean Title Projects for the sum of $10,000.

1.2 Only those properties within the boundaries of the City of Joplin, Missouri will be eligible for the Abandoned Housing and Clean Title Project.

1.3 LEGAL AID and its partner organization shall determine and document the eligibility of each property under this contract.

1.4 The services to be performed pursuant to this Contract shall terminate and no financial commitment shall be made by LEGAL AID that extends beyond one year from the date of this contract.

1.5 Modification. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms herein unless done in writing and signed by an authorized officer of the respective parties.

SECTION 2. BUDGET AND USE OF FUNDS:

2.1 LEGAL AID will utilize the CDBG funds. The source of CDBG funds come from Grant B16MC290008. LEGAL AID will utilize the CDBG funds for its Abandoned Housing and Clean Title Project by billing only direct service time it provides performing the tasks required for this program, with costs and billing to be handled on a "purchase of service" basis. Billable work under this contract will include the recruiting, training, collaboration with and oversight of project partners, including but not limited to not-for-profit organizations that have an ownership interest or are seeking an ownership interest in abandoned or blighted properties, and contractors and others who may do actual rehabilitation work on property.

2.2 LEGAL AID states the present charge for its legal services is as follows: $10,000 for the legal services to complete two Abandoned Housing Act cases.

2.3 LEGAL AID understands and agrees that receipt of said funds is conditioned upon LEGAL AID's compliance with 24 CFR Part 570, "Community Development Block Grants; Final Rule," a copy of which has been provided to LEGAL AID and is on file in the Office of the City Clerk and is incorporated herein by reference as part of this Contract.

2.4 LEGAL AID further understands and agrees that no funds herein shall be authorized to assist ineligible activities described in 24 CFR Part 570.207(a).

2.5 LEGAL AID further understand and agrees that all activities funded with CDBG funds must meet one of the CDBG programs's National Objectives: benefit low and moderate income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

2.6 LEGAL AID further understands and agrees that the activities carried out under this AGREEMENT will meet an activity directly benefiting low and moderate income homeownership as described in 570.201(n).

2.7 LEGAL AID understands and further agrees that Community Development Block Grant funds are NOT to be used for the purpose of fund raising activities, including the purchase of prizes, supplies, printing expenses, or other expenses which are for the direct or indirect use of fund raising activities.

2.8 LEGAL AID further understands and agrees that Community Development Block Grant funds are NOT to be used for gratuitous expenses or bonuses, i.e., employee Christmas bonuses.

SECTION 3. PERFORMANCE REPORTS AND REPORTING REQUIREMENTS:

3.1 CITY, however, reserves the right to request additional information as may be necessary and LEGAL AID further agrees to provide the Planning and Community Development Department with such additional information as may be required for the

City to comply with its sub-grantee monitoring requirements for HUD purposes unless providing this information would violate Legal Aid's ethical obligation to preserve the confidentiality of its communications with its clients or any other legal obligation of Legal Aid.

3.2 LEGAL AID agrees to retain all information pertaining to the CDBG funded activity for a period of five years.

3.3 CITY OF JOPLIN agrees that the CDBG program's National Objective will be documented with data collected during the acquisition and rehabilitation process.

SECTION 4. PROHIBITION OF RELIGIOUS INFLUENCES:

4.1 LEGAL AID agrees to conduct its CDBG funded services in a manner that is free from religious influences and in accordance with the following principles:

a) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

b) It will not discriminate against any person applying for emergency assistance on the basis of religion and will not limit such activities or give preference to persons on the basis of religion; and

c) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of counseling services provided under this contract.

SECTION 5. EQUAL EMPLOYMENT OPPORTUNITIES:

5.1 LEGAL AID gives assurance and understands that this contract is awarded in reliance on such assurance that LEGAL AID will not unlawfully exclude persons from services or employment under this contract on the basis of sex, race, color, religion, national origin, age, handicap or veteran status.

5.2 LEGAL AID agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or national origin; and shall take affirmative action to insure that applicants for employment and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship; shall post in

conspicuous places, available to employees and applicants for employment notices setting forth the provision of this nondiscrimination clause; and shall agree that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

5.3 LEGAL AID further agrees to provide to CITY, data on employees in each of the recipient's programs funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and provide to CITY documentation of any actions undertaken to assure equal employment opportunities are provided to all persons regardless of race, color, national origin, sex or handicap in agency's CDBG assisted programs.

SECTION 6. PROVISIONS OF AGREEMENT:

6.1 LEGAL AID agrees to conduct its Community Development Block Grant (CDBG) funded activity or service in compliance with 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and to comply with the requirements and standards of the following regulations, a copy of which has been provided to LEGAL AID and is on file in the office of the City Clerk and the Department of Planning and Community Development and is incorporated herein by reference as part of this contract:

- OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments." This circular establishes principles and standards for determining allowable costs under federal grants.

- OMB Circular A-122 "Cost Principles for Non-Profit Organizations." This circular establishes principles for determining allowable costs under grants, contracts and other agreements with non-profit organizations.

- OMB Circular A-133 "Audits of Institutions of States, Local Governments and Non-profit Institutions"

- Specific provisions of 24 CFR Part 84. These regulations set forth uniform requirements for non-profit organizations, including financial management systems, property standards, procurement standards, reporting and recordkeeping. These regulations also implement OMB Circular A-110.

6.2 *Provide Opportunities for Local Businesses, Residents, and Low Income Persons*: LEGAL AID agrees to provide opportunities for local businesses, residents, and low income persons through compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and further agrees to include the Section 3 requirements in all contracts and subcontracts for work or services assisted in full or in part with CDBG funds. These requirements are expressly set out in Exhibits 1 and 2, which are by this reference incorporated herein as part of the contract. LEGAL AID further agrees to provide CITY documentation of its

actions undertaken to meet the requirements of Section 570.607(b) which implements Section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate- income persons and the use of local businesses.

6.3 *Environmental Review of Record:* The CITY OF JOPLIN(Responsible Entity) has completed an Environmental Review of Record(ERR) and the CITY OF JOPLIN(Responsible Entity) shall maintain the ERR, as required by HUD.

6.4 *Non-Discrimination:* LEGAL AID agrees to comply with the terms and conditions relating to compliance with Title VI of the Civil Rights Act of 1964, and HUD regulations with respect thereto, which provide that no person shall be excluded from participation, denied benefits or be subjected to discrimination on the grounds of age, race, religion, creed, color, sex, national origin, ancestry or disability under any program or activity receiving Federal financial assistance. LEGAL AID further agrees to require all its contractors and subcontractors to comply with this Act which prohibit unfair or discriminatory employment practices.

6.5 *Non-Discrimination Based on Handicap*: LEGAL AID agrees to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112) as amended, referring to nondiscrimination based on handicap.

6.6 *Drug Free Workplace*: LEGAL AID agrees to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D), and certifies it will adhere to the requirements of said Act, by executing and filing with CITY a "Certification Regarding Drug-Free Workplace Requirements", a copy of which is attached hereto and made a part of this contract. LEGAL AID further agrees that the requirements of the Drug-Free Workplace Act will be initiated within thirty days after execution of this Contract and CITY will be notified in writing accordingly.

SECTION 7. RECORDS REQUIRED WHEN EQUIPMENT IS ACQUIRED WITH FEDERAL FUNDS:

7.1 LEGAL AID agrees to maintain property records on any equipment (including replacement equipment) acquired in whole or in part with CDBG funds. Property records must include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of CDBG participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. A copy of the property record shall be provided to CITY.

7.2 LEGAL AID further agrees to conduct annually a physical inventory of the property and reconcile the results of the inventory with the property records, and develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property,

and agree to investigate and report any loss, damage or theft to CITY in accordance with 24 CFR 85.32.

SECTION 8. AUDIT REQUIREMENTS:

8.1 LEGAL AID agrees to comply with the audit requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and, if required by the Single Audit Act of 1984 (P.L. 98-502) and the Single Audit Act Amendments of 1996 (P.L. 104-156), LEGAL AID will provide the CITY with a complete audit of its expenses for the term of this contract, if required by the Single Audit Act.

8.2 LEGAL AID further agrees to make all records concerning expenditures and services funded by CDBG available at all times to the CITY for the term of this contract and allow the CITY to conduct routine monitoring and reviews of internal control and actual expenditures unless providing this information would violate Legal Aid's ethical obligation to preserve the confidentiality of its communications with its clients or any other legal obligation of Legal Aid.

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SECTION 9. MUTUAL AGREEMENTS:

9.1 LEGAL AID agrees to indemnify, defend, and hold harmless the CITY, its officials, employees and agents from any and all loss, liability, or damage as a result of claims, demands, costs, or judgments of whatever nature made by or on behalf of any person or persons for any wrongful act or omission arising from its operation under this contract.

9.2 LEGAL AID agrees to abide by all federal, state, and local laws, rules, regulations, and ordinances which may now or hereafter be in effect, applicable to providing services under this contract, and LEGAL AID agrees to indemnify, defend and hold harmless the CITY, its officials, employees, and agents from any violation of said laws, rules, regulations, and ordinances.

9.3 The parties to this contract agree that LEGAL AID is an independent contractor and LEGAL AID shall not, under any circumstances, be deemed an employee of the CITY.

9.4 No member, officer, or employee of LEGAL AID, or its designees or agents, no member of the CITY, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Grant.

9.5 LEGAL AID agrees to provide any workers compensation insurance for its employees as required by state law. In addition, LEGAL AID will maintain motor vehicle insurance pursuant to minimum state requirements for operation of any motor vehicles under its direction and control.

SECTION 10. COMPLIANCE WITH TERMS OF CONTRACT:

10.1 The terms of this contract shall be binding on the parties and their heirs, successors, assigns, agents or representatives and the terms herein may only be modified in writing and executed by the parties hereto.

10.2 CITY and LEGAL AID agree that upon expiration of this contract, LEGAL AID shall transfer to CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, with the exception that LEGAL AID has been notified by CITY it will receive additional CDBG funding in the next fiscal period.

10.3 LEGAL AID understands and agrees that if LEGAL AID materially fails to comply with any term of this contract, whether stated in a Federal statute or regulation, an assurance, a notice of award, or elsewhere, the CITY may take one or more of the following actions as appropriate in the circumstances: Temporarily withhold cash payments pending correction of the deficiency by LEGAL AID; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the program; withhold further awards for the program, or take other remedies that may be legally available.

10.4 CITY agrees to provide LEGAL AID an opportunity for a hearing, appeal, or other administrative proceeding to which LEGAL AID is entitled under any statute or regulation applicable to the action involved, as provided in 24 CFR 85.43.

10.5 Except as provided above, this contract may be terminated in whole or in part only as follows: (a) By the CITY with the consent of LEGAL AID in which case the CITY and LEGAL AID shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or (b) By LEGAL AID upon written notification to the CITY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the CITY may terminate the award in its entirety under either 24 CFR 85.43 or 24 CFR 85.44 (a).

SECTION 11. NOTICES:

11.1 Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:
Grantee: City of Joplin, Troy Bolander, Director of Planning, Development and Neighborhood Services, 602 S. Main Street, Joplin, MO 64801
Phone: 417-624-0820
Fax: 417-625-4738

Recipient: Legal Aid of Western Missouri, Pamela Roychaudhury, Managing Attorney, 302 South Joplin, Joplin, MO 64802
Phone: 417-782-1650
Fax: 417-782-1653

SECTION 12. ENTIRE AGREEMENT

12.1 This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the Grantee and the Recipient with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____day of _____, 2018.

A T T E S T:

_____
Thomas Walters, Planner

CITY OF JOPLIN, MISSOURI

_____
Troy Bolander, Director of Planning, Development, and Neighborhood Services

LEGAL AID OF WESTERN MISSOURI

_____
Joseph P. Dandurand, Executive Director

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: January 16, 2018

Item: Council Bill No. 2018-402
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) 2016 CDBG Recipient Agreement
2) Council Bill No 2018-402

Department Head: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:

The following agreement is between the City of Joplin and Legal Aid of Western Missouri for 2016 Community Development Block Grant funds.

DISCUSSION:

The Abandoned Housing Act (S.B. 376, *amended* S.B. 513, *et al.*) allows for not-for-profit organizations to file with the respective circuit court to clean and ultimately retain title of abandoned properties, abandoned being defined by state statute. This act has been well used, in terms of successful implementation and improvement of neighborhood health, in other jurisdictions within the state of Missouri.

Quite Title Action (RS MO Section 527.150) allows for the confirmation of ownership following tax sale or any property with uncertain receivership. The City of Joplin currently holds sixty-three properties deeded by Jasper County or other parties that titles are not "clean."

The attached agreement is funding for a pilot program, in which, Legal Aid of Western Missouri will provide Abandoned Housing Act and Quite Title Action legal services for non-profit affordable housing developers. This Council Bill provides Ten Thousand Dollars and Zero Cents ($10,000.00) from Community Development Block Grant B16MC290008. The funds will be used to subsidize soft-costs for the provision of affordable housing, and familiarize area affordable housing providers with these legal tools for future implementation.

RECOMMENDATION:

These activities have received prior approval from the Council as part of the 2016 Action Plan.

Staff recommends approval of the agreement.

COUNCIL BILL NO. 2018-402 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Legal Aid of Western Missouri that pertains to 2016 CDBG grant funds; authorizing the City Manager or his designee, Director of Planning, Development & Neighborhood Services to execute same on behalf of the City.

WHEREAS, the City of Joplin and Legal Aid of Western Missouri, are desirous of entering into an agreement whereby Legal Aid will provide legal services to assist the non-profit affordable housing organizations through the expenditure of Community Development Block Grant Program (CDBG) funds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That an Agreement between the City of Joplin, Missouri, and Legal Aid of Western Missouri is entered into that describes the expenditure of 2016 CDBG funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager or his designee**,** Director of Planning, Development and Neighborhood Services is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney