JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY FEBRUARY 22, 2022
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.
This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council and give it to the City Clerk prior to the start of the meeting. When your name is called, approach the podium, and state your name clearly for the record. If your request pertains to a Public Hearing item, you do not need to submit a request. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment without prior City approval. If you have handouts, you must provide 12 copies of the material to the City Clerk.

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

2. **Roll Call**

3. **Presentations**

   1. Joplin Area Chamber Of Commerce Quarterly Presentation

      Documents:

      1ST QTR 2022 CHAMBER-MOKAN ED REPORT.PDF

   2. Fire Station 7 Update

      Documents:

      STATION 7 FLOOR PLAN 2-9.PDF
      STATION 7 PROJECT SCHEDULE.PDF
      JOPLIN FS7_EQUIPMENT LIST_100 PERCENT DD.PDF
      JOPLING FS7_ELEVATION IMAGE.PDF
      JOPLIN FS 7 DD COST ESTIMATE.PDF
      FIRE STATION 7 UPDATE FOR 02-22 PDF.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of February 7, 2022, City Council Meeting

Documents:

FEB 7, 2022 CITY COUNCIL MEETING MINUTES.PDF

2. COUNCIL BILL NO. 2022-104
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with United Plumbing, Inc., for the Private Side I & I Reduction Pilot Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2022-104.PDF

3. COUNCIL BILL NO. 2022-250
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential)and including in District R-2 (Two-Family Residential) property as described below and located at Northwest Corner of N. Oliver Ave. and W. A. St., City of Joplin, Jasper County, Missouri.

Documents:

CB2022-250.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2022-501
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020, to adjust appropriations and containing an emergency clause.

Documents:

CB 2022-501 SUMMARY BUDGET AMENDMENT FY 2021.PDF
CB 2022-501 BUDGET AMENDMENT ORDINANCE.PDF
CB 2022-501 SCHEDULE A 2021 BUDGET AMENDMENT FEBRUARY 21 2022.PDF

2. COUNCIL BILL NO. 2022-502
AN ORDINANCE approving a Contract by and between the City of Joplin and Segal to update the City's Rules and Regulations Manual; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-502 SUMMARY RULES AND REGULATIONS UPDATE

CONTRACT AGREEMENT.PDF
CB 2022-502 RULES AND REGULATIONS UPDATE CONTRACT AGREEMENT.PDF
CB 2022-502 EXHIBIT A COJ CONSULTING AGREEMENT 2022 RULES AND REGULATIONS RFP.PDF
CB 2022-502 RULES REGULATIONS RFP.PDF
CB 2022-502 SEGAL BID RESPONSE.PDF
CB 2022-502 FINAL OVERALL SUMMARY SCORE FOR RULES AND REGULATIONS RFP.PDF
CB 2022-502 SUMMARY OF INTERVIEW COMMENTS.PDF

3. COUNCIL BILL NO. 2022-503
AN ORDINANCE adopting the Housing Revitalization Plan to be used as a guideline for Strategy One of the Action Plans to help Address Declining Neighborhoods; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021; and, containing an emergency clause.

Documents:

CB 2022-503 SUMMARY ADOPTING HOUSING REVITALIZATION ACTION PLAN.PDF
CB 2022-503 ADOPTING HOUSING REVITALIZATION ACTION PLAN ORDINANCE.PDF
CB 2022-503 HOUSING REVITALIZATION PLAN DOCUMENTS.PDF

4. COUNCIL BILL NO. 2022-602
AN ORDINANCE approving a contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing generally with the Full Time DWI Unit, Hazardous Moving Violations Enforcement, and DWI Enforcement in the amount of Ninety-Three Thousand, Two Hundred and Fifty Dollars ($93.250.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

HMV-OVERTIME.PDF
DWI SATURATION.PDF
DEDICATED IMPAIRED DRIVING ENFORCEMENT.PDF
SUMMARY ITEM 2022-602 MODOT GRANTS (002).PDF
COUNCIL BILL 2022-602 MODOT GRANTS.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2022-105
AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services not to exceed the amount of Two Hundred Fifty-Five Thousand and no/100 Dollars ($255,000.00) for the Turkey Creek Wastewater Treatment Facility (WWTF) Screw Pumps and Equipment

Building, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

GS 2022-105 TCWWTF SCREW PUMP AND EQUIPMENT BUIDLING.PDF
CB 2022-105 TCWWTF SCREW PUMPS AND EQUIP BUILDING.PDF
WA AMA 22-002 TURKEY CRK WWTF SCREW PUMPS AND EQUIPMENT BLDG.PDF
AMAONCALLENGINEERING-02112022084340.PDF

2. COUNCIL BILL NO. 2022-106
AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services not to exceed the amount of Two Hundred Ninety Three Thousand and no/100 Dollars ($293,000.00) for Shoal Creek Wastewater Treatment Facility (WWTF) Centrifuge and Boiler, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

GS 2022-106 CENTRIFUGE BOILER (1).PDF
CB 2022-106 CENTRIFUGE BOILER (1).PDF
WA AMA 22-001 SHOAL CRK WWTF CENTRIFUGE AND BOILER.PDF
AMAONCALLENGINEERING-02112022084340.PDF

3. COUNCIL BILL NO. 2022-109
AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services not to exceed amount of One Hundred Thirty Thousand and 00/100 dollars ($130,000.00) for engineering design services associated with the Tin Cup Trail bridge design; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

AMA TIN CUP TRAIL BRIDGE WORK AUTHORIZATION ORDINANCE.PDF
AMA TIN CUP TRAIL BRIDGE WORK AUTHORIZATION SUMMARY SHEET.PDF
WORK AUTHORIZATION AMA-OC-22-007 TIN CUP TRAIL BRIDGE.PDF

12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**
    1. Confirm Boards And Commissions Appointments

Joplin, built on generations of people with grit and determination, is a regional hub at

the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 17th day of February, 2022, (RSMo 610.020)

1st Quarter 2022
Economic Development Highlights
JACC & MOKAN

Takeaways

- The Joplin MSA region's population increased by 2.1% since 2016 (up from 1.9% last report), growing by 3,740. Population is expected to increase 2.5% by 2026.
- The labor force participation rate decreased from 62.2% to 59.1% largely attributed to lack of re-entry, retiring baby-boomers, and COVID-19 impacts.
- Joplin continues to be a regional leader in the top industries of Manufacturing, Restaurants/Retail, General Medical/Surgical Hospitals, Education, and Warehousing/Distribution. Our retail growth follows and is largely tied to this.
- Joplin region continues to attract retirees and veterans due to services provided and low cost of living. Percentage of millennials and racial diversity has grown slightly, but still low.

2.3% (considered full employment)
Unemployment Rate



31,000+
With the opening of the I-49 Connector in October 2021, traffic has already exceeded the expected increase from 20,000 vehicles to over 30,000 vehicles daily over the next 5 years. This will result in major growth opportunities across industries and support chains.

8th
Joplin is the now 8th best place in the United States for working in manufacturing and distribution industries. (smartasset.com)

Over 850,000
In 2021, square feet of warehousing/distribution space added to the Joplin region.



#1
In trucking due to high manufacturing and production and centralized I-49/I-49/US 69 corridors. Nearly 30,000 trucks within 60 miles. (smartasset.com)

8 (three in 1st Quarter)
National Brand Site Selector visits and tours with one international.

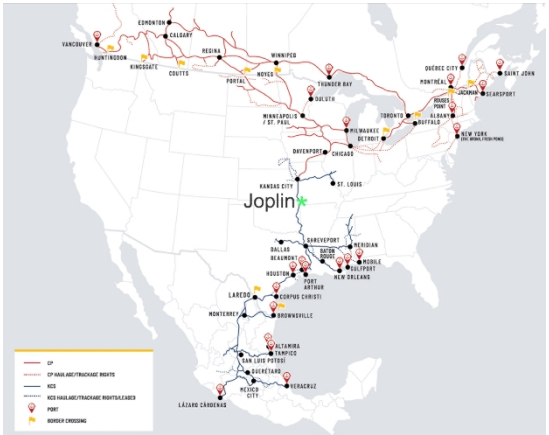
MARKETING AND PROMOTION

With added MOKAN capacity in 2nd Quarter 2021, we increased area regional community and company retention visits. Now adding a regional marketing and promotions position in 1st Quarter 2022.

JIDA & Industrial Parks

- Crossroads additional 80 acres currently being negotiated for major warehousing.
- JIDA continues investigating acquisition of another large property as a phase two industrial park buildout, accommodating future commercial and industrial growth. The sale of 80 prime acres leaves the authority with flood plain and smaller tracts and remnants. Major industries looking for large tracks, 100 ac, as high as 700.
- Crossroads Industrial Park was approved for Missouri Certification. This is driving Request for Information from Site Selectors as intended. Five requests in 1st Quarter. https://www.joplincrossroads.com/
- Wildwood Industrial Park promotions continue with BNSF rail certification and 32nd Street improvements improving position, but 20th Street continues to be a impediment. Additional discussions with short line rail also continue with possible transload investments.
- Working on a livability promotional campaign, Choose Right Here. Idea is 1 hour, 1 day, 1 weekend- showcasing local and regional quality of life community activities vs. more infrequent regional big metro attractions and visits. Ties to housing and workforce needs.
- Contracting for drone aerial footage for industrial properties promotions in region targeting Neosho, Pittsburg, and Columbus. Have captured Joplin's Crossroads and Wildwood (others privately held), and Lamar.

Joplin and Regional



- Rail Freight Analysis underway with Request for Qualifications posting 2nd Qtr. Intent is to quantify commodities in and out region and identify opportunities and locations for distribution investments like warehousing and transload.
- Foreign Direct Investment International trade magazine promos ran December/January. Current promo running showcases in North America and Canada to foreign investment site selectors and CEOs from Europe and the UK.
- Private Label Manufacturing Trade Show rescheduled in Chicago to November 13, 2022. Missouri Economic Development Council to be held in June alongside Missouri Partnership and Missouri Governor Conference in Springfield.
- MOKAN 2021 Annual Report just out and using as a promotional piece with investors.
- Joplin Globe Guide, May 2022, will in part focus on housing and livability and used as a business tool for economic development efforts.
- Choose Joplin Airport promotional video updated with new Skywest service and new 2022 promotions being updated and placed in targeted destination markets.

BUSINESS ATTRACTION AND RETENTION

Joplin continues to attract major food and beverage manufacturing, distribution operations, and supporting supply chains.

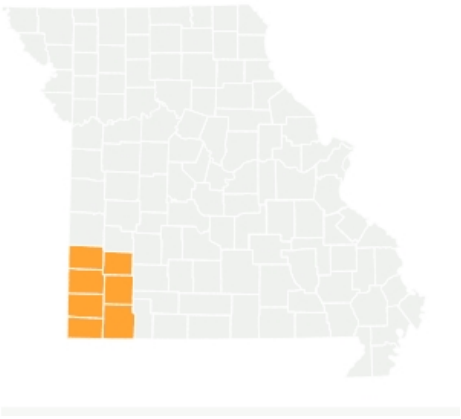
Site retention yielding multiple intended expansions in 2022. The city of Joplin and state of Missouri continue to offer incentives through tax abatements, Chapter 100 bonds, and discounted land sale opportunities through the Industrial Development Authority. These have proven helpful in multiple expansion and retention projects in 2021.
We continue to see a need for major requested existing warehousing facilities in the 150,000 sq ft or larger range. See attached annual stats from our Missouri Partnership.

- New Project Crayon (expansion) – Local manufacturer seeking 100,000 sq ft expansion for production and warehousing to support the EV vehicle industry.
- New Project Walkie Talkie (expansion) – Local manufacturer seeking 100,000 expansion to support the hand held communication industry.
- New Project Locomotion (expansion)– Local manufacturing expansion and relocation discovery underway.
- New Project Popeye (expansion) – Local technology company expanding and adding staff capacity.
- New Project Cannon (relocation) – large regional production and retail facility interested in consolidating to bigger Joplin market.
- Project Rolex (attraction) – 30-acre property acquisition finalizing at Crossroads Industrial Park for major transportation and distribution support facility. Annexation underway.
- Project Starburst (retention/expansion) added 90 new production positions in 2021 and an expansion ($10 million); Phase II expands major warehousing and an additional production line ($50 million).
- Project Clover is a regional Lamar production expansion and equipment add; $5 million, 20 newjobs.
- Over thirty other projects in the pipeline in various stages of inquiry and qualification.

Small Business an Entrepreneurial Development

- Currently developing the Joseph Newman Innovation Center Entrepreneurial Award as part of Business of the Year complement of awards.
- The Joplin Chamber of Commerce and MOKAN contracting with Heartland Forward, an entrepreneur development program under Walmart Family Foundation. $20,000 match raised to launch 10 applicants in April. Intended to identify and jump start strategic industries.
    - Feeder programs include existing efforts in high school STEM/STEAM and pitch competitions, 1 Million Cups, E-commerce meetups, and Ideas on Tap

WORKFORCE and TRAINING



LOCATION QUOTIENT

To understand the major industries within a region, an analysis of industry concentration or clustering can be useful. The Location Quotient (LQ) describes the concentration of an industry in a geographic region, in relation to the nation, with 1.0 being the national average. Industries higher than 1.0 indicate a concentration.

The Southwest Region has higher concentrations in *Food Manufacturing, Animal Production, Truck Transportation, Electronic Equipment and Appliance Manufacturing,* and *Fabricated Metal Manufacturing.*



In the wake of the pandemic, major focus continues around business outreach and refining our retention efforts. Latest is 80% of new jobs and capital investment come from retention efforts and existing companies. Joplin area industries are struggling with workforce issues and seeking customized solutions across a variety of state and local resources. Governor Parson has recognized this need and will be bolstering state workforce development initiatives this year.

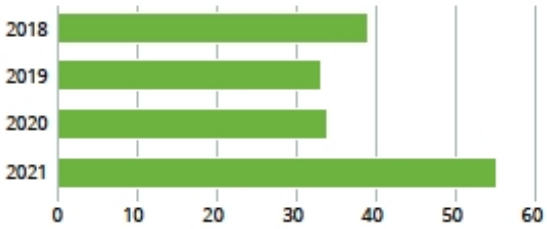
We are currently working with multiple local industries on determining appropriate workforce solutions that encompass the hiring cycle, from recruiting new employees to upskilling existing employees. Both state and local resources are being utilized for programs such as registered apprenticeships through Crowder College, on-the-job training opportunities with the local Career Center and recruiting assistance from Missouri OneStart. For example, 94% of apprentices retain employment after completing an apprenticeship program so this can be an effective retention tool for companies.

There is a definite skills gap in our Joplin area for certain positions, in which the skills required for a position do not match the qualifications of the available workforce. Need has been expressed for introductory training in the areas of basic welding and soldering, healthcare technicians, and mechanical/maintenance technicians. We are currently working on a short pre-certification program model that will allow job seekers to acquire the basic skills needed to "get the job".

Missouri Partnership Site Search Statistics for 2021

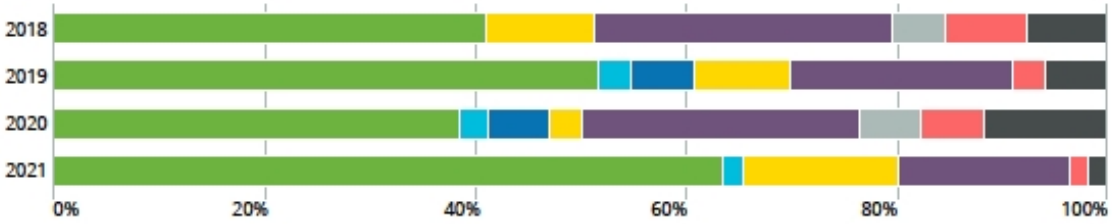
Real Estate Searches in 2021

- Real estate searches 55



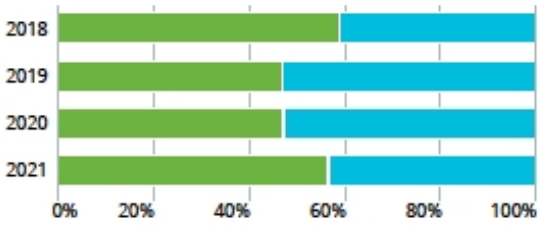
Real Estate Inquiries By Industry in 2021

- Advanced manufacturing 35
- Agtech 1
- Energy solutions 0
- Financial & professional services 8
- Food solutions 9
- General industry 0
- Health sciences & services 1
- Logistics & distribution 1



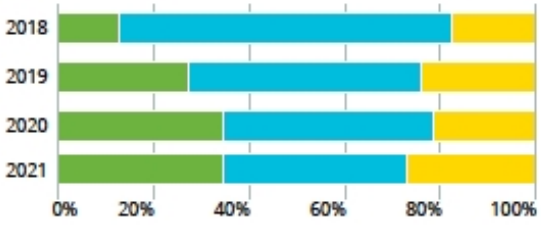
Active Projects By Source in 2021

- Consultant 31
- Company 24



Real Estate Inquiries By Type in 2021

- Greenfield sites 19
- Existing building 21
- Either 15



JOPLIN FIRE STATION 7

FLOORPLAN

02/11/22

21-658



TOTAL BUILDING FOOTPRINT: 9,060 SF

COLOR LEGEND

- APPARATUS BAY
- DECON AREAS
- LIVING AREAS
- SERVICE/MEP

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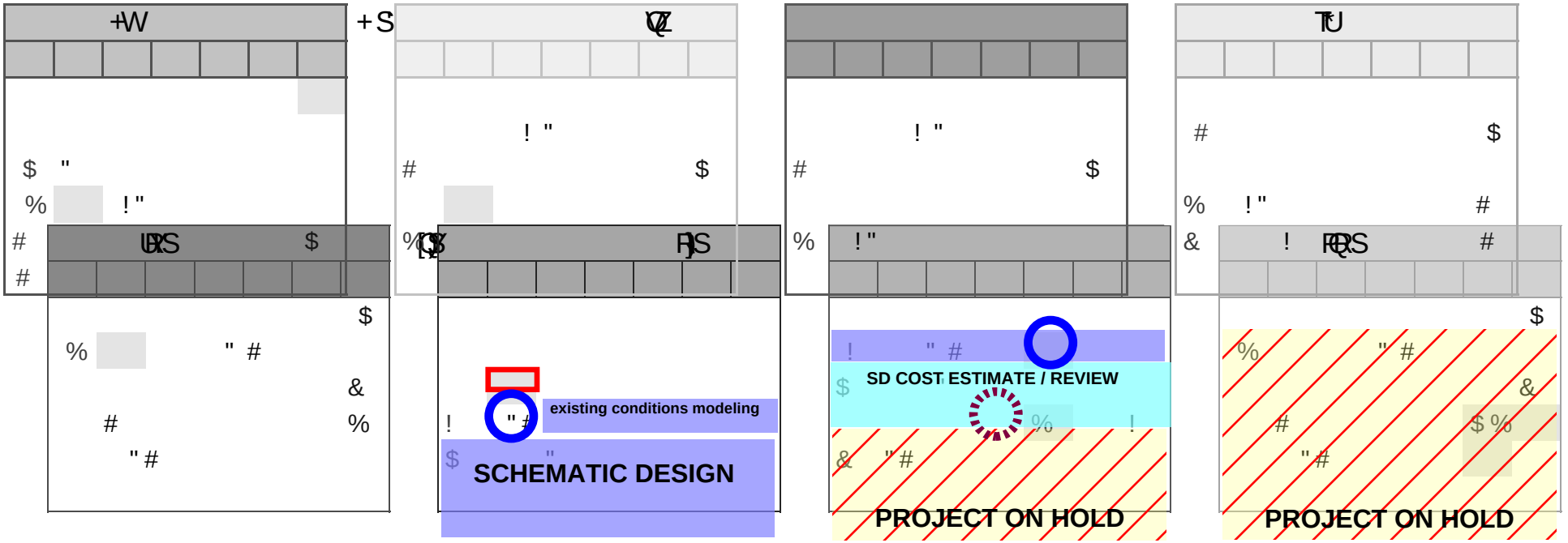
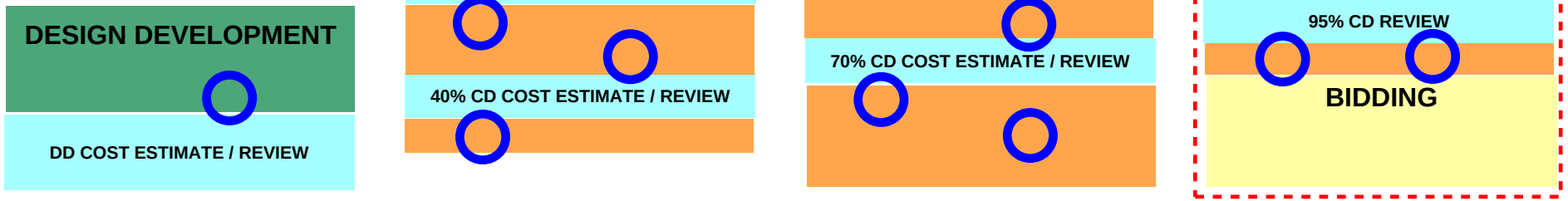
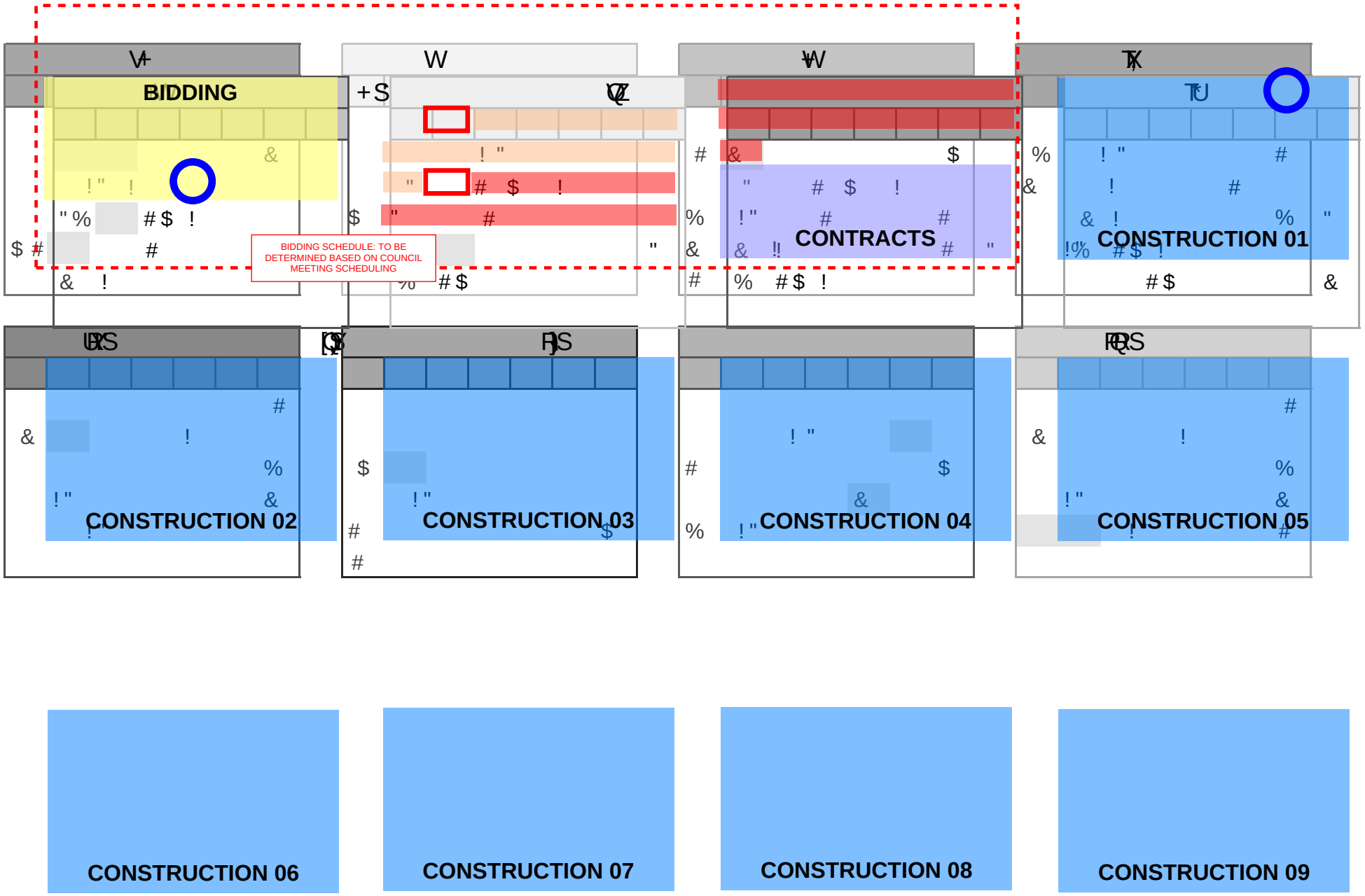
JOPLIN FIRE STATION 7
PRELIMINARY PROJECT SCHEDULE
01/03/2022

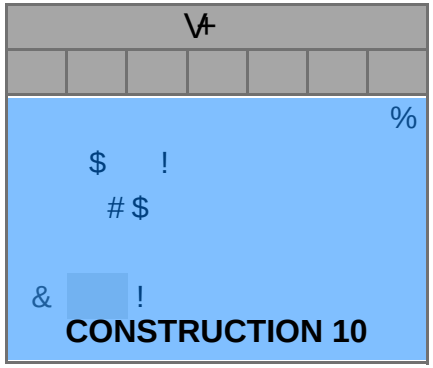
PROJECT MILESTONES

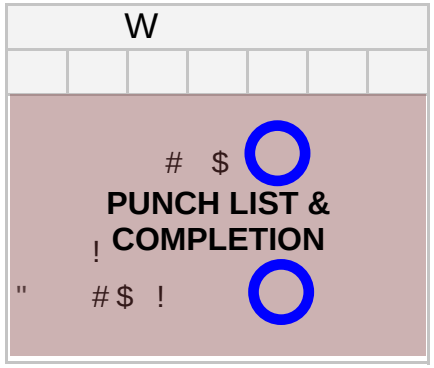
CITY COUNCIL MEETINGS
MONTHLY, 1ST AND 3RD MONDAYS

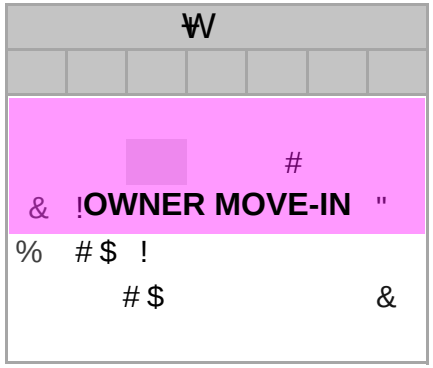


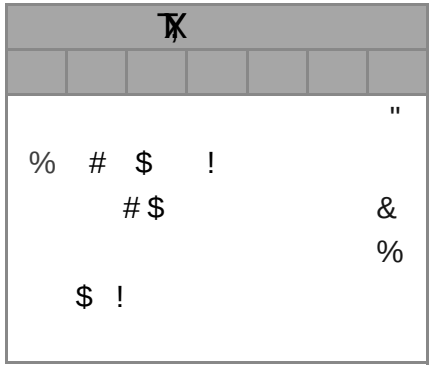


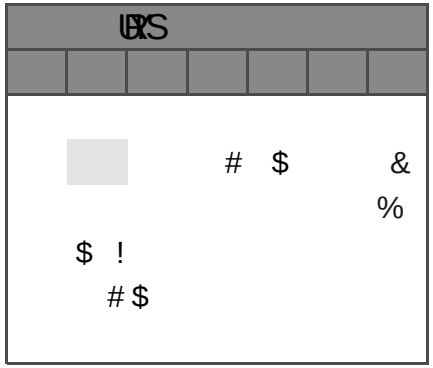

BIDDING
BIDDING SCHEDULE: TO BE DETERMINED BASED ON COUNCIL MEETING SCHEDULING
CONTRACTS
CONSTRUCTION 01
CONSTRUCTION 02
CONSTRUCTION 03
CONSTRUCTION 04
CONSTRUCTION 05
CONSTRUCTION 06
CONSTRUCTION 07
CONSTRUCTION 08
CONSTRUCTION 09

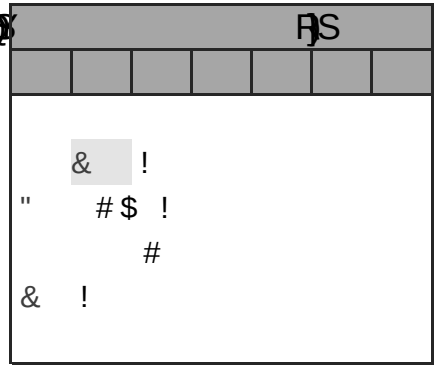

CONSTRUCTION 10

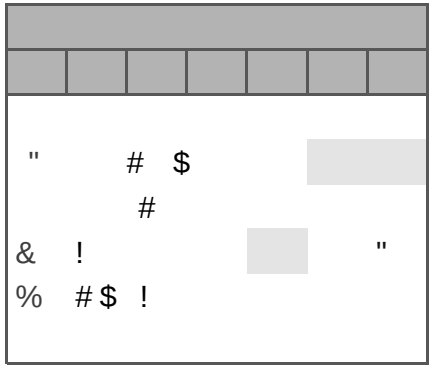

PUNCH LIST &
COMPLETION

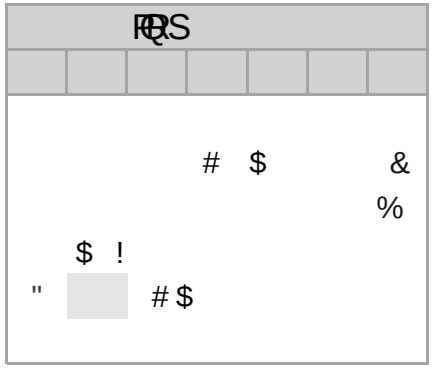

OWNER MOVE-IN











Project: Joplin Fire Station No. 07

Project Address: 6720 East 30th Street, Joplin, MO 64804

Phase: 100% Design Development

Date: Janruary 20th, 2022

Equipment Name	Quantity	Material/Model/Size	Furnish/Install	Power Req'	Comments/Remarks
KITCHEN					
Refrigerator / Freezer	3		OFCI	120V	Commercial. Contractor to provide wall box with water supply.
Freezer					
Dishwasher	1		OFCI	120V	Commercial. Contractor to provide wall box with water supply.
Range	1		OFCI	120V	Commercial range with dual oven. Contractor to provide gas supply and piping. Provide gas Shutoff Button at exit door for calls?
Oven					
Hood	1		OFCI	120V	Commercial / Fire Suppression
Sink	1		CFCI		Stainless Steel - Single Bowl?
Faucet	1		CFCI		Commercial with flexible spray nosel.
Undercounter Ice Machine	1		OFCI	120V	Commercial ice maker. Contractor to provide wall box with water supply.
Pot Rack					
Microwave			OFCI	120V	Commercial
Cabinetry		Solid Wood	CFCI		Trash and Recycle built into cabinetry.
Countertops & Backsplash			CFCI		Stainless Steel
Coffee Maker	1		OFOI		
Pantry	3	24"X24"X84"	CFCI		Part of Cabinetry

Equipment Name	Quantity	Material/Model/Size	Furnish/Install	Power Req'	Comments/Remarks
APPARATUS BAY					
Air Hose Reel	1		OFOI		
Water Hose Reel	1		OFOI		
Electric Cord Reel	1		OFOI		
Apparatus Doors	6		CFCI		
Transmitter Board					
Workbench - Tool Room	1		OFCI		Stainless Steel Countertop
Car Wash System					
Welder	1		OFOI		
Ladders	?		OFOI		
Hose Dryer	1		CFCI		
Large Overhead Fans	?		?		
PPE/Gear Locker	20		OFCI		
Eye Wash Station					
SCBA Compressor					
Hand Sink & Boot Wash	1		CFCI		Contractor to provide all rough-ins, water supply lines, and drain lines.
Wall Mounted Fill Station					
Commercial Ice Machine					
Air Tanks					
Cascade System	1		OFOI		Contractor to provide rough-ins. Will need fresh air intake.
Air Compressor	1		OFCI		Ancillary piping to be CFCI
Safe Air Vehilce Exhaust System	1		OFCI / OFOI		
Air Dryer	1		OFCI		Ancillary piping to be CFCI

Equipment Name	Quantity	Material/Model/Size	Furnish/Install	Power Req'	Comments/Remarks
DECON AREA					
PPE Washer/Extractor	1	64.7" H x 34.1" W x 51.1" D	OFOI	240V	Contractor to provide rough-ins
PPE Dryer Cabinet	1	22" D x 63"W x 87" H	OFOI	120V /240V	Contractor to provide rough-ins
SST 2 Compartment Sink	1		OFCI		Decon Area
Residential Washer	1		OFCI	120V	Contractor to provide rough-ins.
Residential Dryer	1		OFCI	240V	Contractor to provide rough-ins.
Hang up Bar	1		OFCI		
Cabinet w/ Shelving	1	7'-0" Tall	OFOI		
Sinks	1		CFCI		Contractor to provide rough-ins.
Showers	1		CFCI		Contractor to provide rough-ins.
Toilet	1		CFCI		Contractor to provide rough-ins.
Toilet Paper Dispensers	1		OFCI		Contractor to provide rough-ins.
Soap Dispensers	1		OFCI		Contractor to provide rough-ins.
Paper Towel Dispensers	1		OFCI		Contractor to provide rough-ins.
Grab Bars	1		CFCI		Contractor to provide rough-ins.

Equipment Name	Quantity	Material/Model/Size	Furnish/Install	Power Req'	Comments/Remarks
PERSONNEL LAUNDRY					
Residential Washer	1		OFCI	120V	Provide wall box with drain and water supply.
Residential Dryer	1		OFCI	240V	Provide vented access to exterior.
Laundry Sink					
Fold Down Ironing Board					

Equipment Name	Quantity	Material/Model/Size	Furnish/Install	Power Req'	Comments/Remarks
CONFERENCE / TRAINING ROOM					
Whiteboard					
Tackboard					
Projector Bracket					
Projector Screen					
TV Bracket					

Equipment Name	Quantity	Material/Model/Size	Furnish/Install	Power Req'	Comments/Remarks
GENERAL					
Fire Extinguisher Cabinet	3		CFCI		Kitchen / Bay / Dorm Areas
Fire Extinguisher Hook					
AED Cabinet					
Vending Machine					
Gas Grill	1		OFOI		Contractor to Provide Supply Line
Outdoor Table / Chairs	1		OFOI		
Security w/ Devices			OFOI		City's contracted vendor
Emergency Alert System			OFOI		City to bid out
Window Blinds			CFCI		All Windows and Openings
Shelving - Vehicle Maintenance			OFOI		

Equipment Name	Quantity	Material/Model/Size	Furnish/Install	Power Req'	Comments/Remarks
OFFICE FURNITURE					
Chair	3		OFOI		
Conference Table					
System Furniture					
Desk					
Filing Cabinet					
Bookcase					
Copier					

Equipment Name	Quantity	Material/Model/Size	Furnish/Install	Power Req'	Comments/Remarks
DORM ROOM FURNITURE					
Bunk	6		OFOI		Twin Bed
Nightstand					
Chair					
Desk	1		OFOI		Captain Bunk Work Space
Wardrobe	18	30"x24"x84"	OFOI		

Equipment Name	Quantity	Material/Model/Size	Furnish/Install	Power Req'	Comments/Remarks
KITCHEN / DINING / DAYROOM FURNITURE					
Dining Room Table	1		OFOI		
Coffee Table					
Dayroom Seating	4		OFOI		
Barstools					
Trash Container					
Large Screen TV	1		OFOI	120V / Data	DAYROOM - Contractor to provide wall cavity blocking. Contractor to provide power, boxes and conduit.
Standard TV	2		OFOI	120V / Data	FITNESS and Office - Contractor to provide wall cavity blocking. Contractor to provide power, boxes and conduit.
Display / Trophy Case					

Equipment Name	Quantity	Material/Model/Size	Furnish/Install	Power Req'	Comments/Remarks
RESTROOMS					
Toilet Paper Dispensers	3		OFCI		Contractor to provide rough-ins.
Soap Dispensers	3		OFCI		Contractor to provide rough-ins.
Paper Towel Dispensers	3		OFCI		Contractor to provide rough-ins.
Grab Bars	1 or 3		CFCI		Contractor to provide rough-ins.
Sinks	3		CFCI		Contractor to provide rough-ins.
Showers	2		CFCI		Contractor to provide rough-ins.
Janitor Sink	1		CFCI		Contractor to provide rough-ins.
Drinking Fountains	1		CFCI		Contractor to provide rough-ins. Located in Fitness.

JOPLIN FIRE STATION 7
RENDERING
02/11/22
21-658



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1310 S Main St
Joplin, MO 64801
417-885-0002
paragonarchitecture.com

GLMVArchitecture

21-658 Joplin Fire Station 7

DESIGN DEVELOPMENT V3
Total Project Summary Worksheet - Opinion of Probable Costs (OPC)
2/10/2022

Description	Area		Cost	Cost/SF	Notes
Total Construction Opinion of Probable Costs	8,790	SF	$3,795,767.00	$431.83	Cost taken from provided itemized cost estimate.
Design Contingency *10%*			$379,576.70		
			$4,175,343.70	$475.01	
The following items are those normally provided by the owner during the course of the project. These cost are not included in the construction estimate.					
Site Acquisition Costs			$0.00		
Utility Relocation Costs			$0.00		
Hazardous Materials Abatement (if any)			$0.00		
Street Improvements			$0.00		
Special Assessments or Development Fees			$0.00		
Site Survey			$0.00		Site survey previously completed.
Soil Borings and Geotechnical Report			$10,900.00		
Design Milestone Estimating			$16,500.00		
Reimbursable Expenses			$8,000.00		Estimated.
Architect and Engineer's Fees			$255,000.00		
Drawing Reproduction Costs			$0.00		Included in Reimbursable Expenses.
Testing and Inspections			$25,000.00		Estimated.
Advertisement of Bids			$2,000.00		Estimated.
Building Review Fee, Building Permit Fee, Tap Fees, DNR Permit Fees, etc.			$25,000.00		Estimated.
Moving Expenses			$0.00		
Financing Costs			$0.00		
Legal Fees			$0.00		
Other Items			$0.00		
Identified Owner Furnished Owner Installed items:					
Refer to DD Milestone Equipment List					
Identified Owner Furnished Contractor Installed items (need confirmation):					
Refer to DD Milestone Equipment List					
Owner's Contingency		5%	$189,788.35		4% minimum owners contingency is required in the contract.
		Total Project Costs:	**$4,707,532.05**		

NOTICE TO THE OWNER

1. The preceding values are allowances only; actual costs may vary.

2. The budget represents the Architect's understanding of the Owner's budget and is not intended to be used as a formal accounting tool.

3. FF&E to be provided by Owner unless otherwise noted in Construction Documents or Contracts.

4. Project expenses are intended to alert the Owner that other expenses beyond construction are generally required in order to complete the entire project. There may be additional items not listed here and the Owner must identify and confirm all possible cost items and the amounts budgeted.

5. The Owner shall furnish all legal, insurance and accounting services, including additional services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

6. The Owner shall establish and periodically update the Owner's budget for the project, including the budget for the cost of work as defined in the Agreement between Owner and Architect, the Owner's other costs, and reasonable contingencies related to all of these costs. If thethe cost of the work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a Owner significantly increased or decreases the Owner's budget for the cost of the work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

7. Reference also AIA Agreement between Owner and Architect.



Updated 100% DD
Joplin Fire Station #7

VERSION 3

Prepared By:
GLMV Architecture, Inc.

1525 E. Douglas
Wichita, Kansas 67211

Submittal Date: February 9, 2022

PROJECT INFORMATION

Designer: **- GLMV Architecture, Inc.**
Estimator: **Sky Hounschell**
Date of Report: **February 9, 2022**
Processing Software: **MII 4.4**
Work Breakdown Structure (WBS): **WBS**
Database: **MII English Cost Book 2021-C**
Method of Measurement: **US Standard**
Currency: **US $**

PROJECT SCOPE

No. of Buildings: **1**
Demolition: **NA**
Hazardous Materials: **NA**
Site: **NA**

Cost Estimate and Budget Disclaimer

Disclaimer: The Client understands that the Architect, in providing opinions of probable construction costs, has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Architect's opinions of probable construction costs are made on the basis of the Architect's professional judgment and experience. The Architect makes no warranty, express or implied, that the final bids or the negotiated cost of the Work will not vary from the Architect's opinion of probable construction cost.

Designed by
Paul Michell GLMV Architecture 816-444-4200
Estimated by
Sky Hounschell GLMV Architecture 316-265-9367

Design Document	Updated 100% DD
Document Date	2/9/2022
Budget Year	2022
UOM System	Original

Direct Costs

LaborCost
EQCost
MatlCost
SubBidCost

Timeline/Currency

Preparation Date	2/9/2022
Escalation Date	8/1/2022
Eff. Pricing Date	1/1/2022
Estimated Duration	365 Day(s)
Currency	US dollars
Exchange Rate	1.000000

Costbook CB22EN: 2022 MII English Cost Book

Labor MO2020004: MO20210049 09/10/2021

Equipment EP22R05: MII Equipment 2022 Region 05

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Sealed concrete floors (clear sealer) ILO polished concrete floors 1
Polished Floor Finishes 1
Sealed Concrete 1
Omit the Big Ass fan 1
Fans 1
Plastic laminate countertops in dorm rooms, captains rooms and office ILO of Quartz One. 1
Omission of wardrobes in dorm rooms 1
Omission of rub rails 1
Omission of Wall Blokker 1
Omission of monument sign 1
Wood slat trash enclosure ILO a masonry enclosure 1
Wood Enclosure 1
Brick Veneer Wall 1
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Reduce number of refrigerators to 1 and fill in void with casework ILO of 3 2
Asphalt shingles ILO standing seam 2
Metal Roofing 2
Asphalt Roof Shingles 2

Description	UOM	Quantity	ProjectCost
Combined Building and Sitework			**3,795,767**
Primary Facilities			**3,041,574**
General Requirements			**134,695**
RSM 015213200250 Office Trailer, furnished, rent per month, 20' x 8', excl. hookups	EA	12.00	3,081
RSM 015213400120 Field Office Expense, office supplies, average	MO	12.00	1,277
USR Contract Closeout	MO	1.00	7,982
RSM 017413200050 Cleaning Up, cleanup of floor area, continuous, per day, during construction	MSF	8.52	366
USR Final Job Clean-Up	LS	1.00	5,188
RSM 017413200100 Cleaning Up, cleanup of floor area, final by GC at end of job	MSF	8.52	737
RSM 015213400140 Field Office Expense, telephone bill; avg. bill/month, incl. long dist.	MO	12.00	8,302
RSM 015813500020 Project Signs, sign, high intensity reflectorized, buy, excl. posts	SF	400.00	18,093
USR Insurance and Bond	LS	1.00	7,088
USR Mob and De- Mob	LS	1.00	13,304
USR Storage/Tool Trailer ($175/MON) (4)	MO	12.00	2,794
USR Pick-Up Truck 4X2 1/2-TON PICK-UP, 4900 GVW (4)	MO	12.00	8,780
MIL Assistant superintendent	EA	12.00	49,490
RSM 015113500880 Temporary electrical power equipment (pro-rated per job), connections, office trailer, 100 amp (4)	EA	12.00	3,934
RSM 015113800700 Temporary Utilities, temporary construction water bill per month, average	MO	12.00	4,278
Substructure			**158,065**
Slab On Grade			
Footings			
RSM 033113702600 Structural concrete, placing, spread footing, direct chute, over 5 C.Y., includes leveling (strike off) & consolidation, excludes material	CY	35.20	722
RSM 312323130500 Backfill and compact, by hand, 6" layers, air rammer/tamper, add	ECY	35.20	396
RSM 312323131900 Backfill, trench, up to 300' haul, dozer backfilling, excludes compaction	LCY	317.00	543
HNC 312316440205 Excavate and load, bank measure, medium material, 3/4 C.Y. bucket, wheeled loader	BCY	634.00	1,461
RSM 033113350480 Structural concrete, ready mix, heavyweight, high early, 3000 psi, includes local aggregate, sand, Portland cement (Type III) and water, delivered, excludes all additives and treatments	CY	35.20	5,926
RSM 031113455150 C.I.P. concrete forms, footing, spread, plywood, 4 use, includes erecting, bracing, stripping and cleaning	SFC	2,851.00	15,518
RSM 032111600600 Reinforcing steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	TON	3.90	8,345
HNC 051223775300 High strength bolts, in place, light reaming, 7/8" dia, average	EA	633.00	7,022
Standard Slab On Grade			
RSM 031516300100 Expansion joint, cold, keyed, 24 ga. X 5-1/2" high, includes stakes	LF	793.00	3,262
RSM 031505122400 Chamfer strip, polyvinyl chloride, 1" radius with leg	LF	11,703.00	23,981
RSM 033113704650 Structural concrete, placing, slab on grade, pumped, over 6" thick, includes leveling (strike off) & consolidation, excludes material	CY	188.00	4,394

Description	UOM	Quantity	ProjectCost
RSM 031516301100 Expansion joint, rubberized asphalt, fuel resistant, 1/2" x 1", hot applied	LF	793.00	1,343
RSM 032211100650 Welded wire fabric, plain, sheets, 4 x 4 - W2.9 x W2.9 (6 x 6) 61 lb. per C.S.F., ASTM A185, incl labor for accessories, excl material for accessories	CSF	10.55	956
RSM 033713300150 Rebar reinforcing, #4 bars, @ 12" each way	SF	5,845.00	23,695
RSM 031113651420 C.I.P. concrete forms, bulkhead for slab on grade w/ keyway, 7-1/2" high, exp metal, includes erecting, bracing, stripping and cleaning	LF	116.00	431
RSM 033516302000 Concrete finishing, floor, hardener, dry shake on fresh concrete, metallic, light service, 0.50 psf	SF	6,900.00	9,065
RSM 033513300200 Concrete finishing, fresh concrete flatwork, floors, basic finishing for unspecified flatwork, bull float, manual float & manual steel trowel, excl placing, striking off & consolidating	SF	6,900.00	6,390
RSM 072610100900 Vapor retarders, building paper, polyethylene vapor barrier, standard, 6 mil (.006" thick), 9' x 400' roll	SQ	69.00	1,263
RSM 312316161000 Structural excavation for minor structures, bank measure, bottom of excavation, hand trimming	SF	6,900.00	5,687
RSM 313116133000 Chemical termite control, soil poisoning (sterilization)	SF	6,900.00	4,940
RSM 033113350520 Structural concrete, ready mix, heavyweight, high early, 4000 psi, includes local aggregate, sand, Portland cement (Type III) and water, delivered, excludes all additives and treatments	CY	188.00	32,726
Superstructure			**315,331**
Roof Construction			
Structural Frame			
USR B1020010115 Cold-Formed Metal Truss	SF	10,433.00	277,975
Roof Decks and Slabs			
USR B1020030306 1-1/2" Galv. Metal Roof Deck, Open Type, F.P.	SF	9,932.00	37,356
Exterior Enclosure			**488,326**
Stucco			
RSM 072216100850 Gypsum cover board, primed fiberglass mat faced,1/2" thick, fastening excluded	SF	1,830.00	2,194
RSM 015423700200 Scaffolding, steel tubular, regular, labor only to erect & dismantle, building exterior, wall face, 6'-4" x 5' frames, 6 to 12 stories, excludes planks	CSF	1.83	441
RSM 040513300200 Mortar, masonry cement, 1:3 mix, type N	CF	128.00	1,420
RSM 096616100020 Scratch coat only	SF	1,830.00	6,011
RSM 047220100370 Expanded metal lath, diamond, galvanized, 2.5 #/S.Y., excludes scaffolding	SY	204.00	1,754
RSM 092423400015 Stucco, 3 coats, float finish	SY	204.00	9,505
Metal Studs (Exterior)			
RSM 092213130050 Furring, walls, galvanized, 1-1/2" channels, 16" O.C.	SF	5,680.00	32,043
Exterior Windows			
Storefront and Windows			
RSM 084313101050 Frames, aluminum, door, entrance, EFCO colonial white finish, storefront, 3' x 7' opening, with 3' high transom above	OPN	3.00	3,449
HNC 085113206680 Windows, aluminum, commercial grade, insect screen, EFCO colonial white	SF	217.00	4,553
NLU 087113201700 Door hardware, automatic openers, industrial, pnuematic, single swing door	EA	1.00	4,768

Description	UOM	Quantity	ProjectCost
RSM 084113201160 Tube framing, for window walls and storefronts, aluminum, stock, flush tube frame,EFCO colonial white, spandrel cover both faces, 2" wide	SF	382.00	45,583
Exterior Soffits			
USR 2010070801 Exterior Soffits and Canopies	SF	1,000.00	45,002
Brick			
RSM 015423700090 Scaffolding, steel tubular, regular, labor only to erect & dismantle, building exterior, wall face, 6'-4" x 5' frames, 1 to 5 stories, excludes planks	CSF	54.00	9,763
RSM 076510100060 Sheet metal flashing, aluminum, flexible, mill finish, .019" thick, including up to 4 bends	SF	770.00	3,557
RSM 040513300200 Mortar, masonry cement, 1:3 mix, type N	CF	526.30	5,840
RSM 040519160100 Masonry anchors, veneer wall ties, corrugated, galvanized, 24 ga., 7/8" x 7"	CCT	1.77	110
RSM 040523130120 Control joint, PVC, "T" shaped	LF	105.00	283
RSM 051223450020 Lintel angle, structural, unpainted, under 500 lb., shop fabricated	LB	362.00	860
RSM 042113140200 Brick veneer masonry, utility brick, truckload lots, 3.00/SF, includes 3% brick and 25% mortar waste, excludes scaffolding, grout and reinforcing	SF	5,400.00	96,001
CMU			
RSM 015423704150 Scaffolding, steel tubular, regular, labor only to setup & dismantle, 1 to 5 stories, excludes planks	CSF	80.59	14,570
RSM 040513300500 Mortar, masonry cement, 1/2:1:4 mix, type S	CF	513.00	5,509
RSM 040516300250 Grout, concrete masonry unit (CMU) cores, 8" thick, 0.258 CF/SF, pumped, excludes blockwork	SF	1,343.00	5,900
RSM 040519260060 Masonry reinforcing bars, #5 and #6 reinforcing steel bars, placed vertically, ASTM A615	LB	1,947.00	2,850
RSM 042210140450 Concrete block, back-up, normal weight, tooled joint one side, 2000 psi, 8" x 8" x 16", includes mortar, excludes scaffolding, horizontal reinforcing, vertical reinforcing and grout	SF	8,058.00	123,660
RSM 051223450020 Lintel angle, structural, unpainted, under 500 lb., shop fabricated	LB	451.00	1,072
RSM 071353101500 Elastomeric sheet waterproofing, neoprene sheets, plain, nylon reinforced, 45 mils thick	SF	8,058.00	35,227
Signage			
USR Building Signage	EA	1.00	26,399
Roofing			**118,208**
Roof Coverings			
Metal Roofing			
RSM 074113201050 Steel roofing panels, standing seam, painted finish, on substrate, 2" standing seam, 22 gauge	SF	10,750.00	75,457
Roof Insulation and Fill			
Rigid Insulation 6" Thick			
RSM 072216101745 Polyisocyanurate Insulation, for roof decks, 6" thick, R30.74, 2#/CF density	SF	10,400.00	26,102
Gutter			
RSM 077123300400 Aluminum gutters, stock units, enameled, 5" box, .032" thick	LF	557.00	5,018
RSM 077123105100 Aluminum downspouts, corrugated, 3"x 4" rectangular, 26 gauge	LF	200.00	1,812
Snow Guard			

Description	UOM	Quantity	ProjectCost
RSM 077253100400 Snow guards, double rail type, including pipe	LF	190.00	9,818
Interior Construction			**273,749**
Partitions			
RSM 054113304190 Partition, galvanized LB studs, 6" 20 Ga. studs 16" O.C. x incl galvanized top & bottom track, excl openings, headers, beams, bracing & bridging	LF	160.00	15,774
RSM 092216133180 Metal stud partition, non-load bearing, galvanized, 12'high, 2-1/2" wide, 20 gauge, 16" O.C., includes top & bottom track	SF	720.00	5,568
RSM 054113304150 Partition, galvanized LB studs, 3-5/8" 20 Ga. 16" O.C, incl galvanized top & bottom track, excl openings, headers, beams, bracing & bridging	LF	338.00	25,793
Exterior Wall Backup Construction			
USR B2010020310 5/8" Gypsum Board/Installed/Taped & Finished	SF	21,000.00	58,310
USR B2010020311 Paint to Gypsum Board Walls Using Roller	SF	21,000.00	26,788
RSM 072113100600 Wall insulation, rigid	SF	5,400.00	20,051
USR Acoustics Wall Blokker	SF	2,200.00	2,987
USR Inpro Palladium Rub Rails	PR	8.00	1,125
Doors			
Interior Doors			
3'0" X 7'0" HM Door			
RSM 099123350120 Paints & coatings, interior latex, doors, flush, both sides, roll & brush, finish coat, incl. frame & trim	EA	16.00	421
RSM 087120423110 Door hardware, mortise lockset, commercial, cast knobs and sectional trim, keyed, office/entrance/apartment, grade 1	EA	7.00	6,168
RSM 081313130700 Doors, commercial, steel, flush, full panel, hollow core, hollow metal, 20 ga., 3'-0" x 7'-0" x 1-3/4" thick	EA	7.00	7,860
RSM 081213133002 Frames, steel, knock down, hollow metal, 14 gauge, up to 5-3/4" D, 7'-0" H, 3'-0" W, single	EA	7.00	2,459
USR FEMA rated, 3'-0" x 7'-0" door	EA	1.00	3,807
3'0" X 7'0" Wood Door			
RSM 081213132800 Frames, steel, knock down, hollow metal, single, 14 ga., up to 3-7/8" deep, 3'-0" x 7'-0"	EA	15.00	4,778
RSM 099123350120 Paints & coatings, interior latex, doors, flush, both sides, roll & brush, finish coat, incl. frame & trim	EA	30.00	790
RSM 087120423110 Door hardware, mortise lockset, commercial, cast knobs and sectional trim, keyed, office/entrance/apartment, grade 1	EA	15.00	13,217
RSM 081433201100 Doors, wood, flush, birch, solid core, 1-3/4" x 7'-0" x 3'-0" wide	EA	15.00	13,745
6'0" X 7'0" Pair Doors			
HNC 099123550310 Paints & Coatings, misc. painting, wood surfaces, door & frame, painted finish	EA	4.00	271
HNC 087120408540 Door hardware, lockset, heavy duty, cylindrical, with sectional trim, brass base, entrance series, US26D	EA	2.00	834
RSM 087120900950 Door hardware, hinges, full mortise, high frequency, steel base, US26D, 3-1/2" x 3-1/2"	PR	2.00	87
RSM 081413103110 Doors, solid wood, decorator, pine, 1-3/4" thick stile and rail, 3'-0" x 7'-0", max	EA	2.00	2,547

Description	UOM	Quantity	ProjectCost
RSM 081213132840 Frames, steel, knock down, hollow metal, double, 14 ga., up to 3-7/8" deep, 7'-0" h x 6'-0" w	EA	1.00	378
Overhead Doors			
RSM 083613102800 Doors, overhead, commercial, stock, steel, heavy duty, sectional, chain hoist, 14' x 14' high	EA	6.00	37,586
RSM 087113201860 Door hardware, automatic openers, industrial duty, wall pushbuttons, jackshaft	EA	6.00	17,988
Interior Windows			
HNC 112216135650 Window, pass thru. painted steel, 36" x 48"	EA	1.00	4,415
Interior Finishes			**223,354**
Ceiling Finishes			
Acoustical Ceiling Tiles			
RSM 095123100300 Suspended acoustic ceiling tiles, fiberglass boards, film faced, 2' x 2' or 2' x 4' x 5/8" thick (USG Radar and ClimaPlus High NRC)	SF	3,256.00	30,402
Other Ceiling Finishes			
USR C3030900615 Paints & Coatings, Ceilings	SF	1,050.00	2,218
USR B2010020310 5/8" Gypsum Board/Installed/Taped & Finished	SF	1,021.00	2,835
Floor Finishes			
Carpet Tile			
RSM 096813100200 Carpet tile, tufted nylon, cushion back, 20 oz., 18" x 18"	SY	80.00	3,597
Other Flooring Finishes			
HNC 096513130730 Cove base, vinyl plastic, group 2, all (except white), 4" h, 1/8" thick	LF	1,000.00	4,383
RSM 096466102800 Athletic flooring	SF	430.00	13,117
Polished Floor Finishes			
RSM 033543100240 Polished concrete floors, processing of interior floors, grinding and edging with diamond/metal matrix, 200-grit, includes wet grinding, wet vac pick-up, auto scrubbing between grit changes	MSF	1.69	1,360
RSM 099113900480 Paints & coatings, concrete floors, smooth surface, second coat, waterproof sealer	SF	1,690.00	3,145
RSM 099113900520 Paints & coatings, concrete floors, porous, first coat, waterproof sealer	SF	1,690.00	3,473
RSM 099123720340 Paints & coatings, concrete, sealer coat	SF	110.00	219
Wall Finishes			
Tile and Terrazzo Wall Finishes			
RSM 093013106000 Porcelain tile, walls, interior, thin set, decorated tile	SF	1,280.00	13,716
RSM 093013107000 Porcelain tile, for epoxy grout, 1/16" joints, 4-1/4" tile, add	SF	1,280.00	2,031
Specialties			
Compartments, Cubicals			
USR C1030010102 Toilet Accessories	EA	4.00	10,082
USR C1030010106 Lavatory Accessories	EA	8.00	9,514
Identifying Devices			
USR C1030040402 Door Sign, 6" X 6"	EA	16.00	1,305

Description	UOM	Quantity	ProjectCost
Lockers			
RSM 105113100140 Lockers, PPE (OFCI)	EA	20.00	3,264
NLU 105713102400 Casework cabinet, w/door, baked enamel finish	EA	18.00	50,382
Casework			
Counters and Cabinets			
RSM 123223109560 Custom cabinets, rule of thumb: kitchen cabinets, wood, excl. counters & appliances	LF	108.00	46,927
RSM 123570131900 Casework, base cabinets, stainless steel counter top	LF	45.00	10,908
USR DalTile Quartz One Countertops	LF	73.00	10,475
Services			**1,322,498**
Fire Protection			**71,307**
Sprinklers And Releasing Devices			
USR D4040010102 Concealed Sprinkler Heads, Pipes & Fittings - Ord. Haz.	SF	8,475.00	54,837
Fire Alarm			
USR Fire Alarm Strobe	SF	8,475.00	5,637
USR Fire Alarm Manual Pull Station	EA	5.00	1,227
USR Fire Alarm Horn - ceiling mounted	EA	15.00	2,953
USR Fire Alarm System Programming	EA	1.00	6,652
Plumbing			**223,493**
Plumbing Fixtures			
Lavatories			
USR D2010030302 Wall Hung 18" By 15" White Single Bowl Lavatory	EA	3.00	5,524
USR D2010040402 S.S. Sink, Double Bowl 32 X 21 X 7	EA	2.00	3,678
RSM 224216406770 Sink, service, mop, molded stone, with rim, 3 sides, 24" x 36", includes faucet and drain	EA	2.00	1,298
RSM 224116163000 Sink, kitchen, counter top style, stainless steel, self rimming, single bowl	EA	1.00	1,195
RSM 224136100050 Porcelain enamel on cast iron, single compartment, round, drop-in, sink	EA	2.00	2,315
NLU 112713100350 Sink with stand, 16" deep	EA	1.00	3,783
Drinking Fountains			
USR D2010060606 Handicapped Type 8 GPM Water Cooler W/Rough In	EA	1.00	5,257
USR D2010060602 14 GPH Electric Water Cooler - Wall Mounted	EA	2.00	3,347
USR Bottle Filling Station, Non-Electric, Non-Filtered, Surface Mounted, add	EA	2.00	3,573
Waterclosets			
USR D2010010106 Wall Mounted Water Closet, White Vitreous China	EA	4.00	11,700
Showers			
RSM 220719106860 Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 1" wall, 3/4" iron pipe size	LF	166.00	894
RSM 221113232140 Pipe, copper, tubing, solder, 1/2" diameter, type L, includes coupling & clevis hanger assembly 10' O.C.	LF	132.00	1,716

Description	UOM	Quantity	ProjectCost
RSM 221316203010 Pipe, cast iron soil, single hub, service weight, 2" diameter, push-on gasket joints 10' OC, includes clevis hanger assemblies 5' O.C.	LF	66.00	2,329
RSM 221316502820 Drain, shower, with strainer, uniform diameter trap, bronze top, 4" pipe size	EA	3.00	2,321
RSM 224123204200 Shower, stall, rough-in, supply, waste and vent for above shower	EA	3.00	3,103
RSM 224123405500 Shower, head, water economizer, 1.6 GPM	EA	3.00	283
RSM 224123405800 Shower, mixing valve, built-in	EA	3.00	909
Eye Wash Station			
HTW 019413201109 Eye wash stations	EA	1.00	8,898
OFCI Items			
USR Rough-ins	LS	1.00	15,569
Domestic Water Distribution			
Pipe & Fittings			
USR D2020010101 Copper Pipe & Fittings (1/2" to 4" Dia. Piping)	EA	15.00	32,208
Valves & Hydrants			
Valves & Hydrants	EA	30.00	17,303
Specialties			
USR D2020050502 Domestic Water Supply Specialties, 25.4 mm(1")	EA	6.00	5,515
USR D2020050503 Trap Primer Unit For Seldom Access Floor Drains	EA	1.00	76
Domestic Water Equipment			
USR D2020030106 Domestic Hot Water Heaters	EA	1.00	23,799
USR D2020030114 Water Heater & Circulating Pump	EA	1.00	22,053
Sanitary Waste			
Waste Pipe & Fittings			
USR D2030010101 Pipe, cast iron, assemblie	EA	21.00	34,653
Vent Pipe System			
USR D2030020202 Pipe, cast iron,Assemblie	EA	21.00	4,382
Floor Drains			
USR D2030030303 Medium Duty And Heavy Duty Cast Iron Floor Drains	EA	8.00	5,814
HVAC			**688,371**
Energy Supply			
Gas Supply System			
USR 1000 MBH Natural Gas Supply (Complete project cost)	EA	1.00	6,322
Heat Generating Systems			
Boilers			
USR D3020020313 Hot Water Boiler (2), Gas Fired complete w/ fittings	EA	1.00	101,795
Vav Box			
USR D3020030401 VAV Box - HW Reheat	EA	12.00	208,985
Cooling Generating Systems			

Description	UOM	Quantity	ProjectCost
Chilled Water Systems Remove			
USR D3030011102 15-ton packaged dx rooftop unit	EA	1.00	36,696
Distribution Systems			
Air Distribution, Heating & Cooling			
USR D3040011161 Ductwork, and insulation Commercial Building	LB	13,640.00	89,813
Hot Water Distribution Systems			
USR D3040031322 Piping Risers - Hot Water for Heating Supply & Return Piping (Medium Load)	LF	788.00	54,811
Other Distribution Systems			
USR D3040909001 Vehical Exhaust Ventilation System	EA	1.00	50,110
Controls & Instrumentation			
HVAC Controls			
USR D3060010181 Controls For Mech. Equipment Room Ventilation System	EA	1.00	1,025
USR D3060011102 Controls, Commercial HVAC Systems	EA	1.00	46,942
Other HVAC Systems & Equipment			
Other Special Mechanical Systems			
USR Radiant Floors	LS	4,050.00	91,873
Electrical, Lighting, Comm, And Security			**339,326**
Electrical			
Electrical Service & Distribution			
Main & Secondary Transformers			
USR D5010010152 Main Transformer, 600A Distribution	EA	1.00	35,158
USR D5010010255 120/208V Secondary - 3 Phase 4 Wire	EA	1.00	12,756
Switchboards & Panelboards			
USR D5010040581 Panel board 120/208V 100A	EA	2.00	8,638
USR D5010040582 Panel board 120/208V 225A	EA	1.00	7,416
Lighting & Branch Wiring			
Branch Wiring			
USR D5020010101 120 Volt, 20 Amp Duplex Receptacle - Stud Partition	EA	59.00	27,136
USR D5020010107 120 Volt, 15 Amp Duplex Ground Fault Receptacle	EA	16.00	7,281
USR D5020010129 400A 4 Pole W/P Generator Receptacle	EA	1.00	20,336
USR D5020010136 Equipment Connections For Up To 5 HP	EA	4.00	5,204
USR D5020010137 Equipment Connections For Up To 10 HP	EA	3.00	5,004
USR D5020010138 480 Volt Equipment Connections For Motors - 15 To 25 HP	EA	2.00	3,088
USR D5020010139 480 Volt Equipment Connections For Motors - 30 T0 40 HP	EA	3.00	5,805
Lighting Equipment			
USR D5020020201 Four Foot Strip LED Fixture	EA	7.00	4,290
USR D5020020202 2' X 4' Lay-In LED Fixture	EA	64.00	68,506
USR D5020020207 2' X 4' Lay-In LED Fixture With Emergency Unit	EA	14.00	16,983

Description	UOM	Quantity	ProjectCost
USR D5020020208 4' Industrial LED Fixture	EA	3.00	1,964
Other Lighting And Branch Wiring			
USR D5020909011 Fire Alarm Pull Station	EA	3.00	1,618
Fans			
RSM 233414102540 Fans, ceiling fan, extra quiet, 0.10" S.P., 210 CFM	EA	8.00	4,707
USR Big Ass Fan	EA	1.00	8,524
Public Address System Allowance			
Telecommunications Systems			
USR D5030010308 Phone/Data Drop (2 cable - 150' average)	EA	14.00	5,354
Public Address Systems			
USR D5030020401 Sound And Public Address	LS	1.00	10,870
Security Systems			
USR D5030050801 Card Reader Security System	EA	5.00	2,926
USR D5030050802 CCTV Security System	EA	1.00	3,317
USR D5030050807 Light Control System	EA	1.00	2,210
Other Electrical Services			
Grounding Systems			
USR D5090030302 Building Grounding	EA	4.00	3,208
Lightning Protection			
USR D5090040401 Lightning Protection System	EA	11.00	5,864
Generator			
RSM 263213132500 Generator set, natural gas, 3 phase 4 wire, 120/208 V, 150 kW, incl battery, charger, muffler	EA	1.00	59,294
RSM 275119102800 Annunciator, excl rough-in wires, cables & conduits	EA	1.00	1,870
Equipment			**7,348**
USR Capital Precision Series MCR488L (Range) (OFCI)	EA	1.00	221
USR LG LSXS26336D Side-by-Side Refrigerator (OFCI)	EA	3.00	650
USR Type 1 range hood with suppression (OFCI)	EA	1.00	4,266
USR LG LDT9965BD Built- in Dishwasher (OFC	EA	1.00	271
USR LG LMV2031BD2.0 cu. ft. Over-the-Range Microwave Oven (OFCI)	EA	1.00	284
USR Scotsman CU2026MA-1 Air-Cooled 200 LB Medium Cube Undercounter Ice Machine	EA	1.00	556
RSM 114251102980 Exhaust hood, commercial kitchen equipment, stainless steel, gutter on all sides, 4' x 4' x 7' (OFCI)	EA	1.00	1,100
Support Facilities			**754,194**
Paving, Walks, Curbs And Gutters			**273,397**
Concrete Parking & Pavement			

Description	UOM	Quantity	ProjectCost
RSM 031113655050 C.I.P. concrete forms, slab on grade, screed, wood, 2" x 4", includes stakes, erecting, bracing, stripping and cleaning	LF	1,148.00	3,775
RSM 032111600600 Reinforcing steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	TON	18.23	39,816
RSM 031516200160 Control joint, concrete floor slab, sawcut in green concrete, 2" depth	LF	6,380.00	4,774
RSM 033113701900 Structural concrete, placing, continuous footing, shallow, direct chute, includes leveling (strike off) & consolidation, excludes material	CY	734.00	16,057
RSM 033113350480 Structural concrete, ready mix, heavyweight, high early, 3500 psi, includes local aggregate, sand, Portland cement (Type III) and water, delivered, excludes all additives and treatments	CY	734.00	122,935
RSM 321723141310 Pavement markings, permanent thermoplastic tape, 12" width, including layout	LF	266.00	3,294
RSM 033923130300 Concrete surface treatment, curing, sprayed membrane compound	CSF	295.10	7,947
RSM 031516300500 Expansion joint, neoprene, liquid, 1/2" x 1", cold applied	LF	1,084.00	4,527
HNC 033923230205 Curing, burlap/poly blanket, 2 ply	CSF	295.10	15,686
RSM 321313230720 Concrete paving surface treatment, transverse contraction joints, saw cut and grind	LF	6,380.00	33,394
RSM 321713191100 Precast concrete parking bumpers, wheel stops, precast concrete, 8" x 13" x 6' - 0", includes 2 dowels per each	EA	1.00	267
RSM 321723141210 Pavement markings, handicap sign and post, 12" x 18"	EA	1.00	314
HNC 101453200580 Signs, stock, reflectorized, UTMCD standard, handicap parking sign, 12" x 18", with posts	EA	1.00	82
Concrete Sidewalk			
RSM 320610100350 Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3000 psi, 5" thick, excludes base	SF	2,825.00	16,537
RSM 031113470050 C.I.P. concrete forms, sidewalk, turn down	LF	133.00	3,992
Landscaping			**7,750**
Seeding			
RSM 329219130020 Seeding, mechanical seeding, 215 lb./acre	ACR	1.57	5,259
Irrigation Sleeves			
HNC 331113254620 Polyvinyl chloride, pipe, 4", schedule 40 pipe, excludes excavation or backfill	LF	200.00	2,490
Exterior Electrical Distribution			**49,514**
Ductbanks,Manholes,Handholes & Raceways			
5" PVC Ductbank			
RSM 337119151080 Electrical Underground Ducts and Manholes, PVC, with coupling, 5" diameter, schedule 40, installed by direct burial in slab or duct bank	LF	360.00	6,293
HNC 337119170900 Hand holes, precast concrete, with concrete cover, 3' x 3' x 4' deep, excludes excavation, backfill and cast in place concrete	EA	3.00	8,375
RSM 033113350460 Structural concrete, ready mix, heavyweight, high early, 3000 psi, includes local aggregate, sand, Portland cement (Type III) and water, delivered, excludes all additives and treatments	CY	18.30	3,013
HNC 312323131220 Backfill, trench, 40 - 60 H.P. front-end loader, excludes compaction	LCY	32.00	102
RSM 337119179960 Electrical Underground Ducts and Manholes, nylon polyethylene pull rope, 1/4"	LF	360.00	300

Description	UOM	Quantity	ProjectCost
HNC 337119155160 Elbows, plastic duct, type DB, 5" diameter, installed by direct burial in duct bank	EA	17.00	3,012
Communications			
RSM 033113350460 Structural concrete, ready mix, heavyweight, high early, 3000 psi, includes local aggregate, sand, Portland cement (Type III) and water, delivered, excludes all additives and treatments	CY	9.43	1,553
RSM 312316130060 Excavating, trench or continuous footing, common earth, 1/2 C.Y. excavator, 1' to 4' deep, excludes sheeting or dewatering	BCY	34.00	185
HTW 023223135745 Manhole covers, locking and watertight, 12" x 7.5"	EA	4.00	1,348
RSM 337119151050 Electrical Underground Ducts and Manholes, PVC, with coupling, 2" diameter, schedule 40, installed by direct burial in slab or duct bank	LF	120.00	637
RSM 337119175800 Electrical Underground Ducts and Manholes, underground duct banks ready for concrete fill, PVC, type EB, 6 @ 4" diameter, excludes excavation, backfill and cast in place concrete	LF	120.00	4,257
Exterior Lighting			
HNT Site lighting, includes light and pole	EA	3.00	20,439
Water, Sewer, Gas			**72,354**
Water			
Fire Line			
RSM 312316425610 Excavating, bulk bank measure,sandy clay/loam, open site, 1/2 C.Y. capacity = 44 C.Y./hour, backhoe, hydraulic, wheel mounted, excluding truck loading	BCY	1,692.00	5,316
RSM 310516100100 Aggregate for earthwork, bank run gravel, spread with 200 H.P. dozer, includes load at pit and haul, 2 miles round trip, excludes compaction	CY	124.00	4,768
RSM 331113252200 Public Water Utility Distribution Piping, piping Polyvinyl Chloride, 6" diameter, AWWA C900, Class 160, SDR 26, excludes excavation or backfill, unless specified	LF	120.00	5,110
HNC 331216105620 Post indicator valve, 8" adjustable valve, 5'-0" bury, includes mechanical joints, unless otherwise noted, excludes excavation and backfill	EA	1.00	2,129
HNC 331219101030 Fire hydrants, two way, breakable, 5'-0" depth, 8", includes mechanical joints, excludes excavation and backfill	EA	3.00	15,236
RSM 331216209160 Water Utility distribution Valve, 6" x 6" tapping valve, 6" valve box	EA	1.00	3,611
Domestic Water			
RSM 310516100100 Aggregate for earthwork, bank run gravel, spread with 200 H.P. dozer, includes load at pit and haul, 2 miles round trip, excludes compaction	CY	18.35	705
RSM 312316425610 Excavating, bulk bank measure,sandy clay/loam, open site, 1/2 C.Y. capacity = 44 C.Y./hour, backhoe, hydraulic, wheel mounted, excluding truck loading	BCY	22.15	70
RSM 331113254140 Water supply distribution piping, polyvinyl chloride pressure pipe, 2-1/2", ASTM D2241, class 200, SDR 21, includes trenching to 3' deep	LF	120.00	3,941
RSM 330516130520 Utility structures, water meter, excavation and backfill	EA	1.00	1,703
Gas			
LVC Gas, service line	LF	250.00	17,636
Sewer			
Sanitary Sewer			
Pipe (Existing Sewer Connections)			
RSM 333113254020 Public Sanitary Utility Sewerage Piping, piping DWV PVC, Sch 40, 10' length, 4" diameter, excludes excavation or backfill	LF	65.00	3,791

Description	UOM	Quantity	ProjectCost
HNC 334913101020 Manholes, concrete, cast in place, 4' diameter, 8" thick, 6' deep, excludes base, excavation, backfill, frame and cover	EA	1.00	6,908
RSM 312316145300 Excavating, chain trencher, utility trench, common earth, 18" pipe, hand excavate and trim for pipe bells after trench excavation, includes excavation and backfill	LF	65.00	1,295
RSM 310516100100 Aggregate for earthwork, bank run gravel, spread with 200 H.P. dozer, includes load at pit and haul, 2 miles round trip, excludes compaction	CY	3.00	135
Bollards			**33,258**
RSM 347113172700 Security vehicle barriers, pipe bollards, steel, concrete filled/painted, 8' L x 4' D hole, 8" diam.	EA	24.00	33,258
Grading			**63,839**
Grading			
Topsoil stripping and stockpiling			
RSM 311413230020 Topsoil stripping and stockpiling, topsoil, sandy loam, ideal conditions, 200 H.P. dozer	CY	2,672.00	3,793
Common Excavation & Disposal			
Cut & Fill			
HNC 312316463510 Excavating, bulk, open site, bank measure, medium material, 120 H.P. dozer, 150' push	BCY	2,145.00	20,094
RSM 312323235640 Compaction, 4 passes, 6" lifts, riding, sheepsfoot or wobbly wheel roller	ECY	1,650.00	2,111
RSM 312323170020 Fill, dumped material, spread, by dozer, excludes compaction	LCY	1,650.00	2,712
RSM 354113200050 Clay backfill material delivered, high cost, up to 20 miles haul distance (40 miles round trip for mobilization/demobilization crew), L.C.Y.	LCY	1,650.00	35,130
Monument Sign			**35,275**
USR Monument sign	EA	1.00	35,275
Erosion Control			**18,588**
Erosion Control			
RSM 312513101120 Erosion control, silt fence, polypropylene, 3' high, includes 7.5' posts	LF	3,040.00	10,701
RSM 312514160062 Synthetic erosion control, polyethylene, 3 dimensional geomatrix, 120 mil thick	SY	555.00	6,353
Site Construction Entrance			
RSM 321123238000 Base course drainage layers, prepare and roll sub-base, large areas over 2500 S.Y.	SF	136.00	10
RSM 321123230200 Base course drainage layers, aggregate base course for roadways and large paved areas, stone base, compacted, 3/4" stone base, to 9" deep	SY	137.00	1,524
Flag Pole			**15,554**
RSM 107516101300 Flagpoles, aluminum, tapered, ground set, counterbalanced, internal halyard, 40' high, excludes base or foundation	EA	1.00	10,557
RSM 033105704600 Structural concrete, placing, slab on grade, direct chute, over 6" thick, includes vibrating, excludes material	CY	2.00	32
RSM 033105350540 Structural concrete, ready mix, normal weight, high early, 4500 psi, includes local aggregate, sand, Portland cement and water, delivered, excludes all additives and treatments	CY	2.00	341
RSM 310660140980 Piling special costs, pre-augering, average soil, up to 30' deep, 60" diameter	LF	6.00	366
USR Flag pole lighters (2 fixtures)	EA	1.00	4,258

Description	UOM	Quantity	ProjectCost
Mechanical and Trash Enclosure			**36,709**
Slab On Grade			
RSM 033105350460 Structural concrete, ready mix, normal weight, high early, 3000 psi, includes local aggregate, sand, portland cement and water, delivered, excludes all additives and treatments	CY	14.00	2,027
RSM 321123238210 Base course drainage layers, aggregate base course for concrete slabs and capillary water barrier, 1" minus graded gravel, 6" compacted thickness	CY	14.00	3,295
RSM 032205500300 Welded wire fabric, sheets, 6 x 6 - W2.9 x W2.9 (6 x 6) 42 lb. per C.S.F., A185	CSF	8.80	586
RSM 031113653000 C.I.P. concrete forms, slab on grade, edge, wood, to 6" high, 4 use, includes erecting, bracing, stripping and cleaning	LF	122.00	456
RSM 033923130300 Concrete surface treatment, curing, sprayed membrane compound	CSF	8.80	237
RSM 033105704300 Structural concrete, placing, slab on grade, direct chute, up to 6" thick, includes vibrating, excludes material	CY	14.00	334
Wall Foundations			
1'0" X 3'0" Strip Footing 3000 PSI			
RSM 033053403950 Structural concrete, in place, continuous strip footing, 36" wide x 12" deep, includes forms(4 uses), reinforcing steel, and finishing	CY	18.00	5,538
Brick Veneer Wall			
RSM 001BLD0003010102 Brick Veneer Wall	SF	620.00	7,056
Exterior Masonry Walls CMU			
HNC 042210280430 Concrete masonry unit (CMU), high strength, hollow, 3500 psi, 8" x 8" x 16", includes mortar and horizontal joint reinforcing every other course, excludes scaffolding, grout and vertical reinforcing	SF	620.00	8,093
HNC 099113705310 Paints & Coatings, misc. painting, CMU, epoxy paint, 1 coat filler, 2 coats finish	SF	1,240.00	1,875
RSM 040516302000 Grout, for bond beams, lintels and concrete masonry unit (CMU) cores, C476, includes material only	CF	35.00	426
RSM 040519260015 Masonry reinforcing bars, #3 and #4 reinforcing steel bars, placed horizontally, ASTM A615	LB	1,500.00	2,823
RSM 040519050050 Anchor bolts, hooked type, 5/8" diameter x 12" long, includes nut and washer	EA	75.00	725
Stone Cap			
RSM 047210100300 Limestone coping, stock units, 12" wall, 4" thick, includes mortar, excludes scaffolding	LF	100.00	3,238
Unforeseen Site Conditions			**60,000**
USR Site Contingency	EA	1.00	60,000
Storm Sewer			**87,956**
USR Storm structure	EA	9.00	44,710
RSM 334113603960 Public storm utility drainage piping, slotted reinforced concrete pipe (RCP) class 4 O-ring, 18" diameter, excludes excavation or backfill	LF	600.00	34,069
NLU 313713101200 Rip-rap, sand- rockt rip rap	SY	45.00	2,684
HNC 334113602900 Reinforced concrete pipe (RCP), precast end section, 18" diameter pipe, excludes excavation or backfill	EA	12.00	6,493

Description	UOM	Quantity	ProjectCost
LIST OF POTENTIAL COST SAVINGS MEASURES			
Combined Bid Alternates			**118,630-**
1 **Sealed concrete floors (clear sealer) ILO polished concrete floors**			**4,645-**
Polished Floor Finishes			
RSM 033543100240 Polished concrete floors, processing of interior floors, grinding and edging with diamond/metal matrix, 200-grit, includes wet grinding, wet vac pick-up, auto scrubbing between grit changes	MSF	1.69-	1,428-
RSM 099113900480 Paints & coatings, concrete floors, smooth surface, second coat, waterproof sealer	SF	1,690.00-	3,137-
RSM 099113900520 Paints & coatings, concrete floors, porous, first coat, waterproof sealer	SF	1,690.00-	3,486-
Sealed Concrete			
RSM 099123720340 Paints & coatings, concrete, sealer coat	SF	1,690.00	3,406
2 **Omit the Big Ass fan**			**9,094-**
Fans			
USR Big Ass Fan	EA	1.00-	9,094-
3 **Plastic laminate countertops in dorm rooms, captains rooms and office ILO of Quartz One**			**5,559-**
RSM 123623130100 Countertops, stock, plastic laminate, 24" wide	LF	73.00	5,129
USR DalTile Quartz One Countertops	LF	73.00-	10,688-
4 **Omission of wardrobes in dorm rooms**			**20,859-**
RSM 123223109560 Custom cabinets, rule of thumb: kitchen cabinets, wood	LF	48.00-	20,859-
5 **Omission of rub rails**			**1,166-**
USR Inpro Palladium Rub Rails	PR	8.00-	1,166-
6 **Omission of Wall Blokker**			**3,060-**
USR Acoustics Wall Blokker	SF	2,200.00-	3,060-
7 **Omission of monument sign**			**39,743-**
USR Monument sign	EA	1.00-	39,743-
8 **Wood slat trash enclosure ILO a masonry enclosure**			**5,571-**
Wood Enclosure			
RSM 323129100070 Wood fences & gates, fence, treated, 3/8" x 4" boards, 2"x 4", includes metal post and post hole	LF	50.00	2,976
Brick Veneer Wall			
RSM 001BLD0003010102 Brick Veneer Wall	SF	270.00-	3,073-
Exterior Masonry Walls CMU			
HNC 042210280430 Concrete masonry unit (CMU), high strength, hollow, 3500 psi, 8" x 8" x 16", includes mortar and horizontal joint reinforcing every other course, excludes scaffolding, grout and vertical reinforcing	SF	270.00-	3,524-
HNC 099113705310 Paints & Coatings, misc. painting, CMU, epoxy paint, 1 coat filler, 2 coats finish	SF	540.00-	816-
RSM 040516302000 Grout, for bond beams, lintels and concrete masonry unit (CMU) cores, C476, includes material only	CF	13.00-	158-
RSM 040519260015 Masonry reinforcing bars, #3 and #4 reinforcing steel bars, placed horizontally, ASTM A615	LB	390.00-	734-

Description	UOM	Quantity	ProjectCost
RSM 040519050050 Anchor bolts, hooked type, 5/8" diameter x 12" long, includes nut and washer	EA	25.00-	242-
9 **Reduce number of refrigerators to 1 and fill in void with casework ILO of 3**			**2,176**
USR LG LSXS26336D Side-by-Side Refrigerator (OFCI)	EA	2.00-	431-
RSM 123223109560 Custom cabinets, rule of thumb: kitchen cabinets, wood, excl. counters & appliances	LF	6.00	2,607
10 **Asphalt shingles ILO standing seam**			**31,109-**
Metal Roofing			
RSM 074113201050 Steel roofing panels, standing seam, painted finish, on substrate, 2" standing seam, 22 gauge	SF	10,750.00-	76,578-
Asphalt Roof Shingles			
RSM 073113100460 Asphalt shingles, premium, laminated multi-layered shingles, class A, 30 year architectural	SQ	107.50	45,470



Fire Station #7 Update

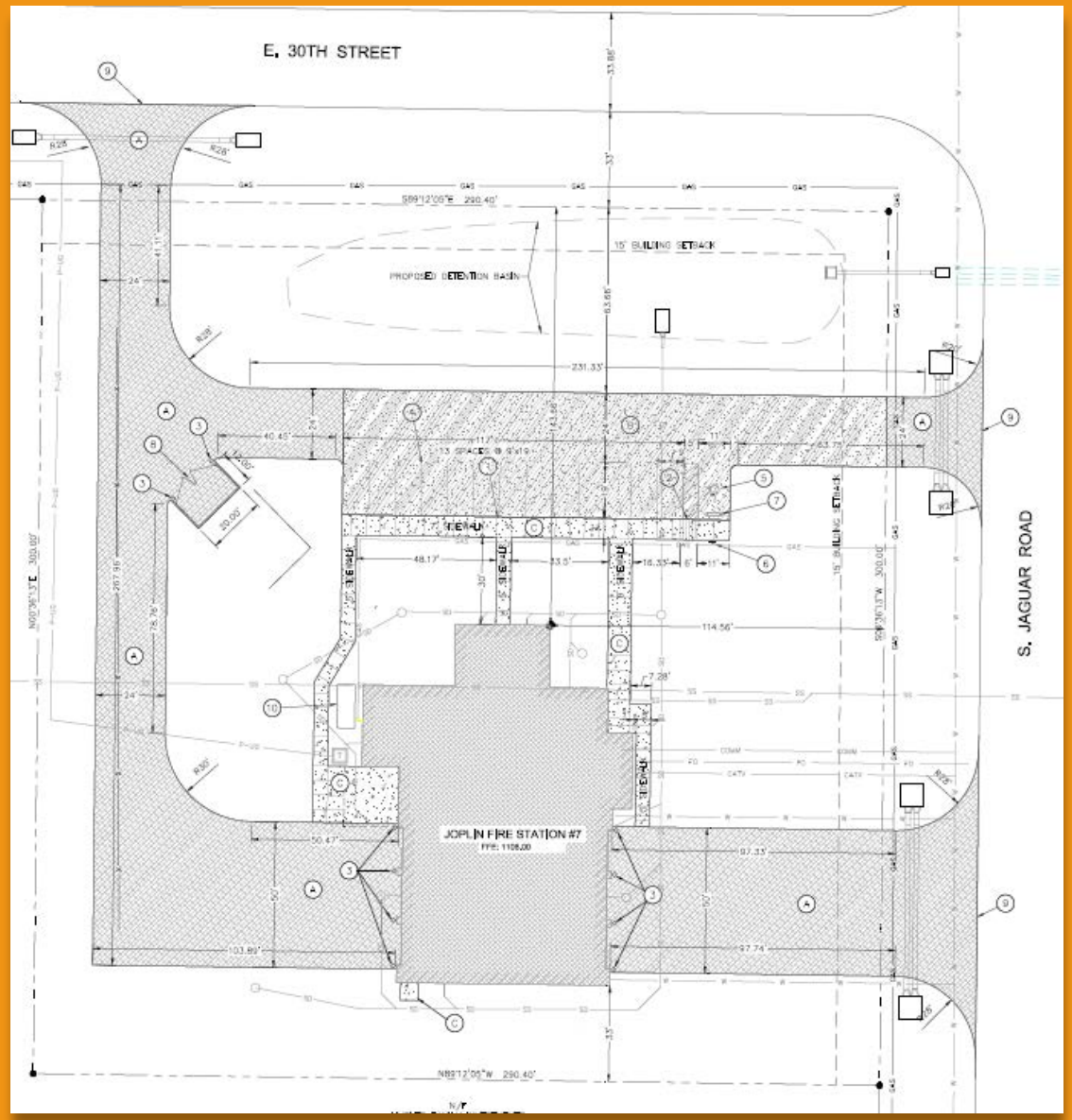
Joplin Fire Department

Brief Timeline of Progress

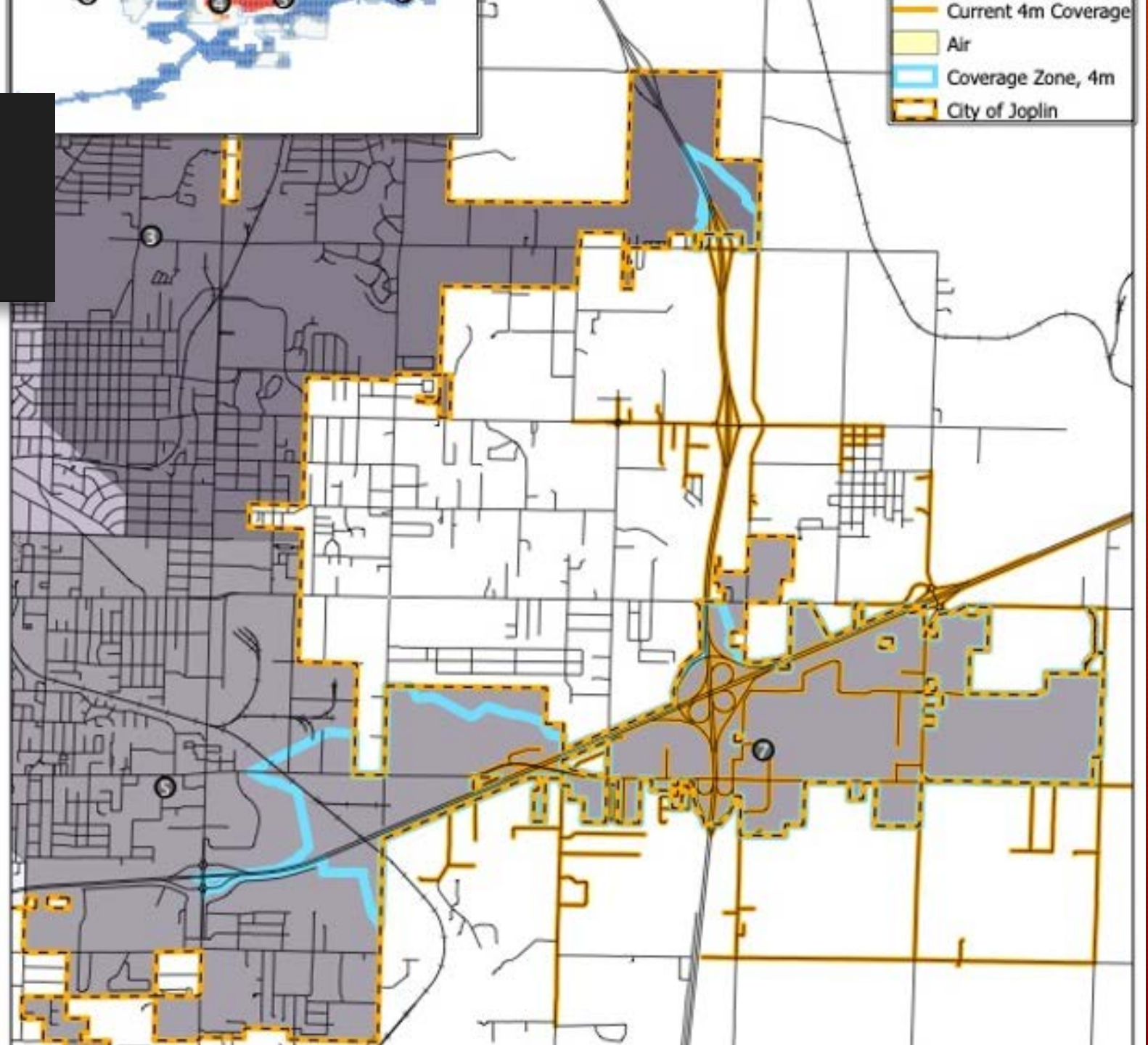
- Fire Station #7 is a project provided by the 2006 Public Safety Sales Tax. This project will conclude all initiatives included in that tax.
- The Fire Station #7 project began in 2016 with the purchase of a 2 square acre parcel of land in the area of 30th Street and CR 220.
- On October 4, 2021, City Council approved Paragon Architecture LLC to provide architectural design services for Station #7 (CB 2021-151)
- On October 18, 2021; a committee of Fire Department personnel began to work with Paragon to design Station #7.
- On February 9, Paragon presented the Design Development Cost Estimate at the end of the schematic design milestone.

Build Site

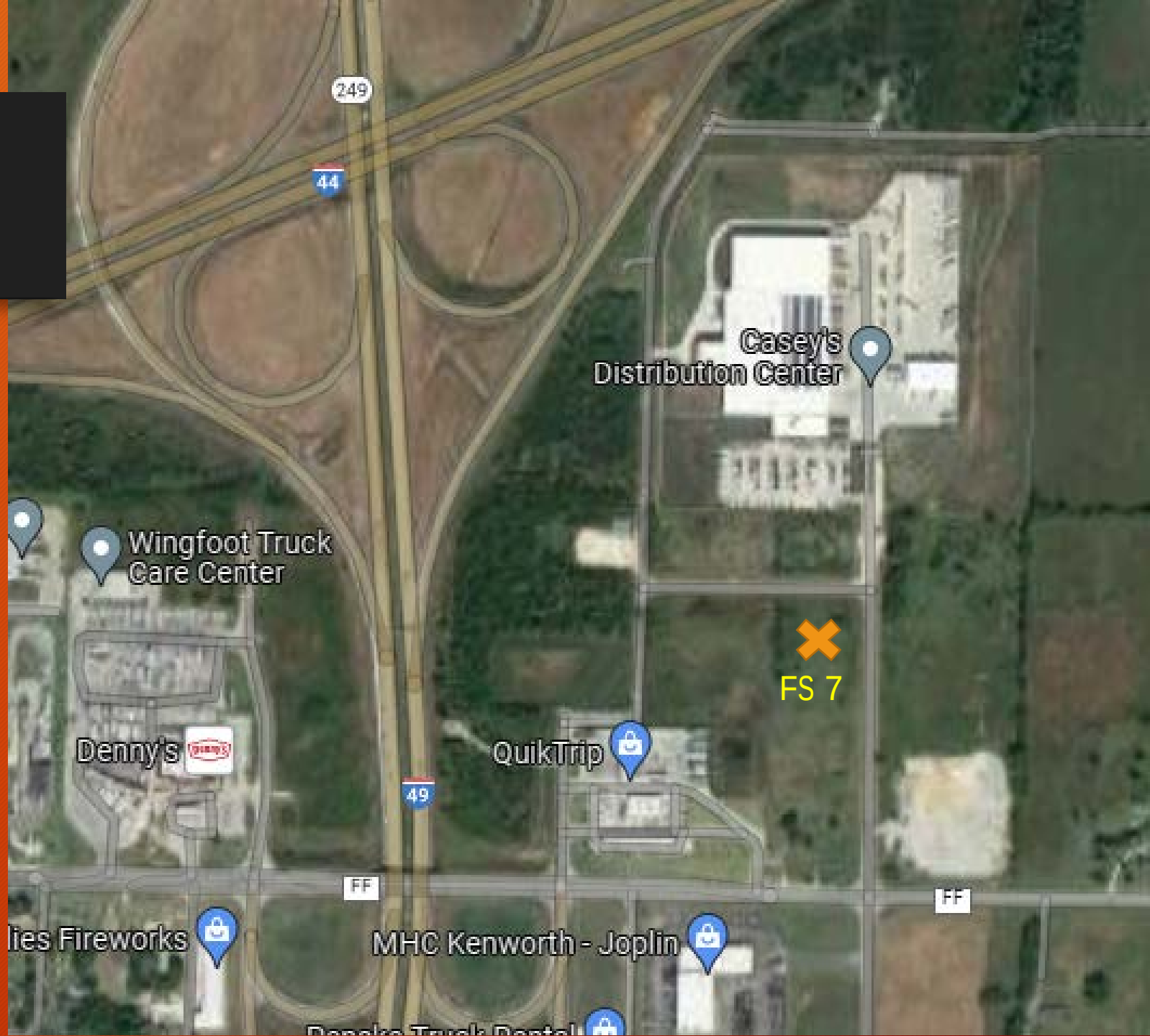
- Build site of Fire Station #7 will be at 6720 East 30th Street
- 2 square acres purchased in 2016 for $155,000.00 from Hubler Family Investments



District Location



Physical Location



Schematic Design Phase

- A Station #7 design committee was created that consisted of 8 FD employees, representatives from Paragon and from the City of Joplin.
- The design committee met once weekly to discuss the specific needs of the facility. The current schematic design is a representation of the work conducted over the past 10 weeks.
- This is an extremely basic floorplan that is fully functioning and allows for future growth or expansion of resources.

Project Progress

- At 100% of the Schematic Design phase, the current project is 8,790sq/ft.
- 3 Apparatus bays and the living area to include 6 dormitories planned for current operations and future expansion.
- Current amenities planned for 12 employees over three shifts.
- All aspects of the facility meet current NFPA and OSHA requirements.



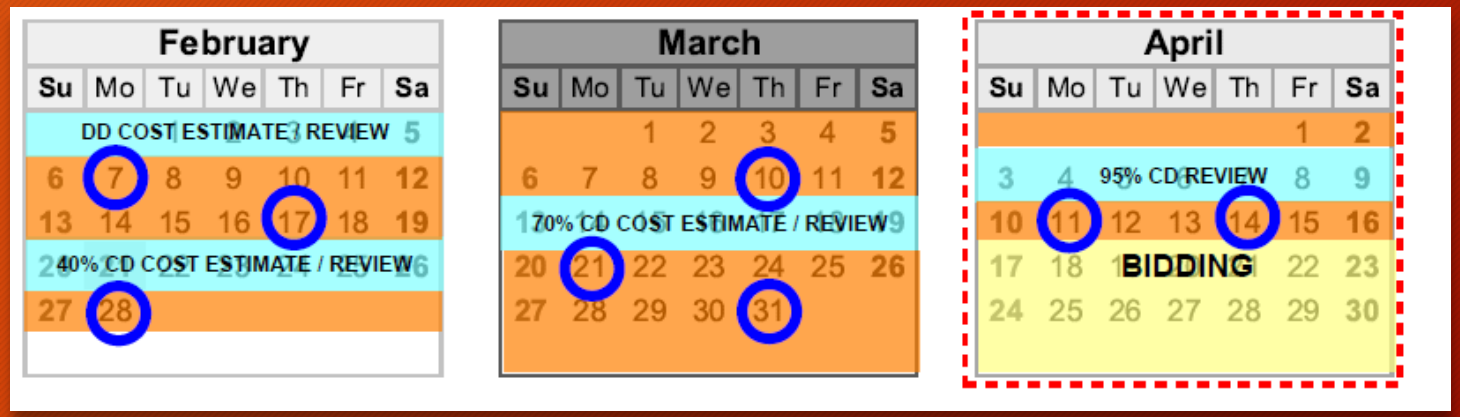
Ongoing Cost Estimates

- Initial Schematic Design cost estimate was presented on November 16, 2021
  - This initial estimate was based on 8,500sq/ft
  - Total Construction = $3,683,387.00

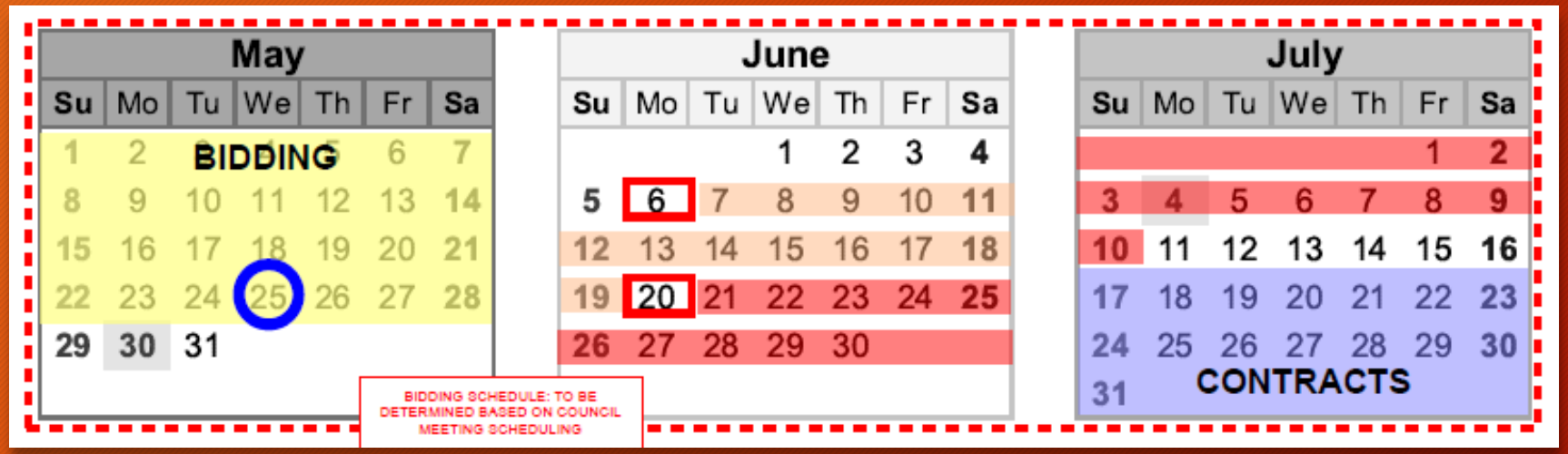
- At completion of the Schematic Design phase, an updated Design Development Cost Estimate was presented on February 9, 2021.
  - This updated estimate is based on 8,790sq/ft
  - Total Construction = **$3,795,767.00**

Current Schedule

- **For the Week of February 22:**
- 40% completion of the Construction Document set.
  - Will include a review and cost estimate. Design contingency forecast to reduce to 7%
- **Week of March 14:**
- 70% completion of the Construction Document set.
  - Will include a review and cost estimate. Design contingency forecast to reduce to 5%
- **Week of April 4:**
- 95% completion of the Construction Document review.
  - Will include a review and cost forecast ahead of bid requests.



Current Schedule



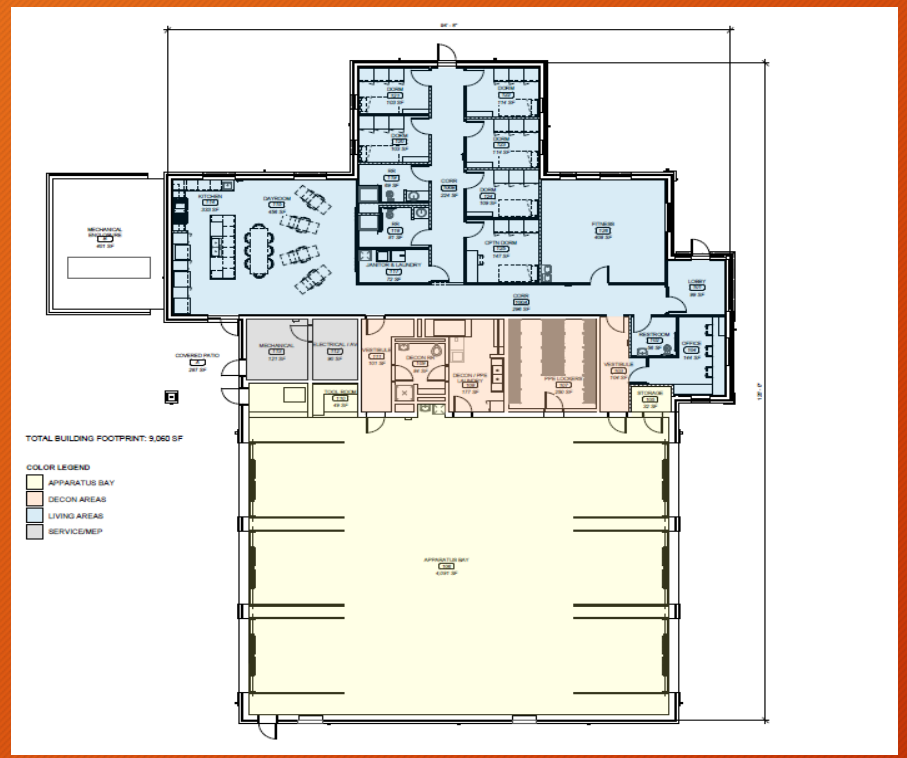
To Date and Futures

Items Purchased	Cost
Land Purchase	$155,000
Schematic Design	$38,250
Items Remaining	**Cost**
Remaining Paragon Contract	$274,150
Current Estimated Const. Cost	$3,795,767
Contingencies	$569,365.05

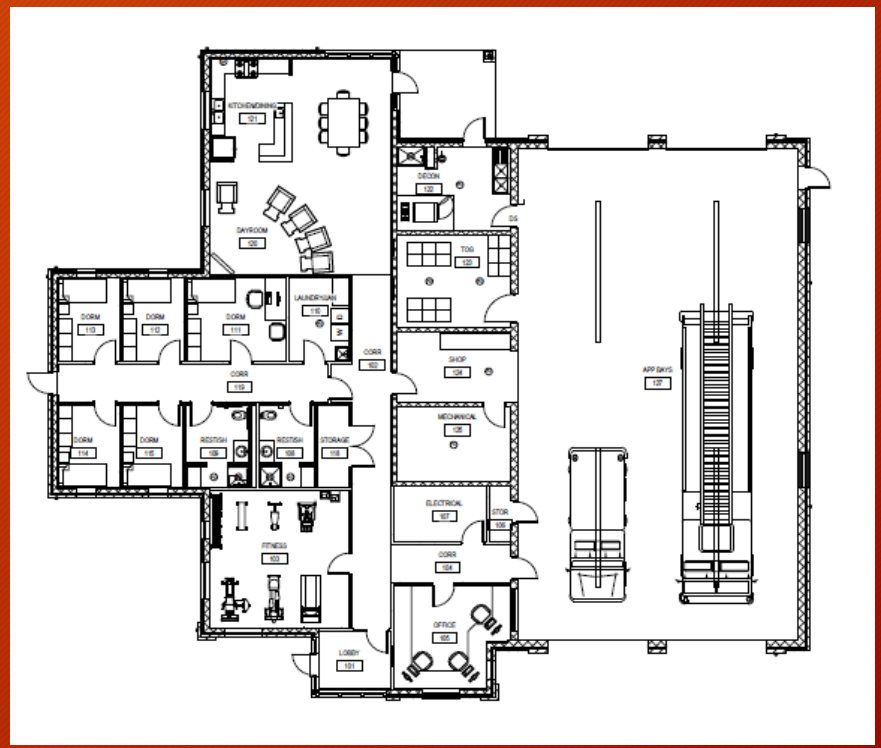
Totals	Cost
Total Estimated Cost	$4,832,532.05
2022 Station 7 Construction Budget	$2,700,000

Station Construction Comparison

Station 7 @ 8,790 sq/ft 2022



Station 2 @ 9,752 sq/ft 2013



Questions?



JOPLIN CITY COUNCIL
FEBRUARY 7, 2022
MEETING MINUTES

CALL TO ORDER

The February 7, 2022 regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Mr. Lawson.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Mayor Ryan Stanley, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

Retirement Resolution- Barbara Gollhofer
Market Study Update 2021 and 2020

Market Study was presented by Leslie Haase.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Starting Wednesday, February 9, 10th Street between Main Street and Joplin Avenue will be closed for a stormwater improvement project. Closure is scheduled for seven calendar days and will begin at 7 a.m. this Wednesday. This project was originally planned to start today, however with last week's snow, this got moved back to Wednesday.

Crews will replace a failed box culvert with a 72 inch culvert on the west side of Main Street. The top of existing culvert also served as the sidewalk. So this project includes sidewalk improvements along the west side of Main Street and the south side of 10th Street will be completed with new inlets and an ADA ramp at 10th Street installed.

This closure does not affect traffic on Main Street, but traffic on the first block of west 10th Street will be detoured during this time. Drivers may want to choose alternative routes due to possible delays. This area should be open on Wednesday, February 16, weather permitting
The project is funded through the Parks and Stormwater Sales Tax, which voters renewed in 2021.

Now's the time for those interested in playing in Joplin Parks and Recreation's Softball Leagues to pull their teams together. There is a men's league and a coed league. All games will be played at the Joplin Athletic Complex. Teams will play 9 games guaranteed and will receive 4 softballs with registration. Players must be 18 years of age or older. Winning team receives championship t-shirts.

Cost is $300 per team and the registration deadline is March 14 or until leagues are full, whichever comes first. Teams can register online at joplinparks.org, by calling 417-625-4750 or at our office at 3301 W. 1st Street.

Drivers in the southwest part of Joplin should be aware that signal adjustments will be done on Wednesday morning February 9 at 32nd and Schifferdecker. The intersection will remain open to traffic, with traffic control devices in place, and the lights will be in "flash mode" while the changes are being made. Plans are for this work to occur from 8:00 AM till noon on Wednesday.

This work is a part of the 32nd St. Widening project. We encourage everyone to use extra caution if they are in this area Wednesday morning.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-250
Mayor Stanley opened the Public Hearing.

Carolyn Coral from 210 Rentals spoke in favor of this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-250
Mr. Cortez introduced Council Bill No. 2022-250 – AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and including in District R-2 (Two-Family Residential) property as described below and located at Northwest Corner of N. Oliver Ave. and W. A. St., City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Mr. Lawson that Council Bill No. 2022-250 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2022-250.

PUBLIC HEARING FOR CASE 002-22
Mayor Stanley opened the Public Hearing.

No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

CASE 002-22:
Mr. Copple introduced Case 002-22 - a request to declare 2711 S. Washington Ave. surplus property. Motion by Mr. Copple, second by Dr. Reid Adams to approve Case 002-22. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

PUBLIC HEARING FOR CASE 003-22

Mayor Stanley opened the Public Hearing.

No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

CASE 003-22:

Mr. Lawson introduced Case 003-22 - a request to declare 2705 S. Washington Ave. surplus property. Motion by Mr. Lawson, second by Mr. Cortez to approve Case 003-22. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

PUBLIC HEARING FOR CASE 004-22

Mayor Stanley opened the Public Hearing.

No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

CASE 004-22:

Mr. Cortez introduced Case 004-22 - a request to declare 1920 S. Washington Ave. surplus property. Motion by Mr. Cortez, second by Dr. Reid Adams to approve Case 004-22. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

PUBLIC HEARING FOR CASE 005-22

Mayor Stanley opened the Public Hearing.

No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

CASE 005-22:

Mr. Lawson introduced Case 005-22 - a request to declare 1101 E. 20th Street surplus property. Motion by Mr. Lawson, second by Mr. Copple to approve Case 005-22. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

PUBLIC HEARING FOR CASE 006-22

Mayor Stanley opened the Public Hearing.

No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

CASE 006-22:

Mr. Copple introduced Case 006-22 - a request to declare 1201 E. 20th Street surplus property. Motion by Mr. Copple, second by Mr. Cortez to approve Case 006-22. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

PUBLIC HEARING FOR CASE 007-22

Mayor Stanley opened the Public Hearing.

No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

CASE 007-22:

Mr. Cortez introduced Case 007-22 - a request to declare the Northeast and Southeast corners of S. Golf Link Rd and W. 23rd St surplus property. Motion by Mr. Cortez, second by Mr. Copple to approve Case 077-22. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

CONSENT AGENDA

Motion by Mr. Stinnett, second by Dr. Reid Adams to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

1. Minutes of January 18, 2022, City Council Meeting

2. COUNCIL BILL NO. 2022-102 - AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Jeff Asbell Excavating and Trucking Inc., in the amount of Three Hundred Seven Thousand Four Hundred Eighteen and 43/100 Dollars ($307,418.43) for construction of the Lone Elm and Murphy Stormwater Improvements project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2022-015.**

3. COUNCIL BILL NO. 2022-500 - AN ORDINANCE repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain classification changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2022-016.**

RESOLUTIONS

ORDINANCES – EMERGENCY

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2022-104

Mr. Copple introduced Council Bill No. 2022-104 - AN ORDINANCE authorizing the City of Joplin to enter into an agreement with United Plumbing, Inc., for the Private Side I & I Reduction Pilot Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Copple, second by Mr. Cortez to pass Council Bill No. 2022-104 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2022-104.**

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021 (2) RSMo, as amended, 2021. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Cortez second by Mr. Monteleone to adjourn to closed session. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

The meeting was adjourned at 7:32 p.m.

Respectfully,

Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2022-104 - Approval of Agreement with United Plumbing, Inc. for the Private Side I & I Reduction Pilot Project

MEETING DATE
February 7, 2022

ORIGINATING DEPT
Public Works/Engineering

ATTACHMENTS
CB 2022-104 Ordinance; Agreement; Recommendation Letter; Final Fee Schedule; Exhibit Maps

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an agreement with United Plumbing, Inc. for remediation work as part of the Private Side I & I Reduction Pilot Project.

BACKGROUND
On May 20, 2019, Council authorized the City of Joplin to enter an Abatement Order on Consent (AOC) with the Missouri Department of Natural Resources (MDNR) regarding Sanitary Sewer Overflows (SSOs) and Wastewater Treatment Plant Bypasses. Appendix A of that agreement contained the City's 2026 Activities Plan of its System Renewal & Sanitary Sewer Overflow Prevention Program, which outlines the strategic approach to reducing inflow and infiltration (I&I) within any given sanitary sewer basin. The AOC contains specific 3-year milestone quantities of work to which the City is held accountable: lineal feet of cured-in-place or new PVC pipe; lineal feet of smoke testing of sewer mains; number of lateral connection repairs, lateral launches, and rehabbed manholes. The private side I&I reduction program is the primary mechanism for the City to meet its lateral launch goals.

On October 12, 2020, Council authorized a pilot project in two basins in which smoke testing and reconstruction of public sewer infrastructure had already been done (see the Exhibit Map for reference). City staff worked with its consultant team, comprised of Allgeier, Martin and Associates and TREKK Design Group (TREKK), to develop a strategic plan for implementing the pilot project that Council had authorized. Part of that plan was to acquire the services of a licensed plumber to perform I&I mitigation work on privately owned piping systems, whether located on private property or the sewer service laterals within public rights-of-way.

A Request for Proposal was mailed on October 8, 2021 to each of the more than 40 plumbers licensed with the City at that time. Only two interested plumbing companies attended the mandatory Prequalification Conference held on October 20th at which time the Private-Side I&I

reduction program was explained to those in attendance. Qualification Submittals from licensed plumbing contractors were submitted in sealed envelopes by 5:00 PM on October 27, 2021. Only one company, United Plumbing, Inc., out of Springfield responded. TREKK has worked with United Plumbing for many years as part of the City of Springfield's private-side I&I reduction program and recommends them for Joplin's pilot program. United Plumbing submitted its unit prices to perform various remediation repairs. The prices reflect industry standards for private-side I&I work; see the attached Final Fee Schedule for reference. These unit prices will be applied to I&I removal work within the basins identified for the pilot project. The estimated expenditures in each basin are depicted in the attached exhibit maps. All work under this contract will be funded by the City's Sanitary Sewer Fund No. 415-4542-540-8675, whose budget accommodates staff's anticipated expenditures of approximately $650,000 in FY2022.

FUNDING SOURCE

FY 2021-2022 budget of the Wastewater fund

RECOMMENDATION

Staff recommends adoption of this Council Bill on first reading.

RECOMMENDATION LETTER

Pilot Scale Private-Side I/I Reduction Program

Memo

To: Chris Parker – City of Joplin Public Works

From: Matthew Ridpath – Project Manager – TREKK Design Group, LLC

cc: Chris Erisman- AMA , Vernon Schrock – TREKK and John Briggs - AMA

Date: 11/22/2021

Re: Proposed Contractor Selection

The Pilot Scale Private-Side I/I Reduction Program Contractor Selection Committee (Committee) has thoroughly reviewed the proposal submitted for the City of Joplin, MO Pilot-Scale Private-Side I/I Reduction Program as outlined in the Plumbing Contractor Prequalification Request for Qualifications (RFQ) #001-2021. The pricing provided to the City of Joplin is consistent with the pricing established for the City of Springfield's Private Sewer Repair Program, with a slight increase in each unit price for mobilization expenses.

We would recommend the City enter into a contract with United Pluming for the purpose of facilitating the Private I/I remediation repairs for the Pilot Scale Private-Side I/I Reduction Program. TREKK has an 8-year working relationship with United Plumbing on both the City of Springfield's and the City of Aurora's Private I/I Programs. Please see attached the Fee Schedule that United Plumbing has agreed to for the repair costs for the programs.

Thank You,

Matthew Ridpath -TREKK

Chris Erisman - AMA

Vernon Schrock - TREKK

John Briggs - AMA

Final Fee Schedule

This Pilot Program Final Fee Schedule contains unit pricing for specific Inflow/Infiltration (I/I) removal techniques to be paid to pre-qualified Licensed Plumbing Contractors.

The following unit prices are considered to be all-inclusive for the typical I/I. All work shall be performed as described and defined in the Repair Specifications and Construction Details contained in Attachments 1 through 7 of the Request for Qualifications.

1. Unit Price for Defective Cleanout Repair (Attachment No. 1): $1100.00
2. Unit Price for Service Lateral Repair (Attachment No. 2):
    a. Isolated Five Linear Feet of Service Lateral Repair 0-5 feet in depth: $1270.00
    b. Isolated Five Linear Feet of Service Lateral Repair 5-10 feet in depth: $1390.00
    c. Additional Five Linear Feet of Continuous Service Lateral Repair: $500.00
3. Unit Price for Downspout Disconnection (Attachment No. 3): $750.00
4. Unit Price for Existing Sump Discharging to Sanitary Sewer (Attachment No. 4):
    a. Using existing sump basin: Unit Price $1680.00
    b. Using new sump basin: Unit Price $2640.00
5. Unit Price for Area Drain Disconnection (Patio or Basement Entry) (Attachment No. 5): $3980.00
6. Unit Price for Sump Pump Dispersion System (Attachment No. 6): $2550.00
7. Unit Price for Recorded Service Lateral CCTV Assessment: $290.00 CCTV with Cleaning: $450.00

The City will pay for any additional private I/I abatement work, including stormwater conveyance improvements, that is agreed upon by the City, property owner and plumbing contractor and documented in writing but not covered by any of the unit price items in the Final Fee Schedule above. Alternative remediation methods may be considered on a case by case basis. Any such additional private I/I abatement work must be agreed to in scope and total fee paid to plumbing contractor prior to work being performed.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: United Plumbing, Inc. Address: 1825 N. Fremont Avenue SPRINGFIELD,MO 65803	
Attention: David Hertzberg, P.E., Director		Attention:	
Department: Public Works		Phone:	Fax:
Phone: 417.624.0820	Fax:	Private-Side I & I Reduction Program - Pilot Project	

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, 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:

Private-Side I & I Reduction Program - Pilot Project

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 within laws within the timeframe set forth by each respective Work Order. The contractor shall perform the various I/I removal techniques at the unit pricing for the work and material established within this contract until October 31, 2022, unless both parties mutually agree to renew the contract via change order.

2. Prevailing Wages. 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.

3. 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, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for 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 Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. 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 Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. 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 Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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.

4. 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, each bond shall be the amount of Twenty-Five Thousand ($25,000.00) 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.

5. 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 federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

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.

5.1 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.

5.2 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.

6. Contractor's responsibility for subcontractors. 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. 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. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. 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.

8. ~~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, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500 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~~.

9. 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.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, 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.

11. Termination for Convenience of City. The City shall have the right at any time by 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.

12. 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.

13. 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.

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.

14. 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.

15. 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.

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

a. This Contract
b. All Change Orders
c. All Requirements, Appendices and Exhibits contained within the Request for Qualification (RFQ) #001-2021
d. City of Joplin Standard Specifications (Latest Revised Edition, current at time of RFQ submittal)
e. Final Fee Schedule (Form 6 of the RFQ Submittal)
f. Statement of Qualifications from Forms 1-5 of the project RFQ Submission
g. Performance Bond
h. Payment and Material Bond
i. All instructions to respondent contained within the RFQ
k. Non-collusion Affidavit
l. Notice to Proceed

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 at the unit prices submitted on the Final Fee Schedule for the total amount equal to each respective work order issued by the Owner, said amount being subject to any approved addenda or change order.

17. 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. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. 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.

19. 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.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, 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 discriminations 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.

21. 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.

22. 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.

23. 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 expiration of this Contract.

24. 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.

25. 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.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying 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.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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 therefor.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

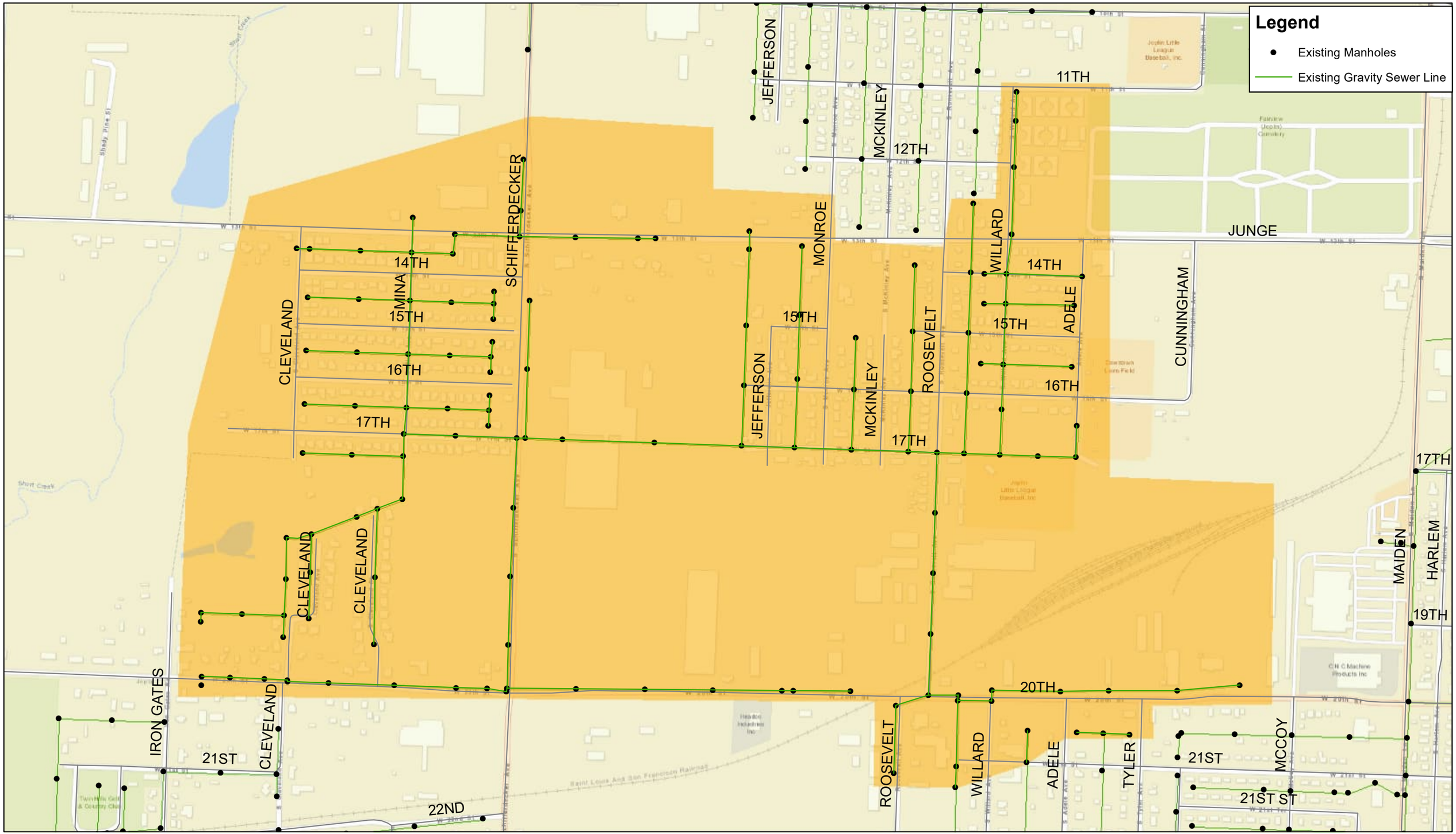
Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

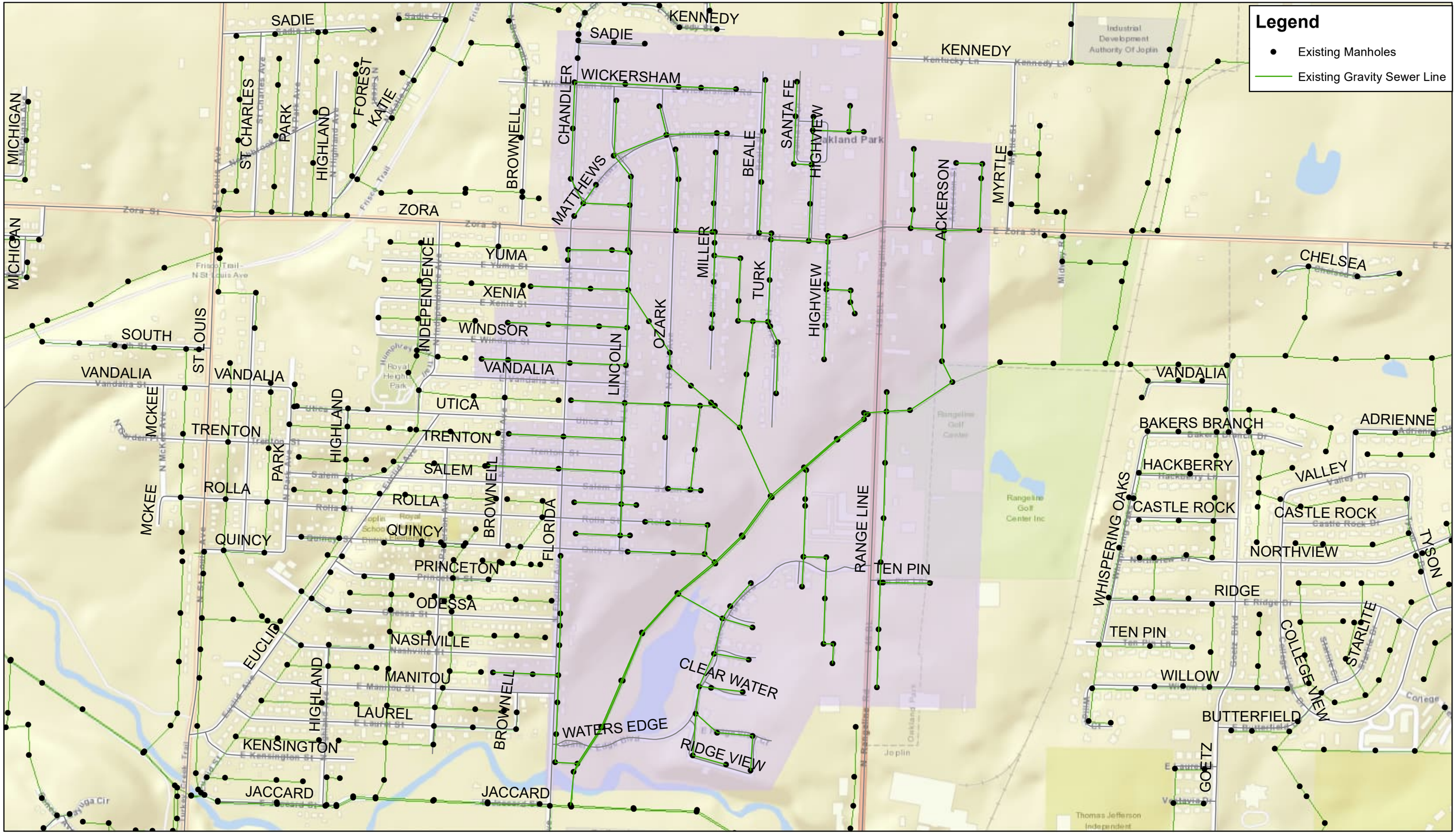
By: _____

David Hertzberg, Public Works Director



Approximate Number of Properties: 140
Projected Private Side Cost: $150,000

CLEVELAND BASIN
Exhibit Map #1



Approximate Number of Properties: 533
Projected Private Side Cost: $500,000

BAKERS BRANCH BASIN
Exhibit Map #2

COUNCIL BILL NO. 2022-104 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with United Plumbing, Inc., for the Private Side I & I Reduction Pilot Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the agreement by and between the City of Joplin and United Plumbing, Inc., for the Private Side I & I Reduction Pilot Project, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid the sum due there under from Sanitary Sewer Fund No. 415-4542-540-8675.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2022-104

I hereby certify that a sufficient amount is available in the Wastewater 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
COUNCIL AGENDA ITEM

ITEM:
CB 2022-250 – Rezone R-1 to R-2.

MEETING DATE:
February 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY REQUEST:
Case 001-22: Northwest Corner of N. Oliver Ave. and W. A. St. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development – 210 Rentals LLC.

BACKGROUND:
This request to rezone to R-2 is for future duplex development. At its size of approximately 0.8 acres, the property can hold only 4 duplexes. No buffer is required between R-2 and R-1 zoning districts, through duplexes do maintain low-density characteristics.

PLANNING & ZONING COMMISSION TESTIMONY:
Carolyn Corle, 2009 Stevens Blvd., Joplin, MO, 210 Rentals LLC. 201 Rentals owns the property on the east side of Oliver St., with two duplexes. Bought the property on the west side and would like to build four duplexes there.

Mr. Kimble wanted to know about the driveways? Will there be two on Oliver St. and two on A. Street? Do you know how that will be set up yet?

Carolyn stated that she did not know.

PUBLIC COMMENT; None.

RECOMMENDATIONS:
Staff recommends approval for Case 001-22.
Planning & Zoning Commission recommends approval for Case 001-22 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2022-250, Staff Planning Report, P&Z Commission Minutes

CB 2022-250

Case 001-22: Northwest Corner of N. Oliver Ave. and W. A. St. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development – 210 Rentals LLC.

Carolyn Corle, 2009 Stevens Blvd., Joplin, MO, 210 Rentals LLC. 201 Rentals owns the property on the east side of Oliver St., with two duplexes. Bought the property on the west side and would like to build four duplexes there.

Mr. Eastman asked if there were any questions from the commissioners?

Mr. Kimble wanted to know about the driveways? Will there be two on Oliver St. and two on A. Street? Do you know how that will be set up yet?

Carolyn stated that she did not know. The duplexes on the east side are facing each other. That is a possibility.

Mr. Eastman asked if there was anyone to speak in favor of this case? There was not. Mr. Eastman asked if there was anyone to speak in opposition to this case? There was not.

MR. KIMBLE MOVED, SECONDED BY MS. WARREN THAT CASE 001-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: January 10, 2022
City Council Meeting: February 7, 2022

STAFF PLANNING REPORT
Rezoning

CASE 001-22 A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential)

LOCATION Northwest Corner of N. Oliver Ave. and W. A St.

APPLICANT 210 Rentals LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 0.8 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-2	R-1	R-1
Land Use	Single-family Residential	Two-family Residential	Single-family Residential	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Low Density Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Oliver Ave.	Local	60'
W. A St.	Local	50'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in a flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The future land use map does indicate future low-density residential, and R-2 zoning maintains that character. This request also meets the recommendation for infill development in the Comprehensive Plan.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

The current zoning of R-1 is suitable for the property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The requested zoning maintains the low-density character of the neighborhood. Additionally, nearby parcels are presently zoned R-2 and some include two-family residential uses.

DISCUSSION

This request to rezone to R-2 is for future duplex development. At its size of approximately 0.8 acres, the property can hold only 4 duplexes. No buffer is required between R-2 and R-1 zoning districts, through duplexes do maintain low-density characteristics.

The request is found to be consistent with the Comprehensive Plan and Future Lan Use Map.

Staff recommends approval of Case 001-22.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: C01-22
Filing Fee: $550.00
Date Advertised: 12-26-21
Date Notices Sent 12-30-2021
Public Hearing Date: 1-30-22

APPLICANT: 210 Rentals LLC PHONE: 417-952-7037
ADDRESS: 2009 Stephens Blvd Joplin 64804 EMAIL: 210rentalsjoplin@gmail.com

OWNER: Brian Schnelle PHONE: 417
ADDRESS 6089 Belk Center Rd Joplin MO 64801 EMAIL: Brian@Schnellehvac.com

LOCATION/ADDRESS OF PROPERTY: On the Corner of Oliver & A St, on the west side of Oliver St.

Present Zoning R1 Requested Zoning: R2 Acreage:
Present Use of Property: vacant / woods

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North		
South		
East	Duplexes	R2
West		

Character of the Neighborhood:

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?

2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
If yes, explain: We would like to build duplexes like the ones we are building across the street

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies?

2. Consistent with Future Land Use Map?

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property:_____
2. Classification of Street(s):
   Arterial_____Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____ ND _____

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots?_____
2. Properly Sized Street Right-of-Way?_____
3. Drainage Easements?_____
4. Utility Easements:
   - Electricity?_____
   - Gas?_____
   - Sewers?_____
   - Water?_____
5. Additional Comments:_____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

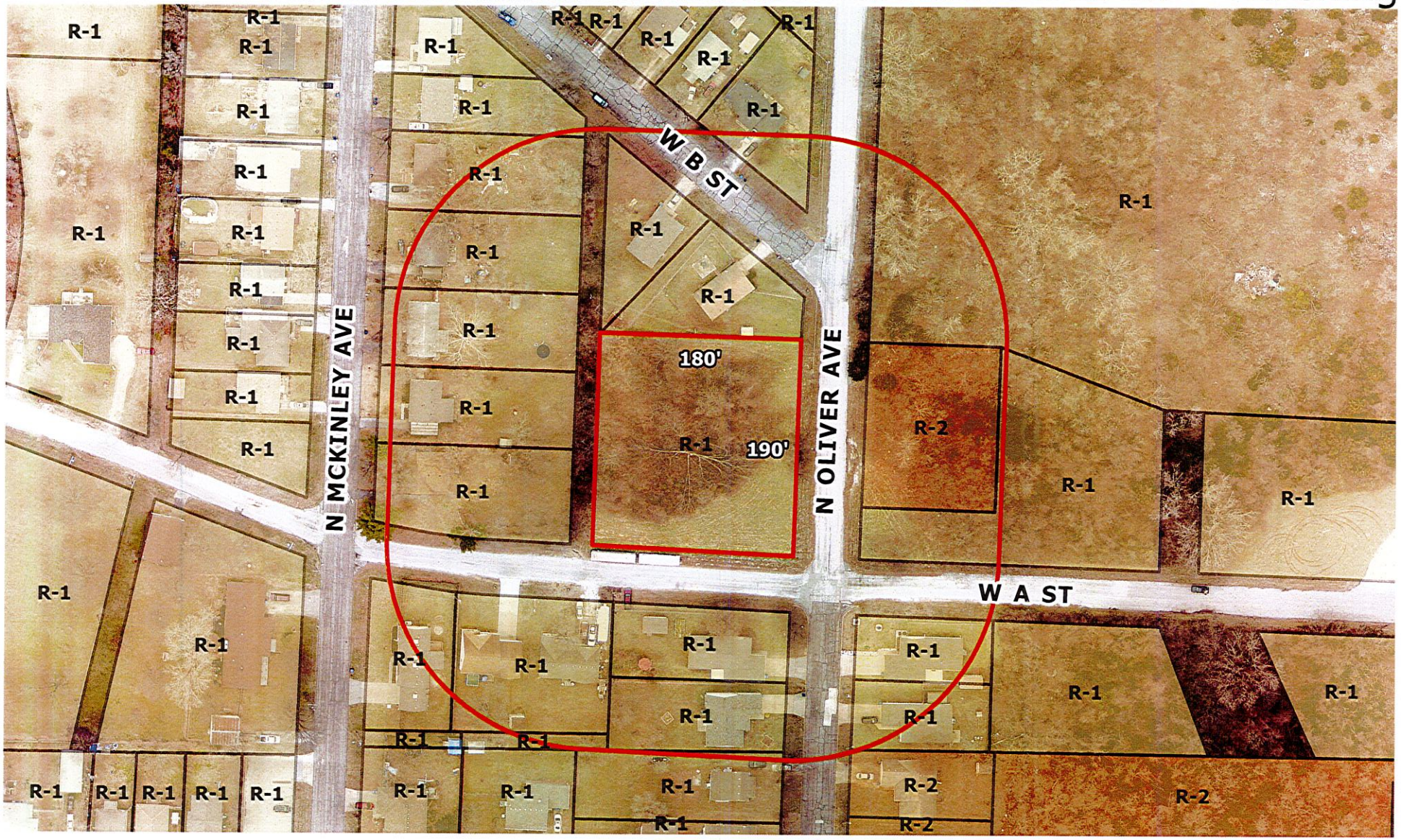
THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE:_____ DATE: 11/9/21

TITLE: Owner

Case 001-22: Northwest Corner of N. Oliver Ave. and W. A. St. - Rezoning



Case 001-22: Northwest Corner of N. Oliver Ave. and W. A. St. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development – 210 Rentals LLC.

P & Z Case 001-22
210 Rentals LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-250 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and including in District R-2 (Two-Family Residential) property as described below and located at Northwest Corner of N. Oliver Ave. and W. A. St., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-2.

All of Lots Numbered Two Hundred Thirty (230), Two Hundred Thirty-one (231), Two Hundred Thirty-two (232), and Two Hundred Thirty-three (233) in Harold Fenix Addition to the City of Joplin, Jasper County, Missouri,

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-501 – Approving a budget amendment for FY 2021

MEETING DATE
February 22, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-501 Ordinance; Schedule "A" Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill amends the adopted 2020-2021 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is an explanation for the items in Schedule A:

- Amending various departments for wages and fringe benefit changes.
- Amending various departments for operational supplies and related operating changes.
- Amending the museum for donated equipment received.
- Amending various departments for depreciation expense.
- Amending health self-insurance fund and general liability insurance fund for year-end claims adjustments.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $3,287,000.00.

This is not a projection of ending fund balance in the various funds, but merely budgeted expenditures compared to actual expenditures to ensure compliance with the charter. The actual increase or decrease to various fund balances will not be known until the annual audit is complete.

FUNDING SOURCE
This item is not applicable for budget amendments.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2022-501 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2020-156 on October 19, 2020, which estimated revenues and appropriated funds for the fiscal year 2020-2021; and,

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2020-2021 budgeted appropriations as adopted by Ordinance 2020-156 be amended by increasing appropriations by the total amount of Three Million Two Hundred Eighty-Seven Thousand Dollars and No Cents ($3,287,000.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2022, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2020-2021 ADOPTED BUDGET
21-Feb-22

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$		-
	City Clerk	001-0803-500-5055	Contractor Fees			1,000
	City Prosecutor	001-1003-500-1010	Regular Wages			13,000
	Building Regulations	001-1506-570-1530	Standby Pay			3,000
	Building Regulations	001-1506-570-1610	Worker's Compensation			4,000
	Building Regulations	001-1506-570-2120	General Office Supplies			2,000
	Building Regulations	001-1506-570-8210	Motor Vehicles			1,000
	Finance Administration	001-2001-500-1615	FICA Expense			3,000
	Information Technology	001-2501-500-2835	Equipment Lease & Rental			16,000
	Information Technology	001-2501-500-5010	Consulting Fees			9,000
	Information Technology	001-2501-500-5265	Maintenance Contracts			20,000
	Police Administration	001-5501-510-1610	Worker's Compensation			7,000
	Police Administration	001-5501-510-1615	FICA Expense			5,000
	Police Administration	001-5501-510-1625	LAGERS Retirement			9,000
	Police Special Services	001-5508-510-1010	Regular Wages			40,000
	Police Special Services	001-5508-510-1610	Worker's Compensation			9,000
	Police Special Services	001-5508-510-1615	FICA Expense			2,000
	Police Federal Grants	001-5590-510-2050	Operational Supplies			50,000
	Police Local Grants	001-5593-510-1010	Regular Wages			10,000
	Fire Operations	001-6002-510-1010	Regular Wages			100,000
	Fire Operations	001-6002-510-1020	Overtime			30,000
	Fire Operations	010-6002-510-1530	Standby Pay			25,000
	Fire Operations	001-6002-510-1610	Worker's Compensation			65,000
	Fire Operations	001-6002-510-1615	FICA Expense			10,000
	Fire Operations	001-6002-510-1625	LAGERS Retirement			10,000
	Fire Operations	001-6002-510-1725	Employee Physicals			10,000
	Fire Operations	001-6002-510-4125	General Equipment Repairs			15,000
	Fire Prevention	001-6003-510-1605	Health Insurance			1,000
	Fire Prevention	001-6003-510-1610	Worker's Compensation			4,000
	Fire Prevention	001-6003-510-1625	FICA Expense			1,000
	Transfers Out	001-9003-500-9040	Golf Course Subsidy			125,000
	Transfers Out	001-9003-500-9805	TIF Transfer			2,000
	Total General Fund			$	-	602,000
010	Pension Sales Tax					
				$		-
	P&F Pension Services	010-2005-500-7175	Contribution to Pension Plan			340,000
	Total Pension Sales Tax Fund			$	-	340,000
105	CVB Fund					
	CVB Special Projects	105-4080-560-7426	JSA	$		60,000
	Total CVB Fund			$	-	60,000
110	Health Fund					
	Health Public Health	110-3507-550-1610	Worker's Compensation	$		1,500
	Total Health Fund			$	-	1,500

115	Parks Fund					
	Museum	115-6514-560-8220	Operating Equipment	$		193,000
	Total Parks Fund			$	-	193,000
120	Solid Waste Management Fund					
	Trash Services	120-4515-540-5030	WW/Trash Administration	$		175,000
	State Grants	120-4591-540-1010	Regular Wages			23,000
	State Grants	120-4591-540-1605	Health Insurance			7,000
	State Grants	120-4591-540-1625	LAGERS Retirement			9,000
	Total Solid Waste Management Fund			$	-	214,000
140	TST Fund					
	Traffic Control	140-4530-530-4105	Property Repairs & Maint			2,000
	Traffic Control	140-4530-530-4210	Central Garage Repairs			8,000
	Total TST Fund			$	-	10,000
150	Community Planning Fund					
	Planning & Zoning	150-1505-570-2130	Small Office Furnishings	$		1,000
	Planning & Zoning	150-1505-570-7020	Legal Notices			5,000
	HOME Consortium	150-1520-570-5010	Consulting Fees			8,000
	HOME Consortium	150-1520-570-7402	CHDO			15,000
	State Grants	150-1591-570-1010	Regular Wages			60,000
	State Grants	150-1591-570-5010	Consulting Fees			40,000
	Total Community Planning Fund			$	-	129,000
405	Airport Fund					
	Regional Airport	405-5004-520-7125	Depreciation Expense	$		275,000
	Total Airport Fund			$	-	275,000
410	Golf Course Fund					
	Golf Administration	410-6520-560-1110	Part-Time Wages	$		25,000
	Golf Administration	410-6520-560-1210	Seasonal Wages			25,000
	Golf Administration	410-6520-560-7125	Depreciation Expense			5,000
	Grounds Maintenance	410-6521-560-4105	Property Repairs & Maint			30,000
	Grounds Maintenance	410-6521-560-7125	Depreciation Expense			8,000
	Total Golf Course Fund			$	-	93,000
415	Sanitary Sewer Fund					
	2021 Bond Issue	415-2021-500-7110	Interest Expense	$		15,000
	Sewer Treatment	415-4541-540-4210	Central Garage Repairs			30,000
	Sewer Treatment	415-4541-540-5055	Contractor Fees			3,000
	Sewer Treatment	415-4541-540-7030	Fees & Permits			8,000
	Sewer Maintenance	415-4542-540-7125	Depreciation Expense			625,000
	Total Sanitary Sewer Fund			$	-	681,000
505	Central Garage Fund					
	Central Garage	505-7870-500-1610	Worker's Compensation	$		3,500
	Central Garage	505-7870-500-7125	Depreciation Expense			5,000
	Total Central Garage Fund			$	-	8,500
510	Health Self-Insurance Fund					

				$		-
	Employee Health	510-7504-500-5305	Judgments & Claims			250,000
	Employee Health	510-7504-500-7140	Insurance Premiums			60,000
	Total Health Self-Insurance Fund			$	-	310,000
515	General Liability Insurance Fund					
	Liability Insurance	515-7501-500-5305	Judgments & Claims	$		350,000
	Liability Insurance	515-7501-500-7030	Fees & Permits			20,000
	Total General Liability Insurance Fund			$	-	370,000
	Grand Total			$	-	3,287,000

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-502 – Approving a contract with Segal to update the City's Rules and Regulations Manual

MEETING DATE
February 22, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-502 Ordinance; Exhibit "A" Segal Contract; Segal Bid Response; City of Joplin RFP; Summary of Scores and Comments

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a contract with Segal to update the City's Rules & Regulations manual.

BACKGROUND
The City's Rules & Regulations manual has not received a complete update in many years. The regulations need many changes and updates. City management team identified the update of the rules and regulations as a top priority for the City. As such, hiring a consultant to coordinate and oversee the update was included in the fiscal year 2022 budget. The City Manager has formed an internal team that developed the RFP, scored the responses and held interviews to identify the lowest and best bidder. The City team consists of Troy Bolander, Michelle Ducre, Leslie Haase, Mark Morris, Jordan Paul and Sloan Rowland.

The RFP was issued on November 24th with a due date of January 12th. The City staff recently completed its assessments of the bids as well as interview evaluations with the bidders. This is a summary of the bid evaluation process.

Summary of Bid Process:
The following four bids were received in response to the Rules & Regulations Update RFP:

- AGH
- Ogletree Deakins
- Segal
- Spencer Fane

The city staff team was assembled to assess the bids as set forth in the RFP as follows:

- 25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.
- 25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
- 10% References – will be based on references submitted as part of RFP but can include clients not submitted.
- 30% Cost of proposal – must contain a cost for the requested scope of work in a "not to exceed" amount.
- 10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Each staff member independently evaluated the bid responses and scored them based on the above criteria. From the total preliminary scores, all four bidders were chosen for finalist interviews as described in the RFP.

Finalist Process Summary:

Finalist interviews for the update of the Rules and Regulations manual were held on Friday, January 28th. The city staff team that participated in the finalist interviews was Troy Bolander, Michelle Ducre, Leslie Haase and Sloan Rowland. A listing of questions was provided to each finalist prior to their presentation. The finalists were asked to address the questions in their presentations and each team was given 30 minutes to present, with 15 minutes for questions. The presentations occurred as virtual meetings.

City staff scored the finalist presentations on a 50-point basis with 20 points for methodology, 15 points for experience and 15 points for staff. Each staff member independently scored each finalist. A summary of the final scores and detailed comments related to the final scores is attached for your review. Segal had the highest final score to update the City's Rules and Regulations Manual and has submitted the best overall bid. The contract price will be no more than $75,000.00.

FUNDING SOURCE

This item is included in the City Manager's budget.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis in order to update the Rules and Regulations as timely as possible to protect the City and its' employees.

COUNCIL BILL NO. 2022-502 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Segal to update the City's Rules and Regulations Manual; authorizing the City Manager to execute said Contract 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 Contract by and between the City of Joplin and Segal to update the City's Rules and Regulations Manual, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (1), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance establishes personnel policies that protect the City and its' employees.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2022, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A" AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and The Segal Group, Inc., hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage Consultant to perform the services described in Request for Proposal 2022-RFP-01, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant submitted its proposal dated January 12, 2022, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Consultant has become the lowest and best Offeror for performing said services.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the Parties do hereby agree as follows:

1. **Scope of Work and Payment.**

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the services described in Exhibit A within the time specified therein.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibit B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or

services covered by this contract shall be subcontracted without the written approval of City.

2. **Amendments.** The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. **Assignment.** This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. **Attorney's Fees and Expenses.** If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

5. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by Contractor.

6. **Choice of Law and Venue.** This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

7. **Compliance with Laws.** Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

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

9. **Consequential Damages.** In no event shall City be liable to Contractor for special, indirect, or consequential damages.

10. **Contract Documents.** The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Contractor's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Contractor's Response to City's Request for Proposal, City's Request for Proposal will prevail.

11. **Entire Agreement.** This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. **Ethics.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, gift, or contingent fee.

13. **Headings.** The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

14. **Indemnification.**

a. In no event shall the City be liable to the Consultant 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 Consultant shall defend, indemnify and hold the City harmless, 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 there under (the Consultant 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 Consultant.

c. The Consultant 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.

d. The indemnification obligations of Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant'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.

15. **Insurance.** Contractor shall secure and maintain at its own cost and expense, throughout

the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name 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)

16. **Non-Discrimination.** In performance of the work covered by this Agreement, Contractor shall not discriminate against any worker because of race, creed, color, political affiliation, handicap, or national origin.

17. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses as follows:

City of Joplin
ATTN: City Attorney
602 S. Main St.
Joplin, MO 64801
pedwards@joplinmo.org

The Segal Group, Inc.
ATTN: Jennifer Donnelly, SVP
333 W. 34th Street, 3rd Floor
New York, New York 10001
jldonnelly@segalco.com

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.

18. **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 expiration of this Contract.

19. **Representations.** The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

20. **Severability.** If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

21. **Subcontractors.** Contractor shall be as fully responsible to 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. 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 City may exercise over Contractor under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

22. **Termination.** If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon 30 day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

23. **Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

24. **Unauthorized Aliens.** That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, 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.

25. **Waiver.** Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

_____
Nicolas Edwards, City Manager

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CONSULTANT
THE SEGAL GROUP, INC.

_____
By: Jennifer Donnelly
Its: Senior Vice President

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2022-RFP-01

FACILITATE PERSONNEL RULES & REGULATION POLICY UPDATE

RFP Due Date: 10:00 A.M., JANUARY 12, 2022

Location: City of Joplin
Human Resources Department
602 South Main Street
Joplin, MO 64801

Staff: Michelle Ducre, Human Resources Director
Email: mducre@joplinmo.org

Phone: 417-624-0820 Ext. 1210

Sealed proposals will be received by the Human Resources Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Proposal.

November 24, 2021
Issue Date

1.0 SCOPE OF WORK

1.1 Purpose

The City is interested in obtaining the services of a consulting firm to facilitate and perform an update of the City's Personnel Rules & Regulations. The City is interested in a qualified firm capable of taking a creative and innovative approach to the facilitation of the update of the Rules & Regulations Manual. Previous experience with public sector agencies is preferred. The selected consultant will provide data, documentation, and recommendations to the Human Resources Director and the City Manager's Office, in conjunction with an internal employee work group and Management Team, on the update of the Rules & Regulations that is discussed further in this request for proposal (the "RFP").

1.2 Background

Incorporated in 1873, the City of Joplin is located in the southwest corner of Missouri and is the State's fourth largest metropolitan area. Population growth within the City limits, which covers more than thirty square miles, continues to grow modestly while rapid growth is being experienced in the surrounding regional area. Joplin's actual population is 51,762 that swells to approximately 225,000 during the day. The City's fiscal year begins on November 1. The total annual budget of the City is approximately $140 million. The City currently employs approximately 585 full-time equivalent employees representing a total payroll of about $36.4 million. City employees work in fourteen distinct departments: City Manager's Office, City Clerk's Office. Legal Services, Human Resources, Finance, Information Technology, Municipal Court, Public Health Department, Planning, Development & Neighborhood Services, Convention & Visitor's Bureau, Public Works, Police, Fire, and Parks & Recreation.

The City is looking to simplify and update the Rules & Regulations in accordance with best practices across comparable cities in Missouri. The current Rules & Regulations do not reflect the current type of Pay Plan adopted by the City. The City desires consistent and compliant personnel rules & regulations that protect the City and employees.

1.3 Minimum Scope of Services

Consistent and compliant personnel rules & regulations are critical in helping facilitate services to the public and providing for a fair and equitable system of personnel administration and management to help ensure the recruitment of quality employees to the City, as well as the retention of current high-performing employees. It is anticipated the successful bidder will be required to hold a **minimum** of ten in-person meetings to complete this project.

A responsive proposal will include a proposed methodology, approach, timeline, and costs that would accomplish the following outcomes:

A. Review and analyze the existing Personnel Rules & Regulations in an objective manner to determine and make recommendations designed to ensure that policies are consistent and compliant with city ordinances, as well as State and Federal laws.

B. Review and learn current personnel practices as compared to the existing Personnel Rules & Regulations Manual.

C. Review, analyze and make recommendations on any sections that should be administrative policies rather than included in the Personnel Rules & Regulations.

D. Review and make recommendations to simplify policies and ensure consistent, but flexible policies to protect the City and its' employees.

E. Compare the current and proposed Personnel Rules & Regulations Manual to best practices found in other Missouri municipalities. Make recommendations for changes, if needed, based on these best practices.

F. Review and make specific recommendations on any sections within the Personnel Rules & Regulations which present conflicting information. Evaluate and ensure the Rules & Regulations Manual is in compliance with current Federal, State, and local laws.

G. Provide a methodology and framework for the City to evaluate and maintain the Personnel Rules & Regulations into the future.

H. Provide progress summaries to the Human Resources Director, City Manager and Employee Work Group, as determined, on a regular basis throughout the project.

I. Facilitate a minimum of ten (10) onsite meetings with key stakeholders, as determined by the Work Group, during the process to review and discuss the current and proposed policies. This could include the City Council, City Manager, Department Directors, the Employee Work Group, or various employee groups.

J. Provide a recommended final updated Personnel Rules & Regulations Manual to be presented to the Personnel Board and City Council for adoption, along with a summary of the proposed changes compared to the current language by section.

K. Provide a comprehensive final report outlining methodologies, findings, conclusions, and recommendations.

L. Provide an Executive Summary and Presentation for City Council.

1.4 Content Requirements

Each Proposal shall include the following:

The Proposal must detail how the Consultant will provide the Scope of Services required by this RFP and the cost of providing those services. Price guarantees should be included if applicable. Consultants are encouraged to present in their Proposals any alternate or creative means of providing any item specified in the Minimum Scope of Services and the effect that would have on the proposed prices.

1.4.1 Company Profile

Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.
D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

1.4.2 Organizational Structure

Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

1.4.3 Key Staff Resumes

Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

1.4.4 Experience and Qualifications

Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFP. The Proposal should provide all information which the Consultant considers pertinent to its qualifications for performing the work called for by the RFP.

1.4.5 References

Each Consultant must furnish a minimum of three (3) references. References should be listed for similar type work as requested in this RFP. Each reference must identify and describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

1.4.6 Timeline to Complete Study

Each Consultant must furnish a timeline to complete the scope of work outlined in this RFP.

1.4.7 Cost of Proposal

Each Consultant will list a cost for all of the services included in the Minimum Scope of Services. An hourly rate at which the City would be billed for any services that the City might request outside the scope of the items listed in this RFP.

1.5 Administrative Requirements

1.5.1 RFP Schedule

The City anticipates that the following timetable will apply to this RFP. The dates following the October 4, 2021 RFP issue date are subject to change:

Activity	Date
RFP issued	November 24, 2021
RFP Due Date	January 12, 2022
Finalist Interviews (if required)	Week of January 24, 2022
Vendor Selection	Week of January 24, 2022
Complete Contract	January 31, 2022
Present Contract to Council for Approval	February 7, 2022
Consultant Commence Work	February 8, 2022 or after
Final Report Complete	TBD

Addenda to the RFP and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications or revisions of the RFP, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFP.

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than December 10, 2021 via e-mail to mducre@joplinmo.org, or in writing, to Michelle Ducre (Attn: Personnel Rules & Regulations Policy Update RFP), City of Joplin, 602 South Main Street, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Consultant finds any inconsistency or ambiguity in the RFP, the Consultant is requested to contact the Human Resources Department, at the above address.

1.6 Proposal Selection and Evaluation

1.6.1 Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFP, will be reviewed and evaluated by the City. The City reserves the right to request Consultants to make one or more presentations to the City at the City's offices at the Consultant's sole cost and expense, addressing Consultants' ability to achieve the scope of work of this RFP. Proposals will be evaluated, in part, according to whether the Consultant

meets the minimum qualifications and submits a proposal complying with all the requirements of this RFP.

Evaluation of vendor proposals will be based on the following criteria:

25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.
25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
10% References – will be based on references submitted as part of RFP but can include clients not submitted.
30% Cost of proposal – must contain a cost for the requested scope of work in a “not to exceed” amount.
10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

1.6.2 Responsibility for Costs

The Consultant shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

1.7 Contract Terms and Conditions

The City may condition award of the Contract on the Consultant’s acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection and proposing alternative terms. Should Consultant object to any of the terms and conditions established in this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms and conditions and if Consultant does object, the number and type of objections. In no event shall the City’s selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP, if, in the sole judgment of the City, it is in the best interest of the City to do so.

1.8 Exhibits

The following exhibits are referenced in this RFP, incorporated into and made a part of this RFP:

A. City of Joplin Standard Professional Services Agreement
B. City of Joplin Personnel Rules & Regulations Manual

2.0 FORMAT AND CONTENT OF PROPOSAL

2.1 Proposal Terms and Conditions

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

2.2 Interviews

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.) If finalist interviews are held, the interview process shall determine the final recommendation.

2.3 Request for Additional Information

The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

2.4 Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

2.5 Proposals Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2.6 Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

2.7 Non-exclusive Contract

The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

2.8 Late proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can

be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

2.9 Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

2.10 Execution of Agreement

It is anticipated the City will make their selection of a firm by January 31, 2022. The successful proposer shall enter into a contract with the City for the performance of work awarded to them and shall simultaneously provide any required bonds, indemnities and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.0 SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

3.1 Proposal Due Date

Sealed proposals with one (1) original and three (3) complete copies will be received at the Human Resources Department no later than 10:00 a.m. January 12, 2022. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery Only
CITY OF JOPLIN
MICHELLE DUCRE
DIRECTOR OF HUMAN RESOURCES
602 SOUTH MAIN STREET
JOPLIN, MO 64801
Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2022-RFP-01: PERSONNEL RULES & REGULATIONS POLICY UPDATE"

3.2 Amendments

If it becomes necessary to revise or amend any part of this Request for Proposal, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

3.3 Proposal Evaluation Process

The steps and activities in the proposal process will include the following:

3.3.1 The City will review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The City shall conduct a preliminary evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the City.

3.3.2 The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

3.3.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

3.3.4 The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short-listed firms. Interview evaluations will be based on the same criteria listed in this RFP, except for cost, and will be used to pick the final bidder.

3.3.5 The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

3.3.6 The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

“NOTICE: This Agreement is included as a sample only and should not be considered a final document. Any agreement between the City and a successful bidder may be significantly different than the agreement attached following legal review.

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Human Resources Department
602 South Main Street
Joplin, MO 64801
417-624-0820

NAME, ADDRESS & PHONE OF CONSULTANT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2022-RFP-01 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated January 12, 2022 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the lowest and best Offeror for performing the services listed in this RFP attached hereto and incorporated herein as Exhibit A;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the

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

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

8. **Assignment:** The Consultant 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 Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

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

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the party's intention that the Consultant will be an Independent Consultant 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 Contributions

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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is 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 Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. 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 RSMo.

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

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

17. **Consultant's Responsibility for Subcontractor**: It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractor, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractor to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractor and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. 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 insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

A. In no event shall the City be liable to the Consultant 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 Consultant shall defend, indemnify and hold the City harmless, 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 there under (the Consultant 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 Consultant.

C. The Consultant 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.

D. The indemnification obligations of Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant'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.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between 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.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **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.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the

second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney



City of Joplin Missouri

Personnel Rules & Regulations Update

January 12, 2022

RFP NO. 2022-RFP-01

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Segal

Segal

Jennifer Donnelly
Senior Vice President
M 716.479.7808
jldonnelly@segalco.com

333 West 34th Street
New York, NY 10001-2402
segalco.com

January 12, 2022

Michelle Ducre
Human Resources Director
City of Joplin
Human Resources Department
602 South Main Street
Joplin, MO 64801

Dear Ms. Ducre:

Segal is pleased to submit this proposal to the City of Joplin, Missouri to provide consulting services related to facilitating and performing an update of the City's Personnel Rules and Regulations to identify opportunities for improvement, and to provide recommendations for making modifications aligned with leading practices in Human Resources.

As you will note in our proposal, Segal has extensive experience assisting both public and private sector organizations in assessing their human capital needs including reviewing their processes, policies, systems, structures, and results, and in developing practical and meaningful HR strategies. Our work has been recognized nationally for our innovative and effective approaches that serve as a model for best practices in human resources.

We pride ourselves on our relentless and tireless work to understand our clients' issues and opportunities. Segal has provided health care consulting services to the City since 2010 covering medical, prescription drug, dental, vision, life and disability benefits. Over that time, we have been able to learn about the City, its employees, culture, and structure. To ensure that this experience is captured for this project, Kim Wixson, your current benefits consultant, will be a part of the team. We believe that this team dynamic will give us a "leg up" over others in this market who do not have this historical knowledge.

For all of these reasons, we believe that Segal has the requisite experience, skills, knowledge and expertise to serve as your strategic consulting partner, and we would be honored to have the opportunity to do so.

Best regards,

Jennifer Donnelly
Senior Vice President

Kimberly Wixson
Senior Vice President

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Company Profile

Provide the following information relative to your firm:

Firm name and business address, including telephone and facsimile numbers, and e-mail address.

The Segal Group, Inc.

333 West 34th Street, 3rd Floor, New York, NY 10001-2402

Jennifer Donnelly M 716.479.7808 jldonnelly@segalco.com

Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.

Segal was founded as the Martin E. Segal Company in 1939 in New York.

Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.

An independent, privately held consulting firm, Segal has been employee owned by its officers since 1978 and currently has 320 employee owners, with no shareholder owning more than 5% of the company. An 11-member Board of Directors sets policy and governs the organization. Implementation of policies, development of strategies and day-to-day operations are the responsibilities of the Chief Executive Officer.

Segal was founded as the Martin E. Segal Company in 1939, early in the development of employee benefit plans in American industry. From the beginning, Segal has been involved in developing health and retirement programs that meet the needs of employees and employers.

- In 1967, the Martin E. Segal Company became part of Wertheim & Co., and in 1978, it again became independent when it was repurchased by company management.
- In 2001, the firm acquired Marjorie Gross and Company, an award-winning firm specializing in communicating benefits and compensation information, as well as building strategies for effective employer communications.
- Early in 2002, the firm acquired Sibson Consulting, a human resources consulting firm dedicated to helping companies improve the return on human capital through talent strategies, effective organization practices, change management, rewards and compensation design, work/life programs and other solutions that help enhance employee performance.
- In 2006, the firm acquired Irwin Tepper Associates, Inc., a consulting firm that specializes in asset/liability analysis for employee benefit programs and other organizations.

- In 2010, the firm acquired Aon Consulting's multiemployer defined benefit plan and related consulting business in the United States.
- In 2012, the firm's investment consulting affiliate acquired Rogerscasey, a global investment consulting firm. The combined entity was named Segal Rogerscasey.
- In 2013, the firm's Fiduciary Liability Insurance Practice was incorporated as the insurance brokerage subsidiary of The Segal Group, Inc., and named Segal Select Insurance Services, Inc. Segal Select works with plan sponsors to obtain a full range of fiduciary insurance and fidelity bond coverage as well as employment practices liability insurance and cyber liability coverage.
- In 2014, the firm acquired the Human Resources Consulting Division of Waters Consulting and combined it with Segal's Public Sector Compensation and Bargaining Practice. The combined entity became known as Segal Waters Consulting. It is now part of Segal's Compensation and Career Strategies practice and provides compensation and human resources consulting solutions.
- Also in 2014, the firm acquired a portion of the business of Moroni Fantin, an employee benefits consulting firm (which has now ceased operations) specializing in working with Michigan and national, mid-market, self-insured health plans as well as Excelcor, a partnership focused on providing human capital consulting to corporations, colleges and universities, and hospitals and medical centers.
- In 2017, the firm acquired Marco Consulting Group to expand our investment consulting services, and Segal Rogerscasey (the SEC-registered investment consulting member of The Segal Group) was renamed Segal Marco Advisors. The firm is a leading global investment solutions firm that provides innovative, client-driven consulting advice and discretionary solutions. It has been in operation for 50 years and is one of the largest U.S.-based investment consultants.
- In 2018, the firm acquired Touchstone Consulting Group, based in Worcester, MA, which provides retirement, health and welfare, actuarial and related employee benefit consulting services. Also in 2018, the firm acquired The Singer Group, a human resources and organizational development consulting firm based in the Baltimore area. Founded in 1983, The Singer Group provides compensation consulting, organizational design and development, performance management, workflow design and other human resources-related consulting services, for public and higher education library systems and not-for-profit organizations.
- In 2019, the firm acquired Benz Communications, an award-winning, industry-leading HR and employee benefits communications consulting firm. Founded in 2006, Benz Communications has been among the largest women-owned firms in the San Francisco Bay Area since 2012 and a five-time honoree on the Inc. 5000 list of fastest-growing, privately held companies. The name of our combined Communications practice is Segal Benz.
- In January 2020, Segal acquired LRWL Inc., a leader in public sector retirement systems implementation services. For over 25 years, LRWL has focused exclusively on supporting the public pension industry, with personalized options for both retirement and benefits administration. The LRWL team brings its business process, technology and pension system implementation experience to Segal's Administration, Technology and Consulting (ATC) practice.
- Our Missouri license number is F00524979.

Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

This project's Client Relationship Manager, Kimberly Wixson, is located in our Detroit Office: 3001 West Big Beaver Road, Suite 320, Troy, MI 48084-3104 | 248.530.6370

The project's Engagement Leader, Jennifer Donnelly, is located in our New York Office: 333 West 34th Street, 3rd Floor, New York, NY 10001-2402 | 716.479.7808

The Project Manager, Christopher Nickson, is located in our New York Office: 333 West 34th Street, 3rd Floor, New York, NY 10001-2402 | 716.512.4366

Organizational structure

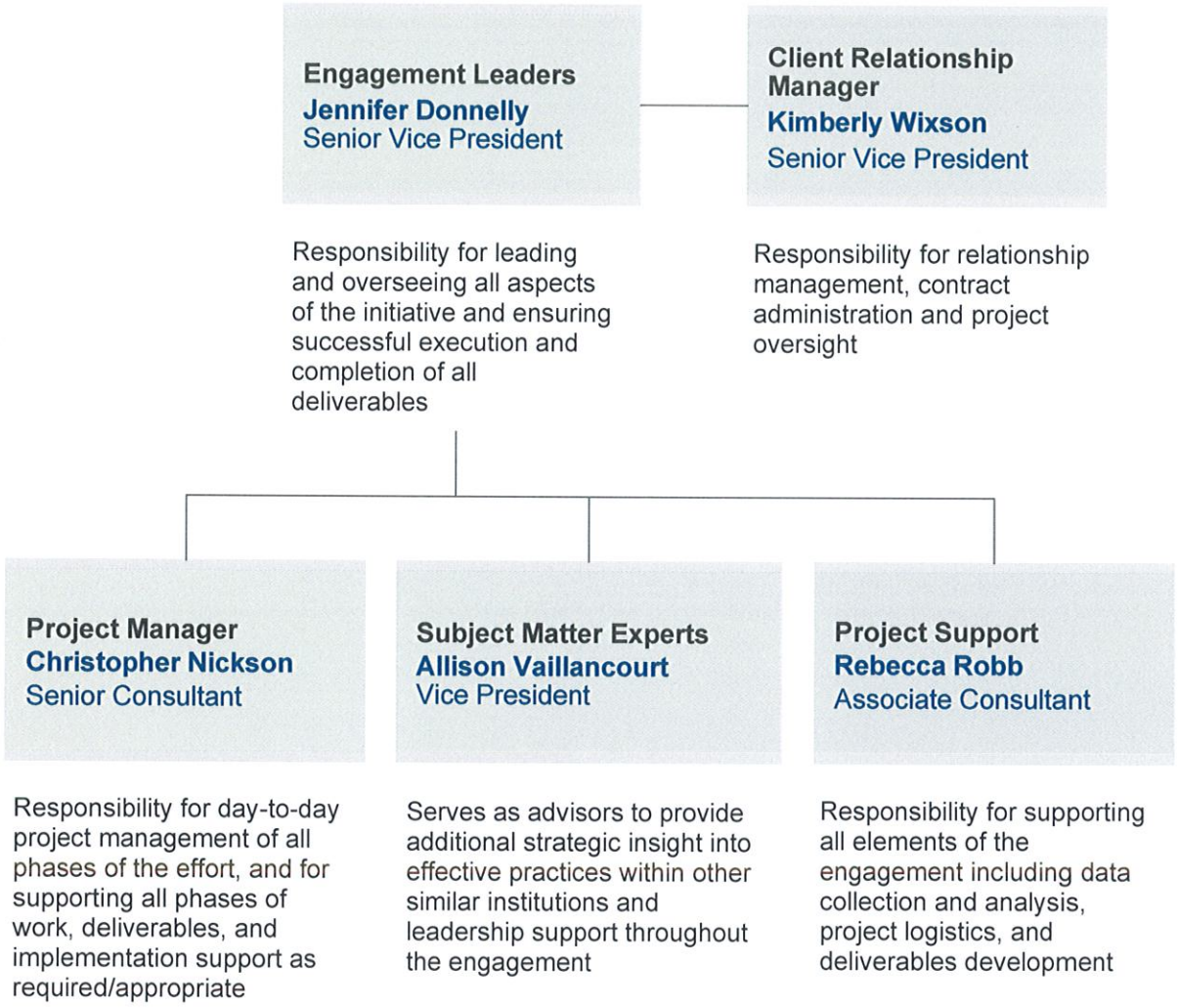
Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

Segal's organizational structure is as follows:



This project's organizational structure is as follows:

The professional consulting team at Segal has the requisite experience, skills, knowledge, and expertise to effectively complete the services outlined in this proposal. The team below will lead all aspects of the engagement, and may utilize additional members of the Organizational Effectiveness team to support the work as appropriate. All members listed will be committed to the project if our firm is selected.


Engagement Leaders
Jennifer Donnelly
Senior Vice President
Client Relationship Manager
Kimberly Wixson
Senior Vice President
Responsibility for leading and overseeing all aspects of the initiative and ensuring successful execution and completion of all deliverables
Responsibility for relationship management, contract administration and project oversight
Project Manager
Christopher Nickson
Senior Consultant
Subject Matter Experts
Allison Vaillancourt
Vice President
Project Support
Rebecca Robb
Associate Consultant
Responsibility for day-to-day project management of all phases of the effort, and for supporting all phases of work, deliverables, and implementation support as required/appropriate
Serves as advisors to provide additional strategic insight into effective practices within other similar institutions and leadership support throughout the engagement
Responsibility for supporting all elements of the engagement including data collection and analysis, project logistics, and deliverables development

Key Staff Resumes

Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

Kimberly Wixson, GBA, CMS

Senior Vice President and Health Consultant, Detroit

Project Role: Client Relationship Manager

Ms. Wixson is a Senior Vice President and Health Consultant in Segal's Detroit office. She has over 25 years of experience in underwriting, actuarial, sales, client service and project management disciplines. Ms. Wixson advises public sector and corporate clients in medical, dental, life and disability plan design for active employees and retirees. She also performs competitive bidding and advises clients on matters related to the Affordable Care Act and other compliance issues.

Ms. Wixson uses her financial background to provide input into the development of benefit budgets, negotiate renewal rates and review financial reporting. Her extensive knowledge of carrier operations and eligibility/enrollment systems make her a valuable asset to the successful implementation of client projects.

Prior to joining Segal, Ms. Wixson was a Principal at Moroni Fantin, an employee benefits consulting firm that worked with Michigan and national, mid-market, self-insured health plans. Her responsibilities included the day-to-day management of existing clients and the support for new business sales. Ms. Wixson also provided financial and claims analysis for Moroni Fantin's self-insured clients which included renewal development, budget setting, monthly forecasting and large claims analysis. The Segal Group acquired a portion of the business of Moroni Fantin in January 2014 (Moroni Fantin has ceased operations).

Prior to Moroni Fantin, Ms. Wixson was with Blue Cross Blue Shield of Michigan (BCBSM) where she worked with major national corporations. She was a critical part of the BCBSM sales team who generated over $900 million in new revenue and 400,000 new members. In this role, she was responsible for both the sale and implementation of new clients, which included Comerica, Inc., Kellogg Company, Daimler Trucks North America LLC and Valassis Communications. Ms. Wixson began her career as a rating specialist in the actuarial and underwriting area and was responsible for developing and executing financial strategies in support of all national new business proposals, including illustrative rate calculations, cost estimate simulations and administrative fee development.

Ms. Wixson holds a BA in Mathematics from Wayne State University and a MBA in Health Care Management from the University of Phoenix. She has also earned the Group Benefits Associate (GBA) She has also earned the Group Benefits Associate (GBA) and Compensation Management Specialist (CMS) designations through the International Foundation of Employee Benefit Plans.

Jennifer L. Donnelly, JD

Senior Vice President, Organizational Effectiveness

Ms. Donnelly is a Senior Vice President in Segal's Organizational Effectiveness practice with over 20 years of experience. In addition to her consulting background, Ms. Donnelly has served as an employment attorney and a human resources executive in the public sector. Her expertise includes HR and organizational transformation, cultural assessment and improvement, organizational design, organizational effectiveness, strategic planning, employee and labor relations, change management, and in designing strategies and tactics to improve organizational quality and efficiency. She has led comprehensive organizational assessment and transformation initiatives for a broad range of public sector clients, corporations, and academic institutions. Ms. Donnelly also spent over twelve years with the State University of New York at Buffalo, a complex public civil service organization with over 10,000 employees, serving as the Associate Vice President of Human Resources, Director of Employee and Labor Relations, and as a Senior Advisor to the President. During this time, Ms. Donnelly developed innovative and effective HR programs and services that serve as a national model for best practices for all of higher education. Her work has included the following:

- Recipient of several national, regional and local awards for organizational transformation and redesign
- Leader of strategic and organizational transformation initiatives for a diverse range of clients including: the City of New York, the City of Detroit, the US Library of Congress, the US Customs and Border Protection, the National Oceanic and Atmospheric Administration (NOAA), Virginia Tech, Montgomery College, the State University of New York (SUNY), Texas Christian University (TCU), the University of Louisville, the University of Utah, the City College of New York (CUNY), the University of Alaska system, the University of Texas San Antonio Health Sciences Center, Syracuse University, Carnival Cruise Lines, Molson Coors Beer, Lactalis American Group, Cable and Wireless Communications, Maine Health System, Tufts Medical Center, Kentucky One Health, James Graham Brown Cancer Center
- Led a comprehensive HR transformation and redesign effort that resulted in awards from the College University and Professional Association-HR (CUPA-HR) National and Eastern Region awards for Excellence in Human Resources (out of over 1,600 universities nationwide and 465 institutions regionally) for development of innovative and effective HR programs and services that serve as a model for best practices for all of higher education
- Led transformation efforts that resulted in national recognition and ranking as an employer of choice and recognition as a 100 Best Company in America by Working Mother Magazine

Ms. Donnelly received a Bachelor of Arts in Political Science from the State University of New York at Brockport, and a Juris Doctor from the University at Buffalo School of Law. She is a member of the New York State Bar Association. Ms. Donnelly is also a member of the Board of Directors for the US Olympic Bobsled and Skeleton team, serving as chair of the Compensation and Nominating Committees, and liaison for the Judicial and Ethics Committees.

Ms. Donnelly speaks nationally at industry events and conferences on a variety of topics including HR assessment, HR Transformation, organizational performance, and culture and engagement strategies.

Allison M. Vaillancourt, PhD, SPHR, SHRM-SCP
Vice President, Organizational Effectiveness

Allison Vaillancourt is a Vice President in Segal's Organizational Effectiveness practice. She is a nationally recognized expert in organizational strategy and human resources with more than 30 years of experience working in large, complex organizations in the public, nonprofit, and private sectors. Prior to joining Segal, Dr. Vaillancourt was Vice President for Business Affairs & Human Resources and an award-winning faculty member at the University of Arizona, where she had human resources and institutional equity oversight for more than 15,000 employees.

She brings to her engagements:

- Success in enhancing diversity, equity, and inclusion in multiple organizations and experience as a National Science Foundation-funded researcher in the area of unconscious bias
- Award-winning leadership development programming for diverse organizations
- Extensive expertise in organizational culture and design, academic medicine, strategic planning, change strategy, administrative and HR transformation efforts, strategic risk management, community relations and crisis management
- An assets-based approach to organizational consulting, preferring to build what is working rather than focus

Dr. Vaillancourt earned a PhD in Public Administration from the University of Colorado Graduate School of Public Affairs and MA in Public Policy and Administration and BA in Political Science from the University of Wisconsin. She holds multiple human resources and executive coaching certifications as well.

A prolific writer and speaker, Dr. Vaillancourt has been invited to speak to more than 250 audiences in the last decade, and she is one of the *Chronicle of Higher Education's* most popular columnists.

With more than 250 national presentations in the last decade, a sample of her invited presentations include:

- "The Best Leaders Believe in Candor," American Association of Colleges of Pharmacy, April 2020.

"...and HR Did Nothing: Navigating in a Gotcha Culture," Arizona HR Executive Summit and Retreat, February 2020

- "Navigating Organizational Politics," American Association of Medical Colleges, December, 2019.
- "Just Get It Done, HR: Thriving in Today's Mine Field of Compliance Challenges," College and University Professional Association for Human Resources, October 2019
- "You Can Master Organizational Politics," New York-Presbyterian Hospital Leadership Symposium, September 2019

Christopher S. Nickson, JD
Sr. Consultant, New York, NY

Mr. Nickson is a Senior Consultant in our Organizational Effectiveness practice. Prior to joining Segal, Mr. Nickson was a Senior Strategy Consultant with Excelcor, a nationally-recognized higher education consulting firm. In addition to his consulting background, Mr. Nickson is a highly-experienced attorney, with nearly two decades of experience in private practice, including as a law firm partner and litigator specializing in labor and employment law, employment discrimination, and human resources. He has significant teaching experience as an adjunct faculty member since 2003 at several higher education institutions, including as an adjunct instructor teaching business law and ethics at the State University of New York at Buffalo (SUNY-Buffalo) in their PMBA and EMBA programs. Mr. Nickson's consulting experiences include the following:

- Supported Sponsored Programs transformation efforts at the University of Louisville
- Extensive experience and expertise in organizational design, process redesign, organizational effectiveness, and building high performing cultures
- Broad based experience and knowledge in change management strategies and practices and in creating sustainable organizational transformation
- Supported several organizational assessments and transformation initiatives within higher education
- Multi-year recipient of SuperLawyer designation for Upstate New York
- In addition to his law degree, Mr. Nickson received his MBA from SUNY-Buffalo, and his undergraduate degree in Industrial and Labor Relations at Cornell University
- Mr. Nickson has also served on several not-for-profit Boards of Directors, both as a board member and an officer, and led a full-scale strategic planning initiative for one of those boards

Rebecca Robb

Associate, Organizational Effectiveness, New York, NY

Ms. Robb is an Associate in Segal's Organizational Effectiveness practice in New York. She partners with organizations to help redesign operations, structures, programs, and delivery models to ensure better alignment with the organization's broader strategic priorities, objectives, values, and mission. She specializes in assessing, designing, and restructuring organizational strategies, structures and systems, processes, human capital programs, and workplace culture. Ms. Robb serves clients in a variety of industries including non-profit, higher education, government, healthcare, and corporate.

Examples of her recent work include:

- Conducted a Human Resources Assessment at a large public university in which she assessed current structures, staffing and leadership, competency levels and gaps, policies, processes, technology, culture, and overall service delivery. She assisted in developing recommendations to enhance and transform the overall HR function and service delivery at the university
- Project managed the design of Voluntary Separation Incentive Plans (VSIP) and financial costing models for a range of colleges and universities that projected operating costs reductions and return on investment scenarios
- Facilitated a comprehensive Human Resources Transformation and Redesign initiative for a large, public higher education institution. Ms. Robb helped to redesign HR's service delivery model, structure, processes, communications, and key roles. She also developed detailed roadmaps to ensure a successful implementation of the new model
- Assisted a large private university in evaluating current graduate education programs based on set program indicators and designed analytical models and tools to inform redesign strategies and investments relative to graduate education
- Supported the redesign of an Academic Advising function and Office of Disability Services for a large private institution by facilitating stakeholder committee meetings, providing best practice research and recommendations, and evaluating cost-benefit scenarios for each potential service delivery model
- Performed qualitative and quantitative data analysis on survey data and created dynamic models to inform decisions related to compensation, organizational structures, and academic programs

Ms. Robb earned a Bachelor of Science in Industrial and Labor Relations with minors in Business and Law & Society from Cornell University.

Experience & Qualifications

Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFP. The Proposal should provide all information which the Consultant considers pertinent to its qualifications for performing the work called for by the RFP.

Experience and Qualifications

The Segal Company, established in 1939, is a leading strategy, organizational effectiveness, and human resources consulting firm, with approximately 1,000 employees in our offices throughout the U.S. and Canada. We are the only large, privately held firm in our industry, and are a U.S. Registered Firm. We continue to be 100% owned by our employees, with no shareholder owning more than 5% in common stock.

Early in 2002, Segal acquired Sibson Consulting, a human resources consulting firm dedicated to helping companies improve the return on human capital through talent strategies, effective organization practices, change management, rewards and compensation design, work/life programs and other solutions that help enhance employee performance.

Segal historically has operated under a family of brands, including Sibson Consulting, Segal Select Insurance, Segal Waters, and Segal Consulting. We are now operating under one name — Segal.

Of all of our service offerings, organizational assessments and transformations make up our most frequent engagements. Our established methodology allows our team to not only identify strengths and opportunities, but to also understand the strategic and operational drivers behind any challenges to ensure that recommendations take into account institutional culture, business and organizational strategies, and financial circumstances.

Our Organizational Effectiveness Service offerings are listed below.

Strategies to address future opportunities and challenges
Strategic planning
Workforce planning
Succession planning
Organizational transformation
Cost reduction strategies
Merger and acquisition strategies

Building individual & team competencies
Learning and development strategies
Professional development strategies and initiatives
Performance management
Competency assessment and development
Coaching and mentoring

Creating cultures of excellence
Great place to work initiatives
Recognition programs
Employee value proposition
Diversity, inclusion and equity programs and strategies



Uncovering barriers to high performance
Organizational assessment
Operational assessment
Cultural assessment
Engagement surveys and assessment

Enhancing organizational performance
Process redesign
Organization redesign
Operational improvement initiatives
Policy review and redesign

Ensuring organizational capacity
Organizational structure and staffing reviews
Recruiting strategies, processes and tools
Retention programs

Successful implementation and execution
Program management.
Project management
Change management
Training design and delivery

Select Public Sector Clients

Federal Government
Administrative Office of the U.S. Courts
U.S. Office of Personnel Management

States Governments and Agencies
Alabama
Alaska
Arizona
Colorado
District of Columbia
Georgia Merit System
Iowa
Maine Judiciary
Maryland Dept of Budget & Management
Maryland Dept of Mental Health
Maryland Judiciary
Massachusetts Dept of Transportation
Massachusetts Treasurer & Receiver
Minnesota Judiciary
New Jersey Judiciary
North Carolina Education Lottery
Ohio Supreme Court
Oregon State Lottery
Rhode Island
Vermont Judiciary
Washington

Counties
Anderson County (SC)
Arlington County (VA)
Barry County (MI)
Bexar County (TX)
Boulder County (CO)
City/County of Denver (CO)
Coconino County (AZ)
Deschutes County (OR)
Fairfax County (VA)
Frederick County (MD)
Harris County Appraisal District (TX)
Isabella County (MI)
Jackson County (TX)
Johnson County (TX)
Laramie County (WY)
Laramie County Library System (WY)
Las Vegas – Clark County Library
Lexington County (SC)
Los Alamos County (NM)
Loudoun County (VA)
McKinley County (NM)
Minnehaha County (SD)
Mohave County (AZ)
Oakland County (MI)
Pinal County (AZ)
Prince George's County (MD)
Prince William County (VA)
Santa Barbara County (CA)
Smith County (TX)
Spotsylvania County (VA)
Stafford County (VA)

Municipalities
City of Albuquerque (NM)
City of Asheville (NC)
City of Aurora (CO)
City of Austin (TX)
City of Avondale (AZ)
City of Baltimore (MD)
City of Boston (MA)
City of Bowie (MD)
City of Bristol (CT)
City of Bryan (TX)
City of Cape Coral (FL)
City of Carlsbad (CA)
City of Carrollton (TX)
City of Chandler (AZ)
City of College Station (TX)
City of Fort Lauderdale (FL)
City of Fort Worth (TX)
City of Glendale (AZ)
City of Goleta (CA)
City of Goodyear (AZ)
City of Grand Rapids (MI)
City of Greenville (NC)
City of Henderson (NV)
City of Houston (TX)
City of Knoxville (TN)
City of Lansing (MI)
City of Las Vegas (NV)
City of League City (TX)
City of Livermore (CA)
City of Manassas (VA)
City of Maricopa (AZ)
City of Middletown (CT)
City of New Bedford (MA)
City of Norfolk (VA)
City of North Kansas City (MO)
City of Olathe (KS)
City of Palo Alto (CA)
City of Phoenix (AZ)
City of Pittsburgh (PA)
City of Prescott (AZ)
City of Raleigh (NC)
City of Salem (VA)
City of San Diego (CA)
City of San Marcos (CA)
City of San Marcos (TX)
City of Santa Cruz (CA)
City of Seattle (WA)
City of Sedona (AZ)
City of Sioux Falls (SD)
City of Surprise (AZ)
City of Wilmington (DE)
Terrebonne Parish (LA)
Town of Acton (MA)
Town of Buckeye (AZ)

Transportation Systems
Alaska Railroad Corporation
Columbus Regional Airport Authority
Denton County Transp. Authority (TX)
Denver Regional Transit District (CO)
Golden Gate Bridge and Highway Transportation District (CA)
Hillsborough Area Regional Transit (FL)
Indianapolis Public Transit (IN)
Jacksonville Transp. Authority (FL)
Lincoln Airport Authority (NE)
Maryland Transit Administration
Massachusetts Bay Transportation Authority
Massachusetts Department of Transportation
Metropolitan Nashville Airport Auth. (TN)
National Railway Labor Commission
New Jersey Turnpike Authority
Orange County Transp. Authority (CA)
Port of Houston Authority (TX)
Raleigh-Durham Airport Authority (NC)
San Francisco Bay Area Rapid Transit (CA)
San Mateo County Transit (CA)
Southern California Regional Rail Authority
Valley Metro/RPTA (AZ)
Victor Valley Transit Authority (CA)

Utilities and Water Authorities
Birmingham Water Works Board (AL)
Castaic Lake Water Authority (CA)
Central Arizona Project (AZ)
City of Austin - Austin Energy (TX)
Coachella Valley Water District (CA)
Colorado Springs Utilities
Columbus Water Works (GA)
Denver Water (CO)
Des Moines Water Works (IA)
Easton Utilities Commission (MD)
Great Lakes Water Authority (MI)
Guadalupe-Blanco River Authority (TX)
Loudoun Water (VA)
Metropolitan District Commission (CT)
Navajo Tribal Utility Authority (AZ)
New Braunfels Utilities (TX)
Orange County Public Utilities (FL)
Raleigh Public Utilities District (NC)
Texas Municipal Power Authority
Toho Water Authority (FL)
Upper Occoquan Service Authority (VA)

Other Public Authorities
Cuyahoga Library District (OH)
Illinois Teachers Retirement System
Northern California UFCW
Northern Virginia Regional Park Authority

Methodology & Approach

Our review will consist of qualitative and quantitative data gathering, as well as a detailed assessment of individual policies to conduct a gap analysis and provide recommendations for modifications and changes. Personnel Rules and Regulations should be aligned with best practices and support the strategic priorities of the organization while remaining compliant with city ordinances, State, and Federal laws. In addition, Segal will prepare the City for the future by establishing a governance structure for any future policy creation, updates, and maintenance.

Policy Assessment

Specifically, Segal will:

- Conduct approximately 15-20 interviews with key stakeholders to identify Personnel Rules and Regulations objectives and gaps, as well as strategic goals relative to the personnel policy environment (i.e., current documented and undocumented employment policies and practices)
- Complete an inventory of essential personnel policies and practices, including common, undocumented practices that may be considered or applied as if they were formal policies
- Conduct a thorough review of the content of core personnel rules and regulations, and evaluate the documents for clarity, consistency, relevance to stated goals, quality, and effectiveness
- Provide best practice knowledge, guidance, and examples in policy and governance approaches, structures, practices, and content, including from other Missouri municipalities
- Assess the quality and effectiveness of current policies/governing documents against best practices
- Identify inconsistencies and gaps in policy enforcement and compliance for legal counsel's review
- Identify potential risks relative to employment policies and practices and their application, for legal counsel's review
- Identify policies and practices in need of revision and updating, for legal counsel's review
- Assess effectiveness of current communication, training, and education relative to policies and procedures, and identify future training needs
- Identify and evaluate common, undocumented policies or practices that should either become formal policies or be discontinued
- Identify missing elements or components of the policies/governing documents
- Identify administrative policies that should not be included in the Personnel Rules and Regulations
- Identify internal and external historical or cultural factors impacting effective administration and enforcement of policies

Policy Recommendations

Segal will meet with key stakeholders in at least ten onsite meetings to review and discuss the current and proposed policies. This could include the City Council, City Manager, Department Directors, the Employee Work Group, or various employee groups.

In addition, Segal will schedule 3-5 meetings with the Employee Work Group to finalize recommended modifications to policies. During these meetings, our team will work collaboratively with the City to establish a governance process for any future policy creation, updates, and maintenance. This will allow the City to evaluate and maintain policies on a consistent basis.

The Segal team will compile a recommended final updated Personnel Rules and Regulations Manual that will be presented to the Personnel Board and City Council for adoption. We will also provide a summary of proposed changes by section.

Deliverables and Outcomes

Deliverables and outcomes from the assessment will include:

- A detailed set of annotated Personnel Rules and Regulations, with comments
- A set of recommendations for improving the quality and effectiveness of Personnel Rules and Regulations, including recommendations for content, that are aligned to best practices
- Recommendations for addressing policy gaps and areas where there are compliance challenges with policies and practices, for review by legal counsel
- Targeted approaches to address policy and practice areas that should be modified or eliminated
- A policy governance structure for maintaining, updating, and editing policies and practices across the organization in the future, with the following goals:
  - Creating new policies (including review processes)
  - Maintaining policies
  - Measuring utilization, compliance, and effectiveness of policies (and exceptions)
  - Communicating new and changed policies
- Training and education needs relative to policy administration
- Technology system(s) or tools required to facilitate policy implementation, administration, training, and updates
- Communication approaches, strategies, and protocols to support policy plans and strategies
- An implementation plan to roll out policy changes
- A comprehensive final report which includes:
  - A summary of the findings, observations, issues, risks, challenges, and barriers uncovered as a result of the HR policy and practice assessment
  - A list of miscellaneous or tangential issues related to policy and practice compliance

- Identification of emerging issues, opportunities, and / or threats facing the City that could potentially impact the delivery of HR services and compliance with HR policies
- A documented set of recommendations to improve the overall quality, effectiveness, and efficiency of policy compliance
- Detailed recommendations for policy changes, revisions, creation, and sunsetting in a recommended final updated Personnel Rules and Regulations Manual
- A high-level communications plan to guide the process by which to inform stakeholders of the initiative and subsequently the findings and recommendations
- A policy revision implementation plan to guide the transition
- An executive summary and presentation for City Council

References

Each Consultant must furnish a minimum of three (3) references. References should be listed for similar type work as requested in this RFP. Each reference must identify and describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

The Internet Society

HR Policy Assessment

Sandy Spector
Chief Financial Officer and Senior Vice President, Business Operations
The Internet Society
11710 Plaza America Drive, Suite 400
Reston, VA 20190
spector@isoc.org
(703) 439-2767

Carnival Cruise Line

HR Assessment, Transformation (including Policy Review and Revision Initiative)

David Klein
Director Human Resources
Spirit Airlines (Formerly at Carnival Cruise Line)
2800 Executive Way
Miramar, Florida 33025
David.Klein@Spirit.com
(954) 3641-1178

Covenant Health

HR Policy Assessment

Timothy Juergensen
Vice President, Chief Employee Experience Officer
Covenant Health
100 Ames Pond Rd. Suite 102
Tewksbury, MA 01876
Office (978) 312-4346
Cell: (317) 809-8355
tjuergensen@covh.org

Timeline

Each consultant must furnish a timeline to complete the scope of work outlined in this RFP

Project Phase	30 days	60 days	90 days
Policy Assessment			
Policy Recommendations			

Proposed Fees

Each Consultant will list a cost for all of the services included in the Minimum Scope of Services. An hourly rate at which the City would be billed for any services that the City might request outside the scope of the items listed in this RFP.

Segal will provide professional services and perform the work necessary to complete the assignments and deliverables in the agreed upon timeframes. At all times, Segal and its employees will adhere to Western Michigan University rules, regulations and policies, and maintain the highest levels of integrity and professionalism.

Services	Projected Timeframe	Proposed Fees (Not To Exceed)
Policy Assessment	30-60 Days	$35,000
Policy Recommendations	45-60 Days	$40,000
Total Proposed Fees*		**$75,000**
Travel	**Reimbursed for actual travel expenses consistent with City of Joplin MO policy**	

*Segal's pricing and costs are based on the onsite requirements outlined in the RFP, but we believe this project can successfully be completed virtually and can reduce the total cost if services can be performed all or partially remote.

The proposed fees outlined in this proposal will be paid in three equal installments: an initial one-third of the fee will be paid upon the commencement of services, a second one-third of the fee will be paid at an appropriate point approximately halfway through the engagement, and the final one-third of the fee will be paid upon the completion of services. Fees for services rendered and for travel expenses will be included on an invoice and submitted to the appropriate office for processing. Such invoices will be processed and paid within thirty days of receipt.

Segal Hourly Rates

Consultant Title	Hourly Rate
Associate	$200
Associate Consultant	$250
Consultant	$375
Senior Consultant	$500
Senior Vice President	$620

CITY OF JOPLIN
RULES & REGULATIONS UPDATE
FINAL OVERALL AVERAGE SCORE
31-Jan-22

VENDOR NAME	SCORE	SCORE	SCORE	SCORE	TOTAL SCORE	OVERALL AVG SCORE
Segal	43	48	46	45	182	45.50
Spencer Fane	25	43	47	40	155	38.75
AGH	30	45	35	30	140	35.00
Ogletree Deakins	5	29	0	15	49	12.25

RULES & REGULATIONS MANUAL UPDATE

RFP BIDDER INTERVIEW COMMENTS ABOUT SEGAL

1. Award winning HR and Organizational strategic effectiveness, change management and employment law are strengths
2. Solid methodology
3. Heavy emphasis placed on interviews and onsite meetings with stakeholders
4. Detailed experience as HR Consulting
5. Specific experience related to development of Rules & Regulations
6. Large existing staff with specific HR & Legal experts assigned to project
7. Will look for inconsistencies between policies and practices
8. Best methodology of interviewees. Prefers onsite and in-person stakeholder interviews
9. Look at developing policies to address employee shortages, recruitment and retention
10. Encourage feedback from employees, transparent process
11. Database of best practices to use on this project
12. Most & closest experience of conducting whole assessment compared to other firms interviewed
13. Staff has HR expertise as well as employee law experience to ensure manual is legal and defendable
14. Best methodology described of all interviewees
15. Staff brings the only mixture of HR expertise (human component) and legal expertise

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-503 – Adopting the Housing Revitalization Plan to be used as a guideline for the Action Plan to help Address Declining Neighborhoods

MEETING DATE
February 22, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-503 Ordinance; Housing Revitalization Plan Documents

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill adopts the Housing Revitalization Plan to be used as a guideline for Strategy One of the Action Plans to help Address Declining Neighborhoods and amending the budget to fund this Action Plan.

BACKGROUND
Since the passage of Proposition Action which approved the use tax, city staff has been working to build and refine the Action Plans previously set forth. The Housing Revitalization Plan has been further developed and is included for your review. Under this program, an incentive is awarded to a builder/developer based upon the assessed value of the new home that is built. Requirements of the program include:

- The new home must replace an existing single-family home
- Home design must complement the existing neighborhood
- Incentive paid upon initial assessment by County Assessor

Acceptance of applications for this program will begin on April 1, 2022, with the review of the first group beginning on June 1, 2022. The first round will be limited to approval of five applications. This program is just one of the twelve Action Plans developed to help address declining neighborhoods and is intended to augment the other Action Plans by focusing on the tear down of dilapidated homes by a builder/developer and the subsequent rebuild of a new home.

This program aims to minimize the long-term negative impact of underperforming real estate, improve the housing supply, and strengthen the tax base to benefit the local taxing jurisdictions. The Proposition Action Committee reviewed and discussed the updated Action Plan at their February 2, 2022 meeting. This Action Plan is being funded through the fund balance of the general fund. As such, this ordinance includes a budget amendment for $1 million.

FUNDING SOURCE
This item includes a budget amendment to fund the Action Plan.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis to help improve and revitalize the community.

COUNCIL BILL NO. 2022-503 ORDINANCE NO.

AN ORDINANCE adopting the Housing Revitalization Plan to be used as a guideline for Strategy One of the Action Plans to help Address Declining Neighborhoods; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021; and, containing an emergency clause.

WHEREAS, the citizens of the City of Joplin passed the Use Tax in November of 2021 in support of the Action Plans to address the City Council's overall goals to improve and revitalize the community; and,

WHEREAS, the City Council appointed a Citizen's Committee to oversee the implementation of the Action Plans; and,

WHEREAS, the Housing Revitalization Action Plan set forth the funding source as the fund balance of the general fund; and,

WHEREAS, the City of Joplin, Missouri passed Ordinance 2021-149 on October 18, 2021, which estimated revenues and appropriated funds for the fiscal year 2021-2022; and,

WHEREAS, the Council of the City of Joplin desires to amend the budget to fund the Housing Revitalization Action Plan.

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

Section 1. That the City Council of Joplin supports and adopts the Housing Revitalization Plan to be used as a guideline for Strategy One of the Action Plans to help Address Declining Neighborhoods.

Section 2. That fiscal year 2021-2022 budgeted appropriations as adopted by Ordinance 2021-149 be amended by increasing appropriations by the total amount of One Million Dollars and No Cents ($1,000,000.00) for the Housing Revitalization Plan.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to advance the Action Plans to improve and revitalize the community and as such shall become effective immediately upon its passage.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Priority Area:
Address Declining Neighborhoods

Goal/Objective:
Revitalize housing options

Strategy 1- Housing Revitalization Plan:

Action Steps:

- Using a portion of the general fund reserve balance, create a new revitalization fund with an initial funding of $1.0m
- Incentivize the replacement of declining housing options at outlined by the following table:

MARKET VALUE		ASSESSED VALUE		AMOUNT OF INCENTIVE AVAILABLE
$ 274,999	$ 250,000	$ 52,249	$ 47,500	$ 40,000
$ 249,999	$ 225,000	$ 47,499	$ 42,750	$ 35,000
$ 224,999	$ 200,000	$ 42,749	$ 38,000	$ 30,000
$ 199,999	$ 175,000	$ 37,999	$ 33,250	$ 25,000
$ 174,999	$ 150,000	$ 33,249	$ 28,500	$ 20,000

a. Key Program Details:
   i. Must replace an existing single-family home
   ii. Home design must complement existing neighborhood aesthetics
   iii. Incentive will be paid once the new home receives initial assessment by the County. The amount of incentive available will be determined by the assessed value. (Assessed Value is determined by the County Assessor)
   iv. Homes utilizing this incentive will be prohibited from becoming rental property for a 10 year period.
   v. The program will end once initial funds have been depleted or, after 3 years, whichever occurs first.
   vi. The City will start taking applications on April 1, 2022. First review will begin on June 1, 2022. Approval will be limited to 5 applications during the first round (April-June).
      1. City staff will approve applications using the attached scoring calculation
      2. Approval will be limited to 1 application per builder, per round unless the number of qualified applicants is not met.

Resources Required:

1. Program Manager: 0.5 FTE (To be combined with JHAP Manager)
2. Administrative Support: 0.5 FTE ($25,000 to be combined with JHAP Manager)
3. Funding for one-time start-up costs (vehicles, office furniture, phones, etc.). ($2,000)
4. Funding for the incentive: $1.0m (general fund balance) TBD.

"The city could focus on infrastructure improvement, specifically empty houses and buildings. These degrade the whole quality of the community." – Listening Tour Respondent

Total Plan Cost:
Total Additional FTE: 1.0
One-Time Costs: $2,000
Staffing Annual Costs: $58,500
Program Annual Costs: $5,000

Desired Benefit/Outcome:

- Minimizes the long-term negative impact of underperforming real estate.
- Strengthens tax base to benefit local taxing jurisdictions.
- Improves housing supply
- Limits the amount of homes that could be controlled by predatory landlords.

Housing Revitalization Plan Application

Applicant Name: _____

Applicant Address: _____

_____

_____

Applicant Telephone: _____

Date of Application: _____

Applicant Email Address: _____

Amount of incentive requested: _____

Amount of Incentive:	Assessed Value:
$40,000	$52,249 - $47,500
$35,000	$47,499 - $42,750
$30,000	$42,749 - $38,000
$25,000	$37,999 - $33,250
$20,000	$33,249 - 28,500

House to be replaced:

Note: Following this application, please provide exterior and interior pictures of the house being replaced.

Does the Applicant currently own the house? Yes No

Note: Please provide proof of contractual ownership or deed

Year built: _____

Address of the house to be replaced: _____

Part of Home owners association? Yes No

Size of house to be replaced (sqft): _____

Is the house located in a historic or special district? Yes No

Lot size (sqft): _____

House to be built:

Note: Following this application, please provide floor plans, exterior renderings, and interior renderings.

Size of house to be built (sqft): _____

Anticipated completion date: _____

As part of the new construction, will the follwing be added/improved?

- Curb Yes No
- Storm drain Yes No
- Sidewalk Yes No
- Streetlight Yes No
- Driveway Yes No
- Fiber Optic Yes No
- Alley way Yes No
- Landscaping Yes No
- Other (please explain): _____

Staff Comments:

Housing Revitalization Scoring Evaluation

Applicant: _____ Date: _____

1. **Evaluate the condition of the existing home.** Homes more dilapidated will receive more points.
   - Scoring Factors to consider:
     - Would the existing home satisfy the "dangerous building definition"?
     - Are there other homes within the surrounding neighborhood that are in disrepair?
     - Does the surrounding area need reinvestment or is it within a neighborhood improvement zone?
     - Is the home currently vacant? If so, for how long?
     - Does the home have property maintenance code violations?
     - Does the home meet current building code or require "grandfathering" of older codes?

   (50 points possible) _____

2. **Evaluate the quality of the new home.** Homes with greater quality will receive more points.
   - Scoring Factors to consider:
     - Is the new home compatible within the surrounding neighborhood?
     - Would the new home improve neighborhood aesthetics?
     - Would the new home include improvements to curbs, storm drains, sidewalks, streetlights, driveways, fiber optic connectivity, alley way, or landscaping?
     - Would the home be constructed with high quality materials and finishings?

   (50 points possible) _____

Evaluator Initials: _____

Notes: _____

_____

_____

_____

_____

Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On _____, 20__ the Council of _____

_____ held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____ will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

_____	_____
Council Member	Council Member
_____	_____
Council Member	Council Member
_____	_____
Council Member	Council Member
_____	_____
Council Member	Council Member

_____

Mayor

Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2022 through September 30, 2023

(Application due by March 01, 2022)

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

Agency:	Joplin Police Dept.	**Agency ORI#:**	MO0490700
Address:	303 E. 3rd St.	**Federal Tax ID#:**	446000196
		DUNS #:	HRWZCYY8MWJ3

City: Joplin **State:** MO **Zip:** 64801-2316 **County:** Jasper

Phone: 417-623-3131 **Fax:** 417-623-4604

Contact: Sgt. Jared Delzell **Email:** jdelzell@joplinmo.org

Jurisdiction: Rural **Jurisdiction Population:** 54,000

Targeted Population: All Drivers

Project activity for which your agency is requesting funding:

Hazardous Moving Violation

Project Title: HMV - Overtime **Requested Amount:** $12,500.00

Brief Description: Hazardous Moving Violation enforcement

Sloan Rowland
Authorizing Official

Sloan A. Rowland
Authorizing Official Signature

Chief of Police
Authorizing Official Title

PROBLEM IDENTIFICATION

Speed and aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years (2015-2019), the combination of aggressive driving behaviors contributed to 53 percent of fatalities and 44 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Thirty-six percent of all Missouri fatalities over the last five years were speed related.

The Joplin Police Department investigated 5,255 traffic crashes in the city limits from 2018-2020. The City of Joplin includes city streets, several State Highways, and a section of IS 44. Of the 5,255 crashes, 944 resulted in a physical injury, and another 32 resulted in a fatality.

Of the 944 crashes that resulted in a injury or a fatality, 108 had excessive speed as a contributing factor. Additionally, in 2021 the Joplin Police Department issued 3,628 citations for hazardous moving violations. Citizen Surveys indicate that the number one concern of our populace are hazardous moving violations, including speed, improper lane use, and traffic signal violations.

The City of Joplin is incorporated in two separate counties, Jasper and Newton. According to the MSHP for the time period 2018 through 2020, Jasper County responded to 659 speed related crashes and ranked 18th in the state. Newton County worked 561 and ranked 20th in crashes where speed was a factor. Between the years 2017 and 2019 the Joplin Police Department worked 277 speed related crashes and was ranked 28th in the state.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on a goal of 0 fatalities by 2030, Missouri is projecting a five-year average target of 361.0 speed related fatalities by December 31, 2022.

It is the goal of the Joplin Police Department to deploy officers on overtime into high crash areas . Officers will contact drivers for various violations with an emphasis on hazardous moving violations, those violations that cause injuries and fatalities. Our focus it to evaluate problem locations and respond with enforcement and education.

PROJECT DESCRIPTION

.
Our goal is deploy officers on overtime into high crash areas. Officers will contact drivers for various violations with an emphasis on hazardous moving violations, Those violations that cause injuries and fatalities.

The Traffic Supervisors will compare crash rates to enforcement and create and direct resources to those area to respond to the crashes. They will also use previous data to deploy enforcement in areas projected to have crash volumes.

Officers will be highly visible in high crash and violation areas to prevent crashes. Social media will be used to inform the public of these efforts

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11 If YES, please explain.	

We have lost a number of officers in the past year. Due to that, we had to leave one of our DWI spots open for 6 months. We have recently hired a large class of officers that are expected to graduate training in late spring. We are on track to fill most of our positions, including the open DWI position.

12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	

Due to critical staffing, one of the two full time DWI unit positions was left open. We have hired a large class of officers who will be out on their own soon. HMV and DWI overtime saw fund balances due to COVID and staffing required to fill patrol shifts.

Like most agencies, our staffing numbers have seen a major fluctuation over the past three years.

15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17	If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	
	Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.	
18	Total number of DWI violations written by your agency.	402
19	Total number of speeding citations written by your agency.	426
20	Total number of HMV citations written by your agency.	3628
21	Total number of child safety/booster seat citations written by your agency.	16
22	Total number of safety belt citations written by your agency.	334
23	Total number of warnings issued.	12000
	Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.	
24	Total number of traffic crashes.	5254
25	Total number of traffic crashes resulting in a fatality.	30
26	Total number of traffic crashes resulting in a serious injury.	1270
27	Total number of speed-related traffic crashes.	277
28	Total number of speed-related traffic crashes resulting in a fatality.	6
29	Total number of speed-related traffic crashes resulting in a serious injury.	70
30	Total number of alcohol-related traffic crashes.	165
31	Total number of alcohol-related traffic crashes resulting in a fatality.	7
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	72
33	Total number of unbuckled fatalities.	21
34	Total number of unbuckled serious injuries.	29
	Enter your agency's information below.	
35	Total number of commissioned law enforcement officers.	110

36 Total number of commissioned patrol and traffic officers. 60

37 Total number of commissioned law enforcement officers available for overtime enforcement. 106

38 Total number of vehicles available for enforcement. 56

39 Total number of radars/lasers. 46

40 Total number of in-car video cameras. 45

41 Total number of PBTs. 36

42 Total number of Breath Instruments. 6

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

High crash areas include:
- Range Line Road from Zora to 44th
- 7th from Schifferdecker to Northpark Lane
- 20th from Country Club to Davis
- 32nd from Central City to Prigmor
- I-44 between mile markers 0.0 to 13.4
- I-49 between 32nd Street and Zora
- Main Street between Zora and 50th

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

Enforcement will take place 12 months a year, with extra enforcement on campaign dates.

46 Enter the days of the week in which enforcement will be conducted.

Enforcement will take place 7 days per week with a focus on high crash days and times. Traditionally, high crash days are Thursday-Saturday, however that sometimes changes throughout the year.

47 Enter the time of day in which enforcement will be conducted.

Primarily, enforcement will take place from 7am to 7pm, with slight deviation biased on problem areas and circumstances.

48 Enter the number of officers assigned during the enforcement period. 2

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

Request two LiDAR units for speed enforcement. These LiDAR units will be made available for patrol and HMV officers for speed enforcement.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
- Enforcement activities (planned activities compared with actual activities)
- Programs (number and success of programs held compared to planned programs, evaluations if available)
- Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
- Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
- Public awareness activities (media releases, promotion events, or education materials produced or purchased)
- Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis.

Evaluation results will be used to determine:
- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The agency will compare numbers from previous years of enforcement, and response to traffic crashes to identify problem areas. We will evaluate the enforcement to the data to evaluate the project success in lowering crashes.

Additionally, we will work with stakeholders to evaluate success in problem areas by lowering crashes, improving quality of life and input to improve workable methods.

ADDITIONAL FUNDING SOURCES

2020 Joplin SA report is attached. The 2021 version will be available sometime in May.

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Equipment							
	Radar	(LiDAR) Light Detection and Ranging unit.	2	$2,500.00	$5,000.00	$0.00	**$5,000.00**
					$5,000.00	**$0.00**	**$5,000.00**
Personnel							
	Overtime and Fringe	Officer Overtime, HMV Enforcement. About 150 hours.	1	$6,000.00	$6,000.00	$0.00	**$6,000.00**
					$6,000.00	**$0.00**	**$6,000.00**
Training							
	Professional Development	LETSAC	2	$750.00	$1,500.00	$0.00	**$1,500.00**
					$1,500.00	**$0.00**	**$1,500.00**
				Total Contract	**$12,500.00**	**$0.00**	**$12,500.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added
PDF	PDF Document	2020 Joplin SA Report - Final.pdf	01/26/2022

Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On _____, 20___ the Council of _____

_____ held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____ will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

_____	_____
Council Member	Council Member
_____	_____
Council Member	Council Member
_____	_____
Council Member	Council Member
_____	_____
Council Member	Council Member

_____

Mayor

Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2022 through September 30, 2023

(Application due by March 01, 2022)

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

Agency:	Joplin Police Dept.			**Agency ORI#:**	MO0490700
Address:	303 E. 3rd St.			**Federal Tax ID#:**	446000196
				DUNS #:	HRWZCYY8MWJ3
City:	Joplin	**State:**	MO	**Zip:**	64801-2316
Phone:	417-623-3131	**Fax:**	417-623-4604		
Contact:	Sgt. Jared Delzell	**Email:**	jdelzell@joplinmo.org		
Jurisdiction:	Rural	**Jurisdiction Population:**	54,000		

County: Jasper

Targeted Population: Impaired Drivers

Project activity for which your agency is requesting funding:

DWI Enforcement

Project Title: DWI Saturation

Requested Amount: $5,750.00

Brief Description: DWI Saturation / Youth Alcohol enf

Sloan Rowland
Authorizing Official

Authorizing Official Signature

Chief of Police
Authorizing Official Title

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 22.0 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 80.2 percent of substance-impaired driving fatalities. Nine percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver who often was an underage-impaired driver.

The Joplin Police Department investigated 5,255 traffic crashes from 2018-2020. This included crashes on city streets, several state highways, and IS 44. Of those crashes, 944 resulted in physical injury, and another 32 resulted in a fatality.

Of the 966 crashes resulting in injury or death, 64, or 6.6%, had drug / alcohol as a contributing factor. Alcohol was a contributing factor in 165 total traffic crashes in the City of Joplin between 2018-2020. Additionally, the City of Joplin also serves as a nighttime entertainment hub for the region, with a large concentration of bars, restaurants, and a large casino at the edge of the city limits, in Oklahoma.

The City of Joplin is incorporated in 2 different counties, Jasper and Newton. According to the MSHP, from 2018-2020, there were 270 alcohol involved crashes in Jasper County, ranking 10th in the state. There were 189 alcohol related crashes in Newton County, ranking 18th in the state. For the same period, the City of Joplin recorded 127 alcohol related crashes, ranking 14th in the state. In 2020, the City of Joplin recorded 58 alcohol related crashes.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on a goal of 0 fatalities by 2030, Missouri is projecting a five-year average target of 222.8 alcohol-impaired driving involved fatalities by December 31, 2022.

- Arrest Impaired Drivers
  - Educate the public on the danger of impaired driving.
  - Work closely with surrounding and state departments to ensure involvement in programs and meetings that aid safer and more sober roadways.
  - Work with community stakeholders, including bar owners, and public and private for hire transportation options to encourage sober driving.

- Detect and charge establishments selling alcohol to underage minors, to prevent intoxicated youth on roadways.

PROJECT DESCRIPTION

We will deploy officers to focus on impaired drivers. Our main goal is to arrest impaired drivers and prevent alcohol related crashes.

Officers will be assigned to work overtime on a monthly basis at times that data shows us impaired drivers are likely to be more frequent. Officers will participate in state and national drive sober campaigns. Officers will be highly visible while conducting traffic enforcement.

This funding will be used for enforcement of impaired driving. Officers may also use this funding to investigate and prosecute businesses or individuals that sell alcohol to persons under 21 who could end up driving vehicles on our roadways.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11 If YES, please explain.	

We have lost a number of officers in the past year. Due to that, we had to leave one of our DWI spots open for 6 months. We have recently hired a large class of officers that are expected to graduate training in late spring. We are on track to fill most of our positions, including the open DWI position.

12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	

Due to critical staffing, one of the two full time DWI unit positions was left open. We have hired a large class of officers who will be out on their own soon. HMV and DWI overtime saw fund balances due to COVID and staffing required to fill patrol shifts.

Like most agencies, our staffing numbers have seen a major fluctuation over the past three years.

15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17	If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	
	Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.	
18	Total number of DWI violations written by your agency.	402
19	Total number of speeding citations written by your agency.	426
20	Total number of HMV citations written by your agency.	3628
21	Total number of child safety/booster seat citations written by your agency.	16
22	Total number of safety belt citations written by your agency.	334
23	Total number of warnings issued.	12000
	Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.	
24	Total number of traffic crashes.	5254
25	Total number of traffic crashes resulting in a fatality.	30
26	Total number of traffic crashes resulting in a serious injury.	1270
27	Total number of speed-related traffic crashes.	277
28	Total number of speed-related traffic crashes resulting in a fatality.	6
29	Total number of speed-related traffic crashes resulting in a serious injury.	70
30	Total number of alcohol-related traffic crashes.	165
31	Total number of alcohol-related traffic crashes resulting in a fatality.	7
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	72
33	Total number of unbuckled fatalities.	21
34	Total number of unbuckled serious injuries.	29
	Enter your agency's information below.	
35	Total number of commissioned law enforcement officers.	110

36 Total number of commissioned patrol and traffic officers. 60

37 Total number of commissioned law enforcement officers available for overtime enforcement. 106

38 Total number of vehicles available for enforcement. 56

39 Total number of radars/lasers. 46

40 Total number of in-car video cameras. 35

41 Total number of PBTs. 36

42 Total number of Breath Instruments. 6

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

High crash areas include:
- Range Line Road from Zora to 44th
- 7th from Schifferdecker to Northpark Lane
- 20th from Country Club to Davis
- 32nd from Central City to Prigmor
- I-44 between mile markers 0.0 to 13.4
- I-49 between 32nd Street and Zora
- Main Street between Zora and 50th

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

Enforcement will take place 12 months a year, with extra enforcement on campaign dates.

46 Enter the days of the week in which enforcement will be conducted.

Enforcement will take place 7 days per week with a focus on high crash days and times. Traditionally, high crash days are Thursday-Saturday, however that sometimes changes throughout the year.

47 Enter the time of day in which enforcement will be conducted.

Primarily, enforcement will take place from 5:00 p.m. to 3:00 am

48 Enter the number of officers assigned during the enforcement period. 2

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

Mouthpieces and dry gas for breath instrument use and maintenance.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:

- Enforcement activities (planned activities compared with actual activities)
- Programs (number and success of programs held compared to planned programs, evaluations if available)
- Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
- Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
- Public awareness activities (media releases, promotion events, or education materials produced or purchased)
- Other (any other information or material that supports the Objectives)

7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis.

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The Joplin Police Department will comply will all of the above evaluation procedures. We will continue to evaluate our efforts by deploying the full time DWI unit into areas where alcohol related crashes occur as well as locations known through enforcement to have higher numbers of impaired driver arrests.

Additionally, we will monitor violations of serving to minors, MIP, and other alcohol service violations and conduct enforcement accordingly, as well as proactively.

ADDITIONAL FUNDING SOURCES

The 2020 Joplin SA Report is attached. The 2021 version will be available sometime in May.

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Equipment							
	BA Simulators	PBT, ASIV, Intox mouthpieces	1,200	$0.30	$360.00	$0.00	**$360.00**
	BA Simulators	Dry Gas	2	$195.00	$390.00	$0.00	**$390.00**
					$750.00	**$0.00**	**$750.00**
Personnel							
	Overtime and Fringe	Officer Overtime (about 125 hours)	5,000	$1.00	$5,000.00	$0.00	**$5,000.00**
					$5,000.00	**$0.00**	**$5,000.00**
				Total Contract	**$5,750.00**	**$0.00**	**$5,750.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added
PDF	PDF Document	2020 Joplin SA Report - Final.pdf	01/26/2022

Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On _____, 20__ the Council of _____

_____ held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____ will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

_____	_____
Council Member	Council Member
_____	_____
Council Member	Council Member
_____	_____
Council Member	Council Member
_____	_____
Council Member	Council Member

_____

Mayor

Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2022 through September 30, 2023

(Application due by March 01, 2022)

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

Agency:	Joplin Police Dept.					**Agency ORI#:**	MO0490700
Address:	303 E. 3rd St.					**Federal Tax ID#:**	446000196
						DUNS #:	HRWZCYY8MWJ3
City:	Joplin	**State:**	MO	**Zip:**	64801-2316	**County:**	Jasper
Phone:	417-623-3131	**Fax:**	417-623-4604				
Contact:	Sgt. Jared Delzell	**Email:**	jdelzell@joplinmo.org				
Jurisdiction:	Rural	**Jurisdiction Population:**	54,000				

Targeted Population: Impaired Drivers

Project activity for which your agency is requesting funding:

DWI Enforcement

Project Title: Dedicated Impaired Driving Enforcement **Requested Amount:** $75,000.00

Brief Description: Full time DWI unit

Sloan Rowland
Authorizing Official

Sloan A. Rowland
Authorizing Official Signature

Chief of Police
Authorizing Official Title

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 22.0 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 80.2 percent of substance-impaired driving fatalities. Nine percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver who often was an underage-impaired driver.

The Joplin Police Department investigated 5,255 traffic crashes from 2018-2020. This included crashes on city streets, several state highways, and IS 44. Of those crashes, 944 resulted in physical injury, and another 32 resulted in a fatality.

Of the 966 crashes resulting in injury or death, 64, or 6.6%, had drug / alcohol as a contributing factor. Alcohol was a contributing factor in 165 total traffic crashes in the City of Joplin between 2018-2020. Additionally, the City of Joplin also serves as a nighttime entertainment hub for the region, with a large concentration of bars, restaurants, and a large casino at the edge of the city limits, in Oklahoma.

The City of Joplin is incorporated in 2 different counties, Jasper and Newton. According to the MSHP, from 2018-2020, there were 270 alcohol involved crashes in Jasper County, ranking 10th in the state. There were 189 alcohol related crashes in Newton County, ranking 18th in the state. For the same period, the City of Joplin recorded 127 alcohol related crashes, ranking 14th in the state. In 2020, the City of Joplin recorded 58 alcohol related crashes.

GOALS/OBJECTIVES

Core Performance Measure Goals

1. Based on a goal of 0 fatalities by 2030, Missouri is projecting a five-year average target of 222.8 alcohol-impaired driving involved fatalities by December 31, 2022.

- Arrest Impaired Drivers
  - Educate the public on the danger of impaired driving.
  - Work closely with surrounding and state departments to ensure involvement in programs and meetings that aid safer and more sober roadways.
  - Work with community stakeholders, including bar owners, and public and private for hire transportation options to encourage sober driving.

PROJECT DESCRIPTION

Two Full time officers assigned to the traffic unit will primarily cover 7 days per week focusing on stopping, arresting and charging drivers who are impaired by drugs and alcohol. These officers will work four 10-hour shifts. The primary rotation will be one working weekends and one working week nights with one overlap day to be either Thursday or Friday , depending on a constantly evaluated need. Occasional adjustment may be needed for campaigns or other DWI activities. Officers will primarily work between the hours of 1:00pm and 3:00am as needed for enforcement.

These Officers will stay up to date on changing campaigns and laws regarding impaired driving and will teach other officer 's better ways to detect and process impairment for a court conviction. They will reach out to the community and provide innovative ways to educate the public about the dangers of drunk or drugged driving.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11 If YES, please explain.	

We have lost a number of officers in the past year. Due to that, we had to leave one of our DWI spots open for 6 months. We have recently hired a large class of officers that are expected to graduate training in late spring. We are on track to fill most of our positions, including the open DWI position.

12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	

Due to critical staffing, one of the two full time DWI unit positions was left open. We have hired a large class of officers who will be out on their own soon. HMV and DWI overtime saw fund balances due to COVID and staffing required to fill patrol shifts.

Like most agencies, our staffing numbers have seen a major fluctuation over the past three years.

15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No

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21	Total number of child safety/booster seat citations written by your agency.	16
22	Total number of safety belt citations written by your agency.	334
23	Total number of warnings issued.	12000
	Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.	
24	Total number of traffic crashes.	5254
25	Total number of traffic crashes resulting in a fatality.	30
26	Total number of traffic crashes resulting in a serious injury.	1270
27	Total number of speed-related traffic crashes.	277
28	Total number of speed-related traffic crashes resulting in a fatality.	6
29	Total number of speed-related traffic crashes resulting in a serious injury.	70
30	Total number of alcohol-related traffic crashes.	165
31	Total number of alcohol-related traffic crashes resulting in a fatality.	7
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	72
33	Total number of unbuckled fatalities.	21
34	Total number of unbuckled serious injuries.	29
	Enter your agency's information below.	
35	Total number of commissioned law enforcement officers.	110

36 Total number of commissioned patrol and traffic officers. 60

37 Total number of commissioned law enforcement officers available for overtime enforcement. 106

38 Total number of vehicles available for enforcement. 56

39 Total number of radars/lasers. 46

40 Total number of in-car video cameras. 45

41 Total number of PBTs. 36

42 Total number of Breath Instruments. 6

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

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High crash areas include:
- Range Line Road from Zora to 44th
- 7th from Schifferdecker to Northpark Lane
- 20th from Country Club to Davis
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- I-44 between mile markers 0.0 to 13.4
- I-49 between 32nd Street and Zora
- Main Street between Zora and 50th

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45 Enter the months in which enforcement will be conducted.

Enforcement will take place 12 months a year, with extra enforcement on campaign dates.

46 Enter the days of the week in which enforcement will be conducted.

Enforcement will take place 7 days per week with a focus on high crash days and times. Traditionally, high crash days are Thursday-Saturday, however that sometimes changes throughout the year.

47 Enter the time of day in which enforcement will be conducted.

Primarily, enforcement will take place from 5:00 p.m. to 3:00 am

48 Enter the number of officers assigned during the enforcement period. 2

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
- Enforcement activities (planned activities compared with actual activities)
- Programs (number and success of programs held compared to planned programs, evaluations if available)
- Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
- Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
- Public awareness activities (media releases, promotion events, or education materials produced or purchased)
- Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis.

Evaluation results will be used to determine:
- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The Joplin Police Department will comply will all of the above evaluation procedures. We will continue to evaluate our efforts by deploying the full time DWI unit into areas where alcohol related crashes occur as well as locations known through enforcement to have higher numbers of impaired driver arrests.

ADDITIONAL FUNDING SOURCES

The 2020 Joplin SA Report is attached. The 2021 version will be available sometime in May.

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Salary and Fringe	2 Dedicated Impaired Driving Officers salary and fringe	2	$67,000.00	$134,000.00	$67,000.00	**$67,000.00**
	Overtime and Fringe	DWI full time unit overtime and fringe	1	$16,000.00	$16,000.00	$8,000.00	**$8,000.00**
					$150,000.00	**$75,000.00**	**$75,000.00**
				Total Contract	**$150,000.00**	**$75,000.00**	**$75,000.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added
PDF	PDF Document	2020 Joplin SA Report - Final.pdf	01/26/2022

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-602– Annual approval of MODOT Grants (3).

MEETING DATE
February 22, 2022

ORIGINATING DEPT
Police Department

ATTACHMENTS
Council Bill 2022-602, MODOT grant paperwork for City Council Signature for **1.** DWI Officers **2.** DWI Enforcement Overtime **3.** Hazardous Moving Violation Enforcement Overtime.

REVIEWED BY
Dept. Head: Police Chief Sloan Rowland; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves grant funding from MODOT for 50% of salaries, fringe benefits and overtime costs for two full time DWI officers in the amount of $75,000; overtime costs and fringe benefit costs for Hazardous Moving Violation Enforcement in the amount of $12,500; and overtime costs and fringe benefit costs for DWI Enforcement details and Youth Alcohol Enforcement details in the amount of $5750.

BACKGROUND
The Joplin Police Department's DWI Unit consistently leads the State in DWI arrests when compared to other DWI units that are funded under the same grant. Currently we have one of these positions unfilled due to staffing levels but hope to fill that open position this year. The second grant will be utilized to cover overtime costs and fringe benefits for Hazardous Moving Violation details. These details are used to focus enforcement efforts on Hazardous Moving Violations that occur within the city limits of Joplin. The efforts are focused in high crash areas and they have been instrumental in keeping our crash numbers down each year. We have realized a 2.5% reduction in crashes from 2020 to 2021. The third grant will be utilized to cover overtime costs and fringe benefits for DWI enforcement details. .

FUNDING SOURCE
The grant is included in the 2022 general fund budget.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

COUNCIL BILL NO. 2022-602 ORDINANCE NO.

AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing generally with the Full Time DWI Unit, Hazardous Moving Violations Enforcement, and DWI Enforcement in the amount of Ninety-Three Thousand, Two Hundred and Fifty Dollars ($93.250.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, The City of Joplin has received three grants in the amount of $93.250 from the Missouri Department of Transportation;

WHEREAS, This agreement allows for the acceptance of the award and for the expenditure of the grant money;

WHEREAS, This allows for the enforcement of DWI laws as well as training and equipment to further our effort in reducing DWI crashes as well as reducing crashes involving Hazardous Moving Violations.

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

Section 1. That the Contract for Grant Funding by and between the City of Joplin and the Missouri Department of Transportation, in a total amount of Ninety-Three Thousand, Two Hundred and Fifty Dollars ($93.250.00), providing for the funding of 50% of the salary and fringe, and the overtime and fringe of two police officer positions, HMV Overtime to include fringe benefits, and DWI Enforcement Patrols Overtime to include fringe benefits, a true and accurate copy of the same being attached hereto as in Exhibit, be and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the preservation of public property and safety, and as such, is considered an emergency and shall take effect immediately upon passage. Specifically, DWI training and enforcement enhances public safety.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____,

2022, by a _____ vote.

_____
Ryan Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Police Department Budget, Account Nos. 510-5590-510-1010, 1020, 1605-1650, 2050, 6005-6010, and 8210 to pay the contract amount.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-105 – authorizing the acceptance of a work authorization by and between the City of Joplin and Allgeier, Martin and Associates Inc. for engineering consulting services for the Turkey Creek Wastewater Treatment Facility (WWTF) Screw Pumps and Equipment Building.

MEETING DATE
February 22, 2022

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2022-105 Ordinance; Agreement and Work Authorization

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

SUMMARY
This Council Bill is a work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc., for engineering consulting services not to exceed the amount of Two Hundred Fifty-Five Thousand and no/100 Dollars ($255,000.00) for Turkey Creek WWTF Screw Pumps and Equipment Building.

BACKGROUND
During the Budget process last year, city staff identified items that needed to be replaced. There are five intermediate screw pumps, this bill provides for replacing two of them. These screw pumps return activated sludge to the Oxidation ditches. These pumps were first emplaced in 1987. There has been some rehabilitation work during the past several years on these pumps, but they need to be replaced. Staff plans on replacing these two this year and the next three the following year.

Additionally, the second part of this project is to emplace an equipment building to help house certain equipment and vehicles to extend their life cycle to have additional equipment on hand in case of failure.

Allgeier Martin and Associates was selected as an on-call Engineering firm for Sanitary sewer.

FUNDING SOURCE
Wastewater

RECOMMENDATION
Staff recommends approval of this Council Bill on 1st Reading.

COUNCIL BILL NO. 2022-105 **ORDINANCE NO.**

AN ORDINANCE Authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services not to exceed the amount of Two Hundred Fifty-Five Thousand and no/100 Dollars ($255,000.00) for the Turkey Creek Wastewater Treatment Facility (WWTF) Screw Pumps and Equipment Building, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

.

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

Section 1. That the agreement by and between the City of Joplin and Allgeier Martin and Associates Inc. for engineering consulting services not to exceed the amount of Two Hundred Fifty-Five Thousand and no/100 Dollars ($255,000.00) for the Turkey Creek WWTF Screw Pumps and Equipment Building; a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached work authorization, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Sanitary Sewer fund.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2022-105

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for on the basis of the negotiated fee.

_____

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 Assistant Director of Public Works for Operations		Attention: Chris Erisman, P.E. First Vice President	
Department: Public Works		Phone: 417-680-7200	Fax:
Phone: 417-624-0820 x 584	Fax: 417-625-4738	Project: Turkey Creek WWTF Screw Pumps and Equipment Bldg.	

WORK AUTHORIZATION NUMBER AMA-OC-022-002
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-022-002 exceed the sum of Two Hundred Fifty Five Thousand and 00/100 Dollars ($255,000).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of

the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

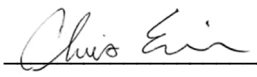
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: 

Printed Name: Chris Erisman, P.E.

Title: _____

Date: 01/14/2022

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-022-002 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 Turkey Creek WWTF Screw Pumps and Equipment Bldg.)

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 engineering services.

1.1.2 Coordinate the planning, design and construction of the improvements project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Replacement of open flight screw pumps at the intermediate pumping structure and the addition of an equipment building onsite.

1.1.3.2 Design of improvements for integration at the existing facilities.

1.1.3.3 Bidding and Construction Phase Engineering for installation of the improvements at the existing facilities.

1.1.3.4 Resident Construction Representation Phase services for the completion of the improvements. Services will be provided part time with an estimated construction duration of 9 months.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternates, and costs.

1.2.2 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Conduct research and investigation into existing utilities and facilities located within project boundary.

1.2.4 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.5 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.6 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.7 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.8 Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.9 Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.3.5 Schedule and assist with a project pre-construction conference.

1.3.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.7 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.8 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the

moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.10 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.9.

1.3.11 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.12 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; however, nothing contained in paragraph 1.3.1 through 1.3.11, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, 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.

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said 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.

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

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

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

1.4.2.3 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.

1.4.2.4 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.

1.4.2.5 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.

1.4.2.6 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.

1.4.2.7 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.

1.4.2.8 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.

1.4.2.9 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.

1.4.2.10 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.

1.4.2.11 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.

1.4.2.12 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.

1.4.3 Limitations of Authority. Resident project representative:

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

1.4.3.2 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.

1.4.3.3 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.

1.4.3.4 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.

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

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

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

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

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Following receipt of the Notice to Proceed:
Within 6 months design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER.
After OWNER approves design plans, contract documents, and specifications:
Anticipate 3 months to advertise, bid, award, and have fully executed contract documents.
Anticipate 9 months for construction of proposed improvements.

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

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2022-2024"; with a total compensation ceiling of $255,000 as set forth in Work Authorization Number AMA–OC-022-002 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
Standard Project Engineering Services	
Survey	$7,000
Planning and Design Phase Engineering Services	$113,000
Bidding and Construction Phase Engineering Services	$59,000
Resident Project Representation Services	$76,000
Total Estimated Maximum Fee – All Services	$255,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2022, 2023 and 2024

LABOR RATES

	Hourly Billing Rate		
Classification	01/01/2022 thru 12/31/2022	01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024
Principal/Engineer VI	$270	$279	$289
Principal/Engineer V	$240	$248	$257
Principal/Engineer IV	$217	$225	$233
Principal/Engineer III	$200	$207	$215
Project Manager/Engineer II	$178	$184	$190
Project Manager/Engineer I	$162	$167	$173
Technician III/GIS Specialist	$147	$152	$157
Technician III	$124	$129	$133
Technician II	$111	$115	$119
Technician I	$105	$109	$112
Two-Man GPS Survey Crew	$206	$213	$220
One-Man GPS Survey Crew	$162	$167	$173
Three-Man Survey Crew	$224	$232	$240
Two-Man Survey Crew	$178	$184	$190
Registered Land Surveyor II	$190	$196	$203
Registered Land Surveyor I	$167	$173	$179
Survey Crew Member	$85	$88	$91
Right of Way Specialist	$130	$134	$139
Project Representative III	$124	$129	$133
Project Representative II	$111	$115	$119
Project Representative I	$103	$106	$110
Secretary/Assistant	$85	$88	$91
Print Specialist	$85	$88	$91

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

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NON-LABOR RATES

Item	Rate
Travel	$0.57 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%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

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. Chris Parker, P.E. Sanitary Sewer Engineer		Attention: Mr. Chris Parker, P.E. Sanitary Sewer Engineer	
Department: Public Works		Department: Public Works	Phone: 417-680-7200
Phone: 417-624-0820, ex 584	Phone: 417-624-0820, ex 584	**2022 ON-CALL CONSULTANT-Allgeier Martin**	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this 13th day of January, 2022, by the parties identified above.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

6. Termination of Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

Dan Johnson

Assistant Director of Public Works

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: Chris Erisman

Printed Name: Chris Erisman

Title: First Vice President

Date: January 13, 2022

CITY OF JOPLIN, MISSOURI

By: David K Hertzberg

David Hertzberg, P.E.
Public Works Director

Date: 1/24/2022

CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM
Council Bill 2022-106 – authorizing the acceptance of a work authorization by and between the City of Joplin and Allgeier, Martin and Associates Inc. for engineering consulting services for Shoal Creek Wastewater Treatment Facility (WWTF) Centrifuge and Boiler.

MEETING DATE
February 22, 2022

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2020-106 Ordinance; Agreement and Work Authorization

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

SUMMARY
This Council Bill is a work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc., for engineering consulting services not to exceed the amount of Two Hundred Ninety-Three Thousand and no/100 Dollars ($293,000.00) for Shoal Creek WWTF Centrifuge and Boiler.

BACKGROUND
During the budget process, staff decided to replace the boiler at Shoal Creek because it is 30 years old and is outdated. Staff has provided maintenance on this boiler for the past several years and switched out tubing and Morrison plate (separates water from firing tubes). However, the boiler should be replaced as it is not functioning to full performance.

Staff has toured some plants which use the Centrifuge and this would perform the sludge drying stage more efficient than the belt thickener that is currently being used now at Shoal Creek. This will make it easier for crews to remove dry sludge and place it into the drying beds.

Allgeier Martin and Associates was chosen from the On-call Engineering list.

FUNDING SOURCE
Wastewater

RECOMMENDATION
Staff recommends approval of this Council Bill on 1st Reading.

COUNCIL BILL NO. 2020-106 **ORDINANCE NO.**

AN ORDINANCE Authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services not to exceed the amount of Two Hundred Ninety Three Thousand and no/100 Dollars ($293,000.00) for Shoal Creek Wastewater Treatment Facility (WWTF) Centrifuge and Boiler, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

.

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

Section 1. That the agreement by and between the City of Joplin and Allgeier Martin and Associates Inc. for engineering consulting services not to exceed the amount of Two Hundred Ninety-Three Thousand and no/100 Dollars ($293,000.00) for Shoal Creek WWTF Centrifuge and Boiler; a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached work authorization, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Sanitary Sewer fund.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2022-106

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for on the basis of the negotiated fee.

_____

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 Assistant Director of Public Works for Operations		Attention: Chris Erisman, P.E. First Vice President	
Department: Public Works		Phone: 417-680-7200	Fax:
Phone: 417-624-0820 x 584	Fax: 417-625-4738	Project: Shoal Creek WWTF Centrifuge and Boiler	

WORK AUTHORIZATION NUMBER AMA-OC-022-001
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-022-001 exceed the sum of Two Hundred Ninety Three Thousand and 00/100 Dollars ($293,000).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of

the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

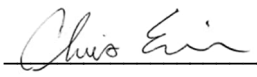
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: 

Printed Name: Chris Erisman, P.E.

Title: _____

Date: 01/14/2022

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-022-001 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 Shoal Creek WWTF Centrifuge and Boiler)

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 engineering services.

1.1.2 Coordinate the planning, design and construction of the improvements project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Addition of a centrifuge for dewatering sludge at the sludge handling building and replacing the existing boiler at the anerobic digester complex.

1.1.3.2 Design of improvements for integration at the existing facilities.

1.1.3.3 Bidding and Construction Phase Engineering for installation of the improvements at the existing facilities.

1.1.3.4 Resident Construction Representation Phase services for the completion of the improvements. Services will be provided part time with an estimated construction duration of 9 months.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternates, and costs.

1.2.2 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Conduct research and investigation into existing utilities and facilities located within project boundary.

1.2.4 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.5 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.6 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.7 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.8 Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.9 Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.3.5 Schedule and assist with a project pre-construction conference.

1.3.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.7 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.8 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the

moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.10 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.9.

1.3.11 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.12 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; however, nothing contained in paragraph 1.3.1 through 1.3.11, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, 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.

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said 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.

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

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

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

1.4.2.3 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.

1.4.2.4 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.

1.4.2.5 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.

1.4.2.6 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.

1.4.2.7 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.

1.4.2.8 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.

1.4.2.9 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.

1.4.2.10 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.

1.4.2.11 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.

1.4.2.12 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.

1.4.3 Limitations of Authority. Resident project representative:

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

1.4.3.2 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.

1.4.3.3 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.

1.4.3.4 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.

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

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

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

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

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Following receipt of the Notice to Proceed:
Within 6 months design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER.
After OWNER approves design plans, contract documents, and specifications:
Anticipate 3 months to advertise, bid, award, and have fully executed contract documents.
Anticipate 9 months for construction of proposed improvements.

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

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2022-2024"; with a total compensation ceiling of $293,000 as set forth in Work Authorization Number AMA–OC-022-001 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
Standard Project Engineering Services	
Survey	$8,000
Planning and Design Phase Engineering Services	$103,000
Bidding and Construction Phase Engineering Services	$60,000
Resident Project Representation Services	$122,000
Total Estimated Maximum Fee – All Services	$293,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2022, 2023 and 2024

LABOR RATES

	Hourly Billing Rate		
Classification	01/01/2022 thru 12/31/2022	01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024
Principal/Engineer VI	$270	$279	$289
Principal/Engineer V	$240	$248	$257
Principal/Engineer IV	$217	$225	$233
Principal/Engineer III	$200	$207	$215
Project Manager/Engineer II	$178	$184	$190
Project Manager/Engineer I	$162	$167	$173
Technician III/GIS Specialist	$147	$152	$157
Technician III	$124	$129	$133
Technician II	$111	$115	$119
Technician I	$105	$109	$112
Two-Man GPS Survey Crew	$206	$213	$220
One-Man GPS Survey Crew	$162	$167	$173
Three-Man Survey Crew	$224	$232	$240
Two-Man Survey Crew	$178	$184	$190
Registered Land Surveyor II	$190	$196	$203
Registered Land Surveyor I	$167	$173	$179
Survey Crew Member	$85	$88	$91
Right of Way Specialist	$130	$134	$139
Project Representative III	$124	$129	$133
Project Representative II	$111	$115	$119
Project Representative I	$103	$106	$110
Secretary/Assistant	$85	$88	$91
Print Specialist	$85	$88	$91

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

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NON-LABOR RATES

Item	Rate
Travel	$0.57 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%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

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. Chris Parker, P.E. Sanitary Sewer Engineer		Attention: Mr. Chris Parker, P.E. Sanitary Sewer Engineer	
Department: Public Works		Department: Public Works	Phone: 417-680-7200
Phone: 417-624-0820, ex 584	Phone: 417-624-0820, ex 584	**2022 ON-CALL CONSULTANT-Allgeier Martin**	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this 13th day of January, 2022, by the parties identified above.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

6. Termination of Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

Dan Johnson

Assistant Director of Public Works

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: Chris Erisman

Printed Name: Chris Erisman

Title: First Vice President

Date: January 13, 2022

CITY OF JOPLIN, MISSOURI

By: David K Hertzberg

David Hertzberg, P.E.
Public Works Director

Date: 1/24/2022

COUNCIL BILL NO. 2022-109 ORDINANCE NO

AN ORDINANCE approving a Work Authorization AMA-OC-22-007 with Allgeier, Martin and Associates in the not to exceed amount of One Hundred Thirty Thousand and 00/100 dollars ($130,000.00) for professional engineering consulting services for engineering design services associated with the Tin Cup Trail bridge design; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Work Authorization AMA-OC-22-007 with Allgeier, Martin and Associates in the not to exceed amount of One Hundred Thirty Thousand and 00/100 dollars ($130,000.00) for professional engineering consulting services for engineering design services associated with the Tin Cup Trail bridge design, a true and accurate copy of said work authorization being attached hereto and incorporated herein, be, and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached work authorization, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Parks and Stormwater Sales Tax fund.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2022-109

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-109 – approving a Work Authorization AMA-OC-22-007 with Allgeier, Martin and Associates for professional engineering consulting services for the engineering design services associated with the Tin Cup Trail bridge design.

MEETING DATE
February 22, 2022

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Council Bill 2022-109, Work Authorization

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve a work authorization with Allgeier, Martin and Associates in the not to exceed amount of One Hundred Thirty Thousand and 00/100 dollars ($130,000.00) for professional engineering consulting services for design services associated with the Tin Cup Trail bridge design.

BACKGROUND
The Parks and Stormwater Sales Tax was approved by voters in 2011. One of the items listed on the projects to be funded by the tax was the Tin Cup Trail. The Tin Cup Trail will provide over a mile of new trail along Tin Cup Creek, connecting the St. Johns Trail and the trails in McIndoe Park together. As part of the trail project, a pedestrian/bike bridge is to be constructed that will allow the south parking lot of the Joplin Family Y to be directly connected to the trail as a trailhead. Tin Cup Creek is a mapped stream; therefore, the bridge must remain outside of the floodway or meet certain criteria set by the Army Corps of Engineers.

City staff selected Allgeier, Martin and Associates from the City's list of on call consultants, for professional engineering consulting services for the design services associated with the Tin Cup Trail bridge design. The scope includes the design of the bridge and any supplemental stormwater calculations that may be required for permitting from the Corps. Allgeier, Martin and Associates will develop and design preliminary and final construction plans for the improvement. City staff reviewed the fees submitted by Allgeier, Martin and Associates for the engineering consulting services and found them to be within industry standards.

FUNDING SOURCE
These payments are included in the FY 2021-22 budget of the Parks and Stormwater Sales Tax.

RECOMMENDATION
Staff recommends approval of this bill on first reading.

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. Dan Johnson, P.E. Assistant Director of Public Works		Attention: Michael Atkinson, P.E. Vice President	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 538	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER AMA-OC-22-007
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-22-007 exceed the sum of One Hundred Thirty Thousand and no/100 Dollars ($130,000).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier Martin and Associates, Inc.

By: 

Printed Name: Michael Atkinson, P.E.

Title: Vice President

Date: February 15, 2022

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-22-007 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Design Services Associated with the Tin Cup Trail Bridge Design)

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 and design services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning and design of the sanitary sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 The planning phase will consist of considerations and the selection of a pedestrian bridge to be installed over a tributary to Shoal Creek generally located near the south parking lot of the YMCA. Planning efforts will include working with City Staff to determine a location and type of pedestrian bridge that is desired by the City. For the purposes of this agreement, it is contemplated that the selected bridge will be a pre-engineered and manufactured structure.

1.1.3.2 Design of foundations, erosion control, geotechnical investigation and environmental permitting including Corps of Engineers and Floodplain Development Permit. In consideration of floodplain regulations, it is contemplated that the proposed structured will be constructed in the floodplain but will span the defined floodway.

1.1.3.3 Provide bidding and solicitation services from qualified bridge suppliers and contractors, including evaluation of bids.

1.1.3.4 Legal Descriptions and Exhibits: Prepare right of way exhibits, deeds and legal descriptions, if needed, for land required to construct fill for bridge approaches.

1.1.3.5 Preliminary data collected from pre-engineered pedestrian structures including foundations, earthwork and erosion control suggests an estimated construction cost of $320,000.

1.2 Design Phase.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, lighting fixtures and costs.

1.2.2 Conduct research and investigation into existing utilities located within the project boundaries.

1.2.3 Conduct hydrologic and hydraulic analysis to determine the length and height of the structure. It is understood that the location of the bridge is in a floodplain/floodway hazard area. Engineer will endeavor to evaluate and update available hydraulic models provided by FEMA for bridge design purposes. The fees provide for a complete hydraulic analysis is for one geometric alignment. If additional geometric alignments are requested for consideration, then engineer will remodel additional alignments for an additional cost for each evaluation as noted herein. The fees are based upon alignments that will either span the entire floodway or produce a "NO-Rise" condition. The costs associated for a LOMR are not included in the fee for this project and can be provided if requested.

1.2.4 Prepare preliminary design documents consisting of final design criteria and preliminary drawings and review same with OWNER.

1.2.5 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.6 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the final drawings and specifications to show the character and extent of the Project.

1.2.7 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.8 Assist in the evaluation of lighting facilities and considerations for lighting expansion.

1.2.9 Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Preparation of the 60% design shall be completed and submitted to OWNER 3 months after the receipt of the Notice to Proceed.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2021-2023"; with a total compensation ceiling of $130,000, as set forth in Work Authorization Number AMA–OC-22-007 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
Planning Phase Services (Paragraphs 1.1.3.1)	$21,240
Standard Project Engineering Services Design Phase and Geotechnical Engineering Services (Paragraphs 1.2.1 and 1.2.9)	$98,900

Bidding Phase Engineering Services (Paragraphs 1.3.1 and 1.3.4)	$9,860
Total Estimated Maximum Fee – All Services	**$130,000**
(Additional Services for Hydraulic Modeling of Each Alignment)	$5000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2022, 2023 and 2024

LABOR RATES

	Hourly Billing Rate		
Classification	01/01/2022 thru 12/31/2022	01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024
Principal/Engineer VI	$270	$279	$289
Principal/Engineer V	$240	$248	$257
Principal/Engineer IV	$217	$225	$233
Principal/Engineer III	$200	$207	$215
Project Manager/Engineer II	$178	$184	$190
Project Manager/Engineer I	$162	$167	$173
Technician III/GIS Specialist	$147	$152	$157
Technician III	$124	$129	$133
Technician II	$111	$115	$119
Technician I	$105	$109	$112
Two-Man GPS Survey Crew	$206	$213	$220
One-Man GPS Survey Crew	$162	$167	$173
Three-Man Survey Crew	$224	$232	$240
Two-Man Survey Crew	$178	$184	$190
Registered Land Surveyor II	$190	$196	$203
Registered Land Surveyor I	$167	$173	$179
Survey Crew Member	$85	$88	$91
Right of Way Specialist	$130	$134	$139
Project Representative III	$124	$129	$133
Project Representative II	$111	$115	$119
Project Representative I	$103	$106	$110
Secretary/Assistant	$85	$88	$91
Print Specialist	$85	$88	$91

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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NON-LABOR RATES

Item	Rate
Travel	$0.57 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%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2