COUNCIL AGENDA
March 2, 2015
6:00 P.M., Council Chambers

1. **Call To Order**
   Invocation
   Pledge of Allegiance

2. **Roll Call**

3. **Presentations**

   1. Proclamation Designating March 3, 2015 As Read Across America In Honor Of Dr. Seuss

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Request To Address Council
      Rebekah Oehring, 1809 Connor, Clinical Director, Lafayette House, requests to address council regarding the proposed Municipal domestic violence ordinance.

7. **Public Hearings**

8. **Consent Agenda**

9. **Resolutions**

10. **Ordinances - Emergency**

    1. Council Bill No. 2015-002
       An Ordinance amending Chapter 82, Offenses and Miscellaneous Provisions, Article III, Offenses Against Public Peace, and enacting a new Section 82-82, Domestic Assault., of the Joplin City Code; and, containing an emergency clause.

       Documents: CB2015-002 - SUMMARY SHEET.PDF, CB2015-002 - COUNCIL BILL.PDF

    2. COUNCIL BILL NO. 2015-114
       AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements described as Part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, for the construction of storm water improvements near 29th and Arizona Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

       Documents: GS 2015 114 ALSHATHIR.PDF, CB 2015 114.PDF, COUNCIL_BILL_2015-114.PDF

    3. COUNCIL BILL NO. 2015-115
       AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements described as Part of the Southeast Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, for the construction of storm water improvements near 29th and Arizona Avenue, directing the City Attorney to commence an action to obtain said property;

directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

Documents: CB 2015 115.PDF, GS 2015 115 ARIZONA PROPERTY LLC.PDF, COUNCIL_BILL_2015-115.PDF

4. COUNCIL BILL NO 2015-116
AN ORDINANCE approving a contract with Emery Sapp & Sons in the amount of Seven Hundred Forty Eight Thousand Eight Hundred Twenty Seven and 57/100 Dollars ($748,827.57) for the 32nd Street & Arizona Avenue Regional Detention Basin project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

Documents: LOCATION-MAP_CB-2013-340.PDF, SUMMARY SHEET CB 2015-116 ARIZONA.PDF, BID TAB FORM.PDF, CB 2015-116 ARIZONA.PDF

5. COUNCIL BILL NO 2015-117
AN ORDINANCE approving an agreement for Allgeier, Martin & Associates for Sixty Eight Thousand and no/100 Dollars ($68,000.00) for Consultant Services for the Storm Sewer System Repairs in the non-CDBG-DR-eligible area of the recovery zone project and containing an emergency clause.

Documents: SCANNED AMA-GSTA02-3A.PDF, CB - 2015-117 STORM SEWER-REPAIRS-GREENAREA.PDF, SUMMARY SHEET CB 2015- 117GSTA02-3A.PDF

6. COUNCIL BILL NO 2015-118
AN ORDINANCE approving an agreement for Allgeier, Martin & Associates for One Hundred Seven Thousand Eight Hundred and no/100 Dollars ($107,800.00) for Consultant Services for the 15th & Highview Drainage System Repair and Replace project and containing an emergency clause.

Documents: SUMMARY SHEET CB 2015-GSTA05-2A.PDF, SCANNED AMA-GSTA05-2A.PDF, CB 2015 118 15TH HIGHVIEW DRAINAGE.PDF

11. **Ordinances - First Reading**

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

13. **Unfinished Business**

14. **New Business**

1. APPOINTMENTS TO BOARDS AND COMMISSIONS

2. NEWS FROM THE PIO

3. CLOSED SESSION
Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2014. 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.

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

Sound enhancement units are available for hearing impaired customers who provide a

form of identification as security, which will be returned to the customer upon the return of the unit.

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

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

City of Joplin City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE:** March 2, 2015
**ITEM:** Council Bill No. 2015-002 amending Chapter 82, Offenses and Miscellaneous Provisions, Article III, of the Joplin City Code, by enacting a new section, Sec. 82-82, Domestic Assault., of the Joplin City Code.

**ORIGINATING DEPARTMENT:** Legal Department.
**ATTACHMENTS:** Council Bill No. 2015-002.

| | | |
|---|---|---|
| **DEPARTMENT HEAD:** | Peter C. Edwards | **DATE:** |
| **CITY MANAGER:** | Sam Anselm | **DATE:** |
| **POLICE DEPARTMENT:** | Jason Burns | **DATE:** |
| **MUNICIPAL COURT:** | Lamonte Ratcliff | **DATE:** |

**INTRODUCTION:**

This Council Bill amends Chapter 82 of the Joplin City Code by enacting a new section, Section 82-82, to add domestic assault as a specific violation of the Code.

**DISCUSSION:**

Currently, citations for domestic assault are issued under the City's assault ordinance. The City's Code of Ordinances does not differentiate between assault and domestic violence. By enacting an ordinance specific to domestic violence, the law and records thereof will be easier to understand and enforce, and will be more consistent with the Revised Statutes of the State of Missouri. The new Section 82-82 is modeled after RSMo., §565.074, the Missouri statute that covers misdemeanor domestic assault.

**RECOMMENDATION:**

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

PCE/JLP:ab
attachment

COUNCIL BILL NO. 2015-002 ORDINANCE NO.

AN ORDINANCE amending Chapter 82, Offenses and Miscellaneous Provisions, Article III, Offenses Against Public Peace, and enacting a new Section 82-82, Domestic Assault., of the Joplin City Code; and, containing an emergency clause.

WHEREAS, The City's Code of Ordinances does not differentiate between assault and domestic violence; and

WHEREAS, by enacting an ordinance specific to domestic violence, the law and records thereof will be easier to understand and enforce, and will be more consistent with the Revised Statutes of the State of Missouri.

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

Section 1. That a new Section 82-82, Domestic Assault., of the Joplin City Code, be enacted to read as follows:

"Domestic Assault.

1. A person commits the crime of domestic assault in the third degree if the act involves a family or household member, including any child who is a member of the family or household, and:

(1) The person attempts to cause or recklessly causes physical pain, injury or illness to such family or household member; or

(2) With criminal negligence the person causes physical injury to such family or household member by means of a deadly weapon or dangerous instrument; or

(3) The person purposely places such family or household member in apprehension of immediate physical injury by any means; or

(4) The person recklessly engages in conduct which creates a grave risk of death or serious physical injury to such family or household member; or

(5) The person knowingly causes physical contact with such family or household member knowing the other person will regard the contact as offensive; or

(6) The person knowingly attempts to cause or causes the isolation of such family or household member by unreasonably and substantially restricting or limiting such family or household member's access to other persons, telecommunication devices or transportation for the purpose of isolation.

2. "Family" or "household member", for the purpose of this section means spouses, former spouses, any person related by blood or marriage, persons who are presently residing together or have resided together in the past, any person who is or has been in a continuing social relationship of a romantic or intimate nature with the victim, and anyone who has a child in common regardless of whether they have been married or have resided together at any time;

3. "Domestic Assault", for the purposes of this section shall be a misdemeanor."

Section 2. That the City hereby declares that this Ordinance, dealing generally with public health, safety, and welfare, is considered an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, citations for domestic assault cannot be issued as such until this ordinance is passed.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** **City Council Agenda Item**

**Requested Council Meeting Date: March 2, 2015**
**Council Bill No. 2015-114**

Item: **Acquisition by Condemnation Proceedings for 29th and Arizona Storm Water Detention Basin Project**

## Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map
2) Council Bill No. 2015-114

| | |
|---|---|
| Department Head: Nicholas A. Heatherly | Date: |
| Finance Department: Leslie Haase | Date: |
| City Attorney: Peter C. Edwards | Date: |
| City Manager: Samuel L. Anselm | Date: |

**Recommended Action:** Approval of an ordinance declaring a public necessity for the acquisition of real property and easements from the Al-Shathir Nidal Trust, by condemnation proceedings for the 29th and Arizona Storm Water Detention Basin Project.

**Background:** In November 2013 the council approved a consulting agreement with Olsson Associates for design services for the 29th and Arizona Regional Detention Basin. The project is part of the 2012 to 2022 storm water sales tax project program. The project has now been included in the State of Missouri's Rebuild Damaged Infrastructure program.

At this time the City has been unable to reach an agreement with the Al-Shathir Nidal Trust for the purchase of property and easements at 2727 E. 32nd Street.

**Discussion:**
Staff has presented a written offer to the listed property owner based on a professional appraisal prepared for the City of Joplin. At this time the offer of compensation has not been accepted. In order to comply with the restrictive timeline for funding dictated by the State of Missouri Department of Economic Development, City staff would like authorization to initiate condemnation proceedings.

**Recommendation:** Staff recommends this Council Bill be passed on an Emergency basis.

**COUNCIL BILL NO. 2015-114 ORDINANCE NO**.

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements described as Part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, for the construction of storm water improvements near 29th and Arizona Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

WHEREAS, Al-Shathir Nidal Trust is the legal owner of property described as Part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, and;

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire certain real property and easements described herein for storm water improvements near 29th and Arizona and;

WHEREAS, the City of Joplin administration has been unable to obtain this real property from the owner of said real estate.

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

Section 1. That a public necessity exists for the City to acquire real property and easements owned by Al-Shathir Nidal Trust for the construction of storm water improvements near 29th and Arizona Avenue according to the Plans of the City of Joplin, Jasper County, Missouri and described as follows:

All that part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, City of Joplin, Jasper County, Missouri, being all that part of the tract of land described in the Quit Claim Deed duly recorded in the Jasper County Recorder's Office in Deed Book 1959, at Page 1870, and being more particularly described as follows:

COMMENCING at the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, City of Joplin, Jasper County, Missouri; thence South 01 Degrees 31 Minutes 40 Seconds West along the East line of said Quarter Quarter, a distance of 468.39 feet to the POINT OF BEGINNING, said point being the Southeast corner of the tract of land described as Tract 7 in the Warranty Deed recorded in the Jasper County Recorder's Office in Deed Book 1528, at Page 1144 (Majzoub Tract); thence continuing along said East line South 01 Degrees 31 Minutes 40 Seconds West, a distance of 211.90 feet; thence departing said East line South 89 Degrees 53 Minutes 52 Seconds West, a distance of 83.96 feet; thence North 70 Degrees 14 Minutes 55 Seconds West, a distance of 32.29 feet; thence North 64 Degrees 26 Minutes 14 Seconds West, a distance of 100.59 feet to a point in the East line of the tract of land in the Trustee's General Warranty Deed recorded in the Jasper County Recorder's Office in Deed Book 2229, at Page 1552; thence North 01 Degrees 42 Minutes 59 Seconds East along said East line, a distance of 157.71 feet to a point in the South line of said Majzoub Tract; thence North 89 Degrees 59 Minutes 51 Seconds East along said South line, a distance of 206.02 feet to the POINT OF BEGINNING, and containing 40,568 square feet or 0.931 acres, more or less. Subject to easements or other items of record.

And Drainage Easement:
All that part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, City of Joplin, Jasper County, Missouri, being all that part of the tract of land

described in the Quit Claim Deed duly recorded in the Jasper County Recorder's Office in Deed Book 1959, at Page 1870, and being more particularly described as follows:

COMMENCING at the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, City of Joplin, Jasper County, Missouri; thence South 01 Degrees 31 Minutes 40 Seconds West along the East line of said Quarter Quarter, a distance of 680.28 feet to the POINT OF BEGINNING; thence continuing along said East line South 01 Degrees 31 Minutes 40 Seconds West, a distance of 181.89 feet; thence departing said East line North 89 Degrees 58 Minutes 50 Seconds West, a distance of 30.01 feet; thence North 01 Degrees 31 Minutes 40 Seconds East, a distance of 181.83 feet; thence North 89 Degrees 53 Minutes 52 Seconds East, a distance of 30.01 feet to the POINT OF BEGINNING, and containing 5,456 square feet or 0.125 acres, more or less. Subject to easements or other items of record.

Section 2. That the City of Joplin is and has been unable to agree with those claiming an interest therein on the amount of compensation, if any, to be paid for the same.

Section 3. That the City Attorney is hereby instructed to file suit in the court of competent jurisdiction for the purpose of obtaining the properties above described for the uses and purposes herein set out.

**COUNCIL BILL NO. 2015-114 ORDINANCE NO**

Section 4. That the City of Joplin declares that this Ordinance relating to a public improvement, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this council bill needs to be approved in order to complete property acquisitions, allowing construction to be completed within funding time limitations.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015 by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney


N
E 29TH ST
S ARIZONA AVE
MISSISSIPPI AVE
E 32ND ST

**COUNCIL BILL NO. 2015-115 ORDINANCE NO**.

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements described as Part of the Southeast Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, for the construction of storm water improvements near 29th and Arizona Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

WHEREAS, Arizona Property LLC is the legal owner of property described as Part of the Southeast Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, and;

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire certain real property and easements described herein for storm water improvements near 29th and Arizona and;

WHEREAS, the City of Joplin administration has been unable to obtain this real property from the owner of said real estate.

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

Section 1. That a public necessity exists for the City to acquire real property and easements owned by Arizona Property LLC for the construction of storm water improvements near 29th and Arizona Avenue according to the Plans of the City of Joplin, Jasper County, Missouri and described as follows:

All that part of the Southeast Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, City of Joplin, Jasper County, Missouri, being all that part of the tract of land described in the General Warranty Deed duly recorded in the Jasper County Recorder's Office in Deed Book 1802, at Page 715, and being more particularly described as follows:

COMMENCING at the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, City of Joplin, Jasper County, Missouri; thence South 01 Degrees 31 Minutes 40 Seconds West along the West line of said Quarter Quarter, a distance of 454.51 feet to the POINT OF BEGINNING; thence departing said West line South 88 Degrees 28 Minutes 20 Seconds East, a distance of 30.00 feet; thence South 01 Degrees 31 Minutes 40 Seconds West, a distance of 165.78 feet; thence North 89 Degrees 53 Minutes 52 Seconds East, a distance of 328.61 feet to a point in the West Right-of-Way line of Arizona Avenue, as now established; thence South 01 Degrees 29 Minutes 55 Seconds West along said West Right-of-Way line, a distance of 9.16 feet to a found 1/2” iron bar; thence continuing along said West Right-of-Way line South 89 Degrees 55 Minutes 45 Seconds West, a distance of 30.32 feet to a found 1/2” iron bar; thence continuing along said West Right-of-Way line South 01 Degrees 30 Minutes 18 Seconds West, a distance of 50.00 feet to a found 1/2” iron bar, said point being in the South line of the tract of land described in the General Warranty Deed duly recorded in the Jasper County Recorder's Office in Deed Book 1802, at Page 715; thence South 89 Degrees 53 Minutes 52 Seconds West along said South line, a distance of 328.33 feet to the Southwest corner thereof, said point being in said West line of Quarter

Quarter; thence North 01 Degrees 31 Minutes 40 Seconds East along said West line, a distance of 225.78 feet to the POINT OF BEGINNING, and containing 24,674 square feet or 0.566 acres, more or less. Subject to easements or other items of record.

And Drainage Easement:

All that part of the Southeast Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, City of Joplin, Jasper County, Missouri, being all that part of the tract of land described in the General Warranty Deed duly recorded in the Jasper County Recorder's Office in Deed Book 1802, at Page 715, and being more particularly described as follows:

COMMENCING at the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, City of Joplin, Jasper County, Missouri; thence South 01 Degrees 31 Minutes 40 Seconds West along the West line of said Quarter Quarter, a distance of 94.07 feet to the POINT OF BEGINNING, said point being the Northwest corner of the tract of land described in the General Warranty Deed duly recorded in the Jasper County Recorder's Office in Deed Book 1802, at Page 715 (Arizona Tract); thence departing said West line North 89 Degrees 53 Minutes 56 Seconds East along the North line of said Arizona Tract, a distance of 60.02 feet; thence departing said North line South 01 Degrees 31 Minutes 40 Seconds West, a distance of 507.80 feet; thence South 64 Degrees 35 Minutes 36 Seconds East, a distance of 45.04 feet; thence North 89 Degrees 59 Minutes 38 Seconds West, a distance of 71.21 feet; thence North 01 Degrees 31 Minutes 40 Seconds East, a distance of 165.78 feet; thence North 88 Degrees 28 Minutes 20 Seconds West, a distance of 30.00 feet to a point in the West line of said Arizona Tract; thence North 01 Degrees 31 Minutes 40 Seconds East along said West line, a distance of 360.44 feet to the POINT OF BEGINNING, and containing 27,062 square feet or 0.621 acres, more or less. Subject to easements or other items of record.

Section 2. That the City of Joplin is and has been unable to agree with those claiming an interest therein on the amount of compensation, if any, to be paid for the same.

Section 3. That the City Attorney is hereby instructed to file suit in the court of competent jurisdiction for the purpose of obtaining the properties above described for the uses and purposes herein set out.

Section 4. That the City of Joplin declares that this Ordinance relating to a public improvement, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this council bill needs to be approved in order to complete property acquisitions, allowing construction to be completed within funding time limitations.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015 by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** **City Council Agenda Item**

**Requested Council Meeting Date: March 2, 2015**
**Council Bill No. 2015-115**

Item: **Acquisition by Condemnation Proceedings for 29th and Arizona Storm Water Detention Basin Project**

## Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map
2) Council Bill No. 2015-115

| | |
|---|---|
| Department Head: Nicholas A. Heatherly | Date: |
| Finance Department: Leslie Haase | Date: |
| City Attorney: Peter C. Edwards | Date: |
| City Manager: Samuel L. Anselm | Date: |

**Recommended Action:** Approval of an ordinance declaring a public necessity for the acquisition of real property and easements from Arizona Property LLC, by condemnation proceedings, for the 29th and Arizona Storm Water Detention Basin Project.

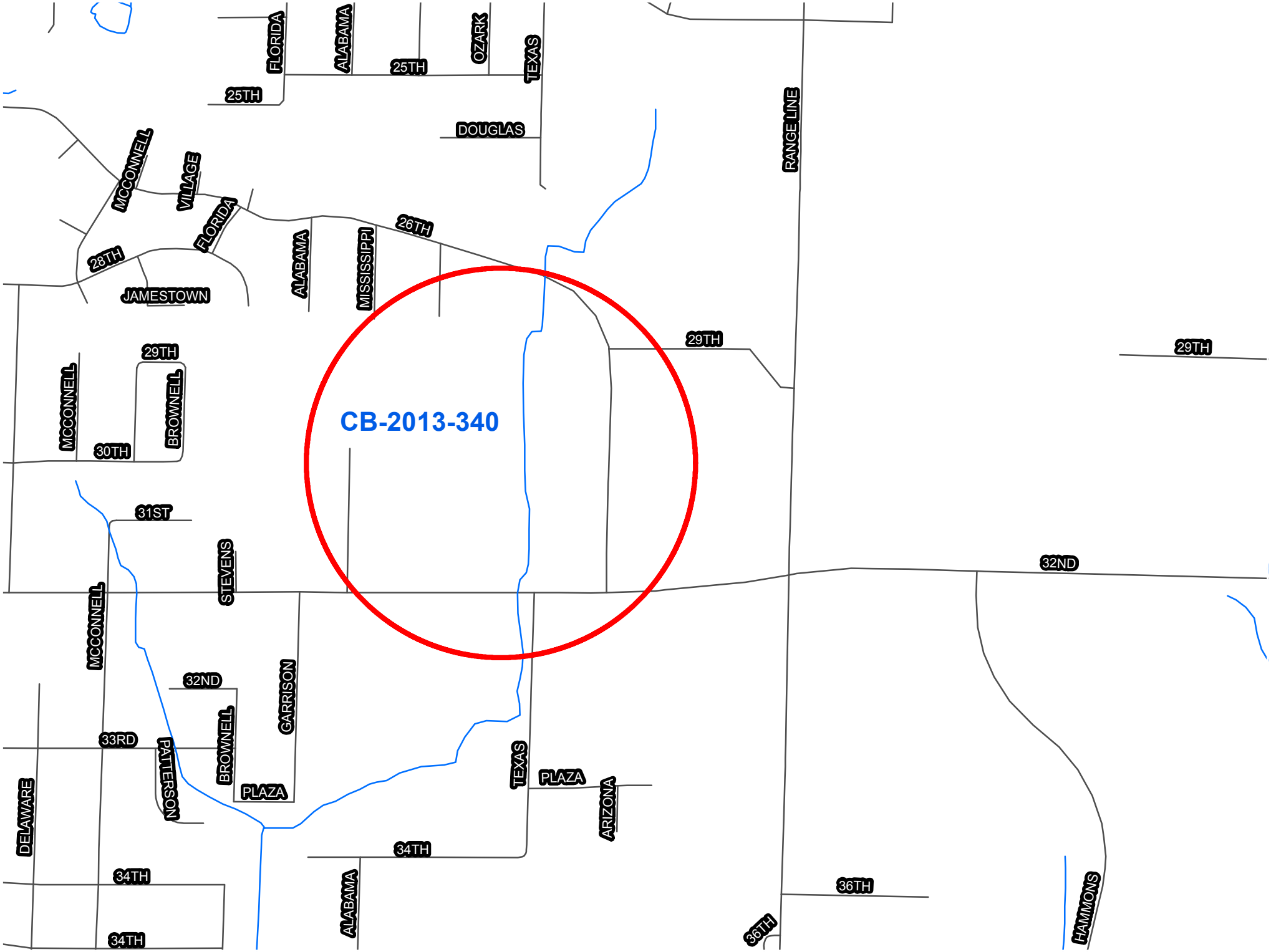
**Background:** In November 2013 the council approved a consulting agreement with Olsson Associates for design services for the 29th and Arizona Regional Detention Basin. The project is part of the 2012 to 2022 storm water sales tax project program. The project has now been included in the State of Missouri's Rebuild Damaged Infrastructure program.

At this time the City has been unable to reach an agreement with Arizona Property LLC for the purchase of property and easements at 2902 Arizona Avenue.

**Discussion:**
Staff has presented a written offer to the listed property owners based on a professional appraisal prepared for the City of Joplin. At this time the offer of compensation has not been accepted. In order to comply with the restrictive timeline for funding dictated by the State of Missouri Department of Economic Development, City staff would like authorization to initiate condemnation proceedings.

**Recommendation:** Staff recommends this Council Bill be passed on an Emergency basis.


N
S ARIZONA AVE
E 29TH ST


CB-2013-340
FLORIDA
ALABAMA
25TH
OZARK
TEXAS
DOUGLAS
RANGE LINE
MCCONNELL
VILLAGE
FLORIDA
26TH
28TH
JAMESTOWN
ALABAMA
MISSISSIPPI
29TH
MCCONNELL
BROWNELL
30TH
31ST
STEVENS
32ND
MCCONNELL
GARRISON
BROWNELL
PATTERSON
PLAZA
33RD
DELAWARE
TEXAS
PLAZA
ARIZONA
34TH
ALABAMA
36TH
HAMMONS

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: March 2, 2015**
**Council Bill No. 2015-116**

**Item: Construction Contract for the 32nd Street & Arizona Avenue Regional Detention Basin project.**

## Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Map
3) Council Bill No. 2015-116

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

Recommended Action: Approval of Construction Contract with Emery Sapp & Sons Inc. in the amount of Seven Hundred Forty Eight Thousand Eight Hundred Twenty Seven and 57/100 Dollars ($748,827.57) for the 32nd Street & Arizona Avenue Regional Detention Basin project in the recovery area.

**Background:** In 2011 voters approved a Parks and Storm Water Sales Tax extension. A project to construct the regional detention pond north of 32nd Street and West of Arizona Avenue was included in the list of approved projects. The regional detention pond north of 32nd Street and West of Arizona Avenue project was included in a State of Missouri Department of Economic Development Office of Administration Rebuild Damaged Infrastructure Program agreement which was approved by Council in March of 2014.

**Discussion:** In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe Newspaper and on the city's website. Bids were opened on February 19 with 7 firms bidding and Emery Sapp & Sons Inc. provided the lowest bid. The low bid was below the Engineer's estimate.

**Recommendation**: Staff recommends approval of a Construction Contract with Contract with Emery Sapp & Sons Inc. in the amount of Seven Hundred Forty Eight Thousand Eight Hundred

Twenty Seven and 57/100 Dollars ($748,827.57) for the 32nd Street & Arizona Avenue Regional Detention Basin project in the recovery area.

# BID TABULATION

**PROJECT: 32nd & Arizona**
**DATE OF BID OPENING: February 19 , 2015**

| CONTRACTOR | BID |
|---|---|
| Asbell Excavating | 1,016,657.05 |
| Southard Construction | 1,135,394.10 |
| Bennett Inc. | 874,475.00 |
| Branco | 785,499.00 |
| Crossland Construction | 984,401.00 |
| Sprouls Construction | 1,096,418.00 |
| Emery Sapp & Sons | 748,827.57 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

**COUNCIL BILL NO. 2015- 116 ORDINANCE NO.**

AN ORDINANCE approving a contract with Emery Sapp & Sons in the amount of Seven Hundred Forty Eight Thousand Eight Hundred Twenty Seven and 57/100 Dollars ($748,827.57) for the 32nd Street & Arizona Avenue Regional Detention Basin project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract be awarded Emery Sapp & Sons in the amount of Seven Hundred Forty Eight Thousand Eight Hundred Twenty Seven and 57/100 Dollars ($748,827.57) for the 32nd Street & Arizona Avenue Regional Detention Basin project.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Infrastructure Improvements, Account Number 130-4555-530-8665 Project number GSTA03. The project will be reimbursed as a State DED project.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

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

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

| CITY | | ENGINEER | |
|---|---|---|---|
| CITY OF JOPLIN<br>602 S. MAIN STREET<br>JOPLIN, MO 64801 | | Name: Allgeier, Martin and Associates, Inc.<br>Address:<br>7231 East 24th Street, P.O. Box 2627<br>Joplin, MO 64803 | |
| Attention: Nicholas A. Heatherly, PE, CFM<br>nheather@joplinmo.org | | Attention:<br>MICHAEL ATKINSON, P.E. | |
| Department: Public Works Department | | Phone: 417-680-7200 | Fax: 417-680-7300 |
| Phone: 417-624-0820, ext 500 | Fax: 417-625-4738 | Davis Blvd, and 29th & Arizona | |

**WORK AUTHORIZATION NUMBER AMA-GSTA02-3A**
**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-GSTA02-3A** exceed the sum of **Sixty-Eight Thousand Dollars ($68,000).**

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 cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2014, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

**REVIEWED FOR APPROVAL**

_____

Name & Title of Staff Project Manager

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

_____

Leslie Haase, Director of Finance

**APPROVED AS TO FORM**

_____

Peter Edwards, City Attorney

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

By: Michael Atkinson

Printed Name: Michael Atkinson, P.E.

Title: Vice President

Date: 2-5-2015

**CITY OF JOPLIN, MISSOURI**

By: _____

Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

**EXHIBIT A**
**TO WORK AUTHORIZATION NUMBER AMA-GSTA02-3A TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with DED GSTA02 Funding)**

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, and construction phase services as hereinafter stated which include customary civil, structural, and mechanical engineering services.

1.1.2 Coordinate the planning, design and construction of the storm sewer projects with the OWNER and the DED funding program having jurisdiction over the project.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project Summary of Costs and Description is shown in Attachment Number ONE to Exhibit A.

1.1.3.2 Design of storm water facilities, including culvert replacements, curb and gutter, and sidewalks within the project area boundary including the preparation of plans and specifications necessary to bid said work.

1.1.3.3 Bidding and Construction Phase Engineering of Renovation for selected storm water facilities within the project area boundary.

1.1.3.4 Resident Construction Representation Phase services for the completion of the selected storm water facilities. Services will be provided full time with an estimated construction duration of 3 months.

1.1.3.5 Environmental Clearance of the project.

1.2 Planning and Design Phases. (Completed)

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, alternate routes and costs.

1.2.2 Evaluate available data for areas in which planning and design services are to be completed for incorporation into design documents.

1.2.4 Consult with OWNER's representatives regarding the preferred renovation alternatives.

1.2.5 It is anticipated that all projects will be designed within existing City of Joplin right-of-way and easements. Any work necessary to determine extents of existing rights-of-way or existing easements are also included in this scope of work.

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

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

1.2.10. 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.

1.2.11. Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that the OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.2.12. 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.

1.2.13. 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. Original templates of these documents shall be provided by the OWNER for use on this project.

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

1.2.15. Submit copies of the plans, specifications, bid and contract documents, and other related documents to the governmental agencies having jurisdiction over the project for their review and approval.

1.2.16 Provide assistance to the OWNER relative to submission of documentation to regulatory agencies for involvement in the Department of Economic Development (DED) program.

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:

Upon execution of this agreement by the OWNER, and following the completion of the appropriate design-phase elements of the project, the ENGINEER shall:

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 subcontractors and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the bidding documents.

1.3.3 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.

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

1.3.5 Submit to appropriate regulatory agencies the bid documents and revised cost estimates, and other post-bid documentation required by the DED program.

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

1.3.7 Attend scheduled pre-bid or pre-construction conferences.

1.3.8 Review contractor's proposed project schedule and provide OWNER with estimates of required Project cash-flow.

1.3.9 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.

1.3.10 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.

1.3.11 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.

1.3.12. Assist OWNER with providing documentation to OWNER's representatives for DED reimbursement requests.

1.3.13 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 1.3.11.

1.3.14 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.

1.3.15 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 1.3.15, 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.

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.

If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with local 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.

1.5 Environmental Clearance

1.5.1 The project will be undertaken with the assumption that a categorical exclusion can be obtained for the project and a full, in-depth NEPA environmental report and associated review will not be required.

1.5.2 Contact necessary governmental agencies and provide them with required exhibits, data and documentation for the OWNER of obtain a categorical exclusion for the project. Any specialized, in-depth environmental studies determined necessary by governmental agencies as part of this initial review are not covered within this scope of work and shall be considered an additional service.

1.5.3 Prepare and publish necessary public notices to obtain the categorical exclusion for the project.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER.

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.

2.3 Schedule: The services of the Engineer shall commence as soon as practicable after the execution of this contract, to be no later than February 16, 2015, 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, ENGINEER shall make good faith effort such that all of the services required hereunder for this Work Authorization scope of work shall be completed no later than June 30, 2015.

2.3.1 The schedule listed in paragraph 2.3 is extremely accelerated and is highly dependent on timely governmental agency reviews and required public notice periods that are part of the services outlined in paragraph 1.5 and the required approval by the OWNER of various documents. Construction contract award cannot be made until the services of paragraph 1.5 are complete. The ENGINEER shall complete all work in an expeditious manner but it is recognized that receipt of required approvals and subsequent review timelines associated with the work as part of paragraph 1.5 and various other document approval required by the OWNER are out of the control of the ENGINEER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number Two to Exhibit A: "RATE SCHEDULE 2014-2015-2016"; with a total compensation ceiling of $68,000, as set forth in Work Authorization Number AMA-GSTA02-3A 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 |
|---|---|
| Construction Phase Engineering Services (Paragraph 1.3) | $20,000 |
| Full Time Resident Project Representation Services (Paragraphs 1.1.3.4 and 1.4) | $48,000 |
| Total Estimated Maximum Fee | $68,000 |

4. SUMMARY OF ATTACHMENTS

| | |
|---|---|
| Attachment Number 1 | Summary of Costs |
| Attachment Number 2 | Rate Schedule |
| Attachment Number 3 | Project Task Schedule |
| Attachment Number 4 | Certificate of Liability Insurance |

**Attachment Number 1**
**Summary of Costs**
**Department of Economic Development**
**Project No.: GSTA02**
**Project Description: Storm Sewer System Repairs**
**29th Street and South Arizona Ave Stormwater Improvements**
**Davis Blvd Culvert Replacement**
**Work Authorization No.: AMA-GSTA02-3A**
**Engineer: Allgeier, Martin and Associates, Inc.**
**City of Joplin, MO**

**Breakdown of Estimated Costs**

| Area Descriptions | Contract Admin Construction Engineering | Construction Inspection | Total Construction Engineering & Inspection |
|---|---|---|---|
| Culvert on Davis Boulevard north of 25th Street<br>Drainage ditch along the south side of the KCS R/W | $ 20,000.00 | $ 48,000.00 | $ 68,000.00 |
| **Subtotals for Work Authorization No. AMA-GSTA02-3A** | $ 20,000.00 | $ 48,000.00 | **$ 68,000.00** |

# ATTACHMENT NUMBER TWO
## RATE SCHEDULE
## 2014-2015-2016

# ALLGEIER, MARTIN and ASSOCIATES, INC.
### Consulting Engineers and Surveyors

### LABOR RATES

| Classification | Hourly Billing Rate 01/01/2014 thru 12/31/2014 | 01/01/2015 thru 12/31/2015 | 01/01/2016 thru 12/31/2016 |
|---|---|---|---|
| Principal/Engineer IV | $175 | $180 | $185 |
| Principal/Engineer III | $160 | $165 | $170 |
| Principal/Engineer II | $140 | $145 | $150 |
| Principal/Engineer I | $125 | $130 | $135 |
| Designer III/GIS Specialist | $116 | $120 | $124 |
| Designer/Technician III | $96 | $100 | $104 |
| Designer/Technician II | $84 | $88 | $92 |
| Designer/Technician I | $78 | $82 | $86 |
| Two-Man GPS Survey Crew | $165 | $170 | $175 |
| One-Man GPS Survey Crew | $125 | $130 | $135 |
| Three-Man Survey Crew | $180 | $185 | $190 |
| Two-Man Survey Crew | $140 | $145 | $150 |
| Registered Land Surveyor II | $150 | $155 | $160 |
| Registered Land Surveyor I | $130 | $135 | $140 |
| Survey Party Chief | $78 | $82 | $86 |
| Survey Crew Member | $63 | $66 | $69 |
| Right of Way Specialist | $100 | $104 | $108 |
| Construction Inspector III | $96 | $100 | $104 |
| Construction Inspector II | $84 | $88 | $92 |
| Construction Inspector I | $78 | $81 | $84 |
| Secretary/Word Processor | $63 | $66 | $69 |
| Print Specialist | $63 | $66 | $69 |

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

### NON-LABOR RATES

| Item | Rate |
|---|---|
| Travel | $0.56 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% |

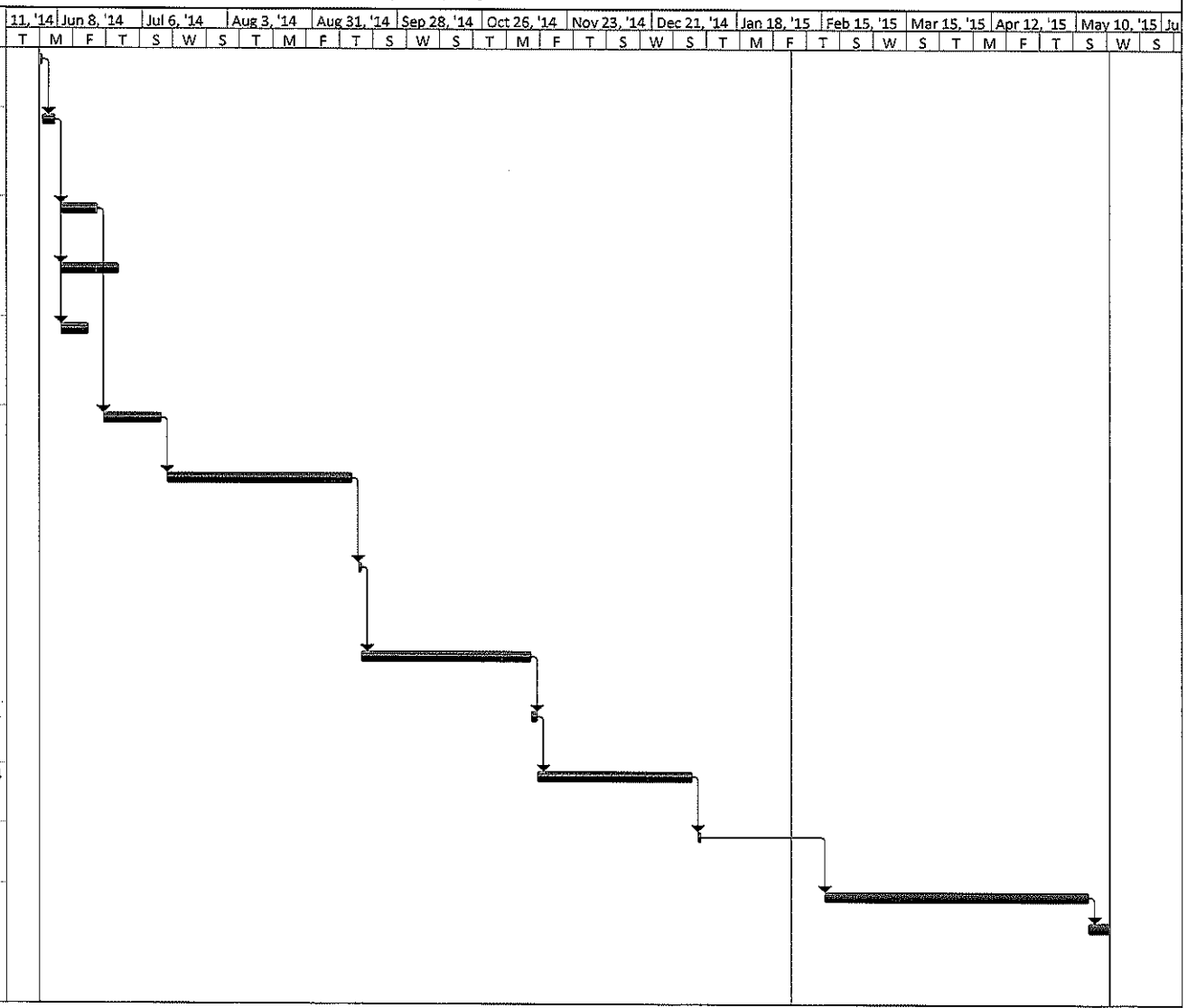
# Attachment Number Three

Project Task Schedule

Work Authorzation Number AMA-GSTA02-3A

City of Joplin, Department of Economic Development, Project No. GSTA02

| ID | Task Mode | Task Name | Duration | Start |
|---|---|---|---|---|
| 1 | | Project Coordination Meeting with City Staff | 1 day | Mon 6/2/14 |
| 2 | | Preparation and identification of Project areas | 4 days | Tue 6/3/14 |
| 3 | | Survey and Data Collection | 10 days | Mon 6/9/14 |
| 4 | | Hydrologic Data and Analysis of project areas | 15 days | Mon 6/9/14 |
| 5 | | Preparation of Environmental Documents | 7 days | Mon 6/9/14 |
| 6 | | Preliminary Design of Selected Project Areas | 15 days | Mon 6/23/14 |
| 7 | | Preparation of Preliminary Plans and Cost Estimates | 45 days | Mon 7/14/14 |
| 8 | | Meeting with City Staff to Evaluate and Prioritize Projects | 1 day | Mon 9/15/14 |
| 9 | | Final Plan Production of Selected Project Areas | 40 days | Tue 9/16/14 |
| 10 | | Final Approval by City Staff | 2 days | Tue 11/11/14 |
| 11 | | Bidding, Evaluation and Project Award | 37 days | Thu 11/13/14 |
| 12 | | Preconstruction Meeting | 1 day | Mon 1/5/15 |
| 13 | | Construction of Projects | 63 days | Mon 2/16/15 |
| 14 | | Final Inspection and Project Closeout Documentation | 5 days | Thu 5/14/15 |




Project: Project Time Line GSTA02
Date: Thu 2/5/15

| | | | | | |
|---|---|---|---|---|---|
| Task | External Tasks | Manual Task | Finish-only | | |
| Split | External Milestone | Duration-only | Deadline | | |
| Milestone | Inactive Task | Manual Summary Rollup | Progress | | |
| Summary | Inactive Milestone | Manual Summary | | | |
| Project Summary | Inactive Summary | Start-only | | | |

ALLGE-1 OP ID: BC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>The Insurancenter<br>2901 Arizona Ave<br>Joplin, MO 64804<br>J. Scott Brothers | CONTACT NAME: Cristi Becker<br>PHONE (A/C, No, Ext): 800-444-8675 FAX (A/C, No): 417-623-0902<br>E-MAIL ADDRESS: cbecker@theinsurancenter.com |
| INSURED Allgeier,Martin & Associates Inc<br>P O Box 2627<br>Joplin, MO 64803-2627 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Transportation Insurance Co — 20494<br>INSURER B : American Casualty Company of — 20427<br>INSURER C : Continental Casualty Company — 20443<br>INSURER D : —<br>INSURER E : —<br>INSURER F : — |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| B | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC | X | | 1063177197 | 12/08/2014 | 12/08/2015 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ | 1,000,000<br>100,000<br>5,000<br>1,000,000<br>2,000,000<br>2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>HIRED AUTOS<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS | X | | 1063177202 | 12/08/2014 | 12/08/2015 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (PER ACCIDENT) | $<br>$<br>$<br>$ | 1,000,000 |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | X | | 1062449393 | 12/08/2014 | 12/08/2015 | EACH OCCURRENCE<br>AGGREGATE | $<br>$ | 5,000,000<br>5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 1063177216 | 12/08/2014 | 12/08/2015 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ | 1,000,000<br>1,000,000<br>1,000,000 |
| C | Professional Liab | | | AEH008212765 | 10/01/2014 | 10/01/2015 | Per Claim<br>Aggregate | | 2,000,000<br>2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Work Authorization No.3A - Street Reconstruction/Drainage Improvements 15th St & Range Line Rd & Texas Ave; Highview Ave 14th & 16th St; Culvert Replacement on Davis Blvd N of 25th St;Drainage Ditch Imp along KC Southern RR ROW Range Line & Arizona ;G140331D 0113: G15115-A 1089:SCA23500D 1011:G-300660A 0608: G140428A 1001: GSL2231XX 1005:G20472A 1093: G15057C 0605

**CERTIFICATE HOLDER**

CITJO01

City of Joplin
Public Works
602 South Main
Joplin, MO 64801

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cristi Becker

© 1988-2010 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

**COUNCIL BILL NO. 2015-117 ORDINANCE NO**

AN ORDINANCE approving an agreement for Allgeier, Martin & Associates for Sixty Eight Thousand and no/100 Dollars ($68,000.00) for Consultant Services for the Storm Sewer System Repairs in the non-CDBG-DR -eligible area of the recovery zone project and containing an emergency clause.

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

Section 1. Approval of an agreement for Allgeier, Martin & Associates for Sixty Eight Thousand and no/100 Dollars ($68,000.00) for Consultant Services for the Storm Sewer System Repairs in the non-CDBG-DR-eligible area of the recovery zone project in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance.

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

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

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: March 2, 2015**
**Council Bill No. 2015-117**

## Item: Work Authorization with Allgeier, Martin and Associates, Inc. for Design and Construction Management for the Storm Sewer System Repair Projects in the Non CDBG-DR Eligible Area of the Recovery Zone.

## Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Council Bill No. 2015-117

| | |
|---|---|
| Department Head: Nicholas A. Heatherly | Date: |
| Finance Department: Leslie Haase | Date: |
| City Attorney: Peter C. Edwards | Date: |
| City Manager: Samuel L. Anselm | Date: |

Recommended Action: Approval of a Work Authorization with Allgeier, Martin and Associates, Inc. in the not to exceed the amount of $68,000.00 for Design and Construction Management for the Storm Sewer System Repair Projects in the Non CDBG-DR Eligible Area of the Recovery Zone

Background: In April of 2014, Council Bill 2014-125 was approved authorizing the execution of a contract with the firm of Allgeier, Martin and Associates, Inc., for the purpose of providing professional engineering services related to the Design and Construction Management for the Storm Sewer System Repair Projects in the Non CDBG-DR Eligible Area of the Recovery Zone. Funding for this contract was identified as coming from the State of Missouri Department of Economic Development Office of Administration Rebuild Damaged Infrastructure Program agreement which was approved by Council in March of 2014.

**Discussion:** In February 2015, Allgeier, Martin and Associates, Inc. met with City Staff to discuss additional work needed to complete the original project. After the scoping meeting and review of the Work Authorization and Exhibit "A", scope of services, City staff has chosen to add additional services needed to complete the project. This Council Bill is the second work authorization for Allgeier, Martin and Associates, Inc. and is for a not-to-exceed amount of

$68,000.00 which is within industry standards.

Recommendation: Staff recommends approval of a Work Authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of $68,000.00 for Design and Construction Management of Storm Sewer System Repair Projects in the Non CDBG-DR Eligible Area of the Recovery Zone be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: March 2, 2015**
**Council Bill No. 2015-118**

## Item: Work Authorization with Allgeier, Martin and Associates, Inc. for Design and Construction Management for the 15th & Highview Area Drainage System Repair and Replace Project in the Recovery Area

## Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Council Bill No. 2015-118

| | |
|---|---|
| Department Head: Nicholas A. Heatherly | Date: |
| Finance Department: Leslie Haase | Date: |
| City Attorney: Peter C. Edwards | Date: |
| City Manager: Samuel L. Anselm | Date: |

**Recommended Action:** Approval of a Work Authorization with Allgeier, Martin and Associates, Inc. in the not to exceed the amount of $107,800.00 for Design and Construction Management for the 15th & Highview Area Drainage System Repair and Replace Project in the Tornado Recovery Area.

**Background:** In April of 2014, Council Bill 2014-123 was approved authorizing the execution of a contract with the firm of Allgeier, Martin and Associates, Inc., for the purpose of providing professional engineering services related to the Design and Construction Management for the 15th & Highview Area Drainage System Repair and Replace Project in the Recovery Area. Funding for this contract was identified as coming from the State of Missouri Department of Economic Development Office of Administration Rebuild Damaged Infrastructure Program agreement which was approved by Council in March of 2014.

**Discussion:** In February 2015, Allgeier, Martin and Associates, Inc. met with City Staff to discuss additional work needed to complete the original project. After the scoping meeting and review of the Work Authorization and Exhibit "A", scope of services, City staff has chosen to add additional services needed to complete the project. This Council Bill is the second work authorization for Allgeier, Martin and Associates, Inc. and is for a not-to-exceed amount of

$107,800.00 which is within industry standards.

**Recommendation:** Staff recommends approval of a Work Authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of $107,800.00 for Design and Construction Management of 15th & Highview Area Drainage System Repair and Replace Project in the Tornado Recovery Area be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

| CITY | | ENGINEER | |
|---|---|---|---|
| CITY OF JOPLIN<br>602 S. MAIN STREET<br>JOPLIN, MO 64801 | | Name: Allgeier, Martin and Associates, Inc.<br>Address:<br>7231 East 24th Street, P.O. Box 2627<br>Joplin, MO 64803 | |
| Attention: Nicholas A. Heatherly, PE, CFM<br>nheather@joplinmo.org | | Attention:<br>MICHAEL ATKINSON, P.E. | |
| Department: Public Works Department | | Phone: 417-680-7200 | Fax: 417-680-7300 |
| Phone: 417-624-0820, ext 500 | Fax: 417-625-4738 | 15th and Highview Avenue | |

**WORK AUTHORIZATION NUMBER AMA-GSTA05-2A**
**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-GSTA05-2A** exceed the sum of **One Hundred Seven Thousand Eight Hundred Dollars ($107,800).**

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin

against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2014, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

**REVIEWED FOR APPROVAL**

Name & Title of Staff Project Manager

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

Leslie Haase, Director of Finance

**APPROVED AS TO FORM**

Peter Edwards, City Attorney

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

By: Michael Atkinson

Printed Name: Michael Atkinson, P.E.

Title: Vice President

Date: 2-5-2015

**CITY OF JOPLIN, MISSOURI**

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

Date: _____

**EXHIBIT A**
**TO WORK AUTHORIZATION NUMBER AMA-GSTA05-2A TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with DED GSTA05 Funding)**

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, and construction phase services as hereinafter stated which include customary civil, structural, and mechanical engineering services.

1.1.2 Coordinate the planning, design and construction of the storm sewer projects with the OWNER and the DED funding program having jurisdiction over the project.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project Summary of Costs and Description is shown in Attachment Number ONE to Exhibit A.

1.1.3.2 Design of storm water facilities, including culvert replacements, curb and gutter, and sidewalks within the project area boundary including the preparation of plans and specifications necessary to bid said work.

1.1.3.3 Bidding and Construction Phase Engineering of Renovation for selected storm water facilities within the project area boundary.

1.1.3.4 Resident Construction Representation Phase services for the completion of the selected storm water facilities. Services will be provided full time with an estimated construction duration of 3 months.

1.1.3.5 Environmental Clearance of the project.

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, alternate routes and costs.

1.2.2 Evaluate available data for areas in which planning and design services are to be completed for incorporation into design documents.

1.2.4 Consult with OWNER's representatives regarding the preferred renovation alternatives.

1.2.5 It is anticipated that all projects will be designed within existing City of Joplin right-of-way and easements. Any work necessary to determine extents of existing rights-of-way or existing easements are also included in this scope of work.

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

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

1.2.10. 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.

1.2.11. Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that the OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.2.12. 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.

1.2.13. 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. Original templates of these documents shall be provided by the OWNER for use on this project.

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

1.2.15. Submit copies of the plans, specifications, bid and contract documents, and other related documents to the governmental agencies having jurisdiction over the project for their review and approval.

1.2.16 Provide assistance to the OWNER relative to submission of documentation to regulatory agencies for involvement in the Department of Economic Development (DED) program.

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:

Upon execution of this agreement by the OWNER, and following the completion of the appropriate design-phase elements of the project, the ENGINEER shall:

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 subcontractors and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the bidding documents.

1.3.3 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.

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

1.3.5 Submit to appropriate regulatory agencies the bid documents and revised cost estimates, and other post-bid documentation required by the DED program.

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

1.3.7 Attend scheduled pre-bid or pre-construction conferences.

1.3.8 Review contractor's proposed project schedule and provide OWNER with estimates of required Project cash-flow.

1.3.9 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.

1.3.10 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.

1.3.11 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.

1.3.12. Assist OWNER with providing documentation to OWNER's representatives for DED reimbursement requests.

1.3.13 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 1.3.11.

1.3.14 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.

1.3.15 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 1.3.15, 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.

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.

If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with local 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.

1.5 Environmental Clearance

1.5.1 The project will be undertaken with the assumption that a categorical exclusion can be obtained for the project and a full, in-depth NEPA environmental report and associated review will not be required.

1.5.2 Contact necessary governmental agencies and provide them with required exhibits, data and documentation for the OWNER of obtain a categorical exclusion for the project. Any specialized, in-depth environmental studies determined necessary by governmental agencies as part of this initial review are not covered within this scope of work and shall be considered an additional service.

1.5.3 Prepare and publish necessary public notices to obtain the categorical exclusion for the project.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER.

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.

2.3 Schedule: The services of the Engineer shall commence as soon as practicable after the execution of this contract, to be no later than February 16, 2015, 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, ENGINEER shall make good faith effort such that all of the services required hereunder for this Work Authorization scope of work shall be completed no later than June 30, 2015.

2.3.1 The schedule listed in paragraph 2.3 is extremely accelerated and is highly dependent on timely governmental agency reviews and required public notice periods that are part of the services outlined in paragraph 1.5 and the required approval by the OWNER of various documents. Construction contract award cannot be made until the services of paragraph 1.5 are complete. The ENGINEER shall complete all work in an expeditious manner but it is recognized that receipt of required approvals and subsequent review timelines associated with the work as part of paragraph 1.5 and various other document approval required by the OWNER are out of the control of the ENGINEER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number Two to Exhibit A: "RATE SCHEDULE 2014-2015-2016"; with a total compensation ceiling of $107,800, as set forth in Work Authorization Number AMA-GSTA05-2A 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, Design, and Bidding Phase Engineering Services (Paragraphs 1.1.3.2, 1.1.3.3, and 1.2) | $77,800 |
| Construction Phase Engineering Services (Paragraph 1.3) | $30,000 |
| Full Time Resident Project Representation Services (Paragraphs 1.1.3.4 and 1.4) | $30,000 |
| Total Estimated Maximum Fee | $107,800 |

4. SUMMARY OF ATTACHMENTS

| | |
|---|---|
| Attachment Number 1 | Summary of Costs |
| Attachment Number 2 | Rate Schedule |
| Attachment Number 3 | Project Task Schedule |
| Attachment Number 4 | Certificate of Liability Insurance |

**Attachment Number 1**
**Summary of Costs**
**Department of Economic Development**
**Project No.: GSTA05**
**Project Description: 15th and Highview Area Drainage System Improvements**
**Work Authorization No.: AMA-GSTA05-2A**
**Engineer: Allgeier, Martin and Associates, Inc.**
**City of Joplin, MO**

**Breakdown of Estimated Costs**

| Area Descriptions | Surveying | Preliminary Planning & Est. | Design Engineering | Total Survey, Planning Design, Bidding | | Contract Admin Construction Engineering | (*) Construction Inspection | Total Construction Engineering & Inspection |
|---|---|---|---|---|---|---|---|---|
| Texas Avenue from 13th Street to ½ block south of 15th Street | $ 4,200.00 | $ 13,500.00 | | $ 17,700.00 | | | | |
| Highview Avenue from 10th Street to ½ block south of 15th Street | $ 4,100.00 | $ 12,900.00 | $ 28,000.00 | $ 45,000.00 | | $ 30,000.00 | | $ 30,000.00 |
| 15th Street from Texas Avenue to Range Line | $ 4,400.00 | $ 10,800.00 | $ 42,000.00 | $ 57,200.00 | | | | |
| 15th Street East of Range Line including Range Line ½ Block N/S | $ 5,200.00 | $ 9,200.00 | | $ 14,400.00 | | | | |
| The alley/drainage ditch from Texas Avenue to Range Line | $ 1,900.00 | $ 1,600.00 | | $ 3,500.00 | | | | |
| **Totals** | $ 19,800.00 | $ 48,000.00 | $ 70,000.00 | **$ 137,800.00** | | $ 30,000.00 | $ - | **$ 30,000.00** |
| Subtract Original Contract Amount (Work Authorization Number 2) | | | | $ 60,000.00 | | | | $ - |
| **Subtotals for Work Authorization No. AMA-GSTA05-2A** | | | | **$ 77,800.00** | | | | **$ 30,000.00** |

| **Summary for Work Authorization No. AMA-GSTA05-2A** | |
|---|---|
| Survey, Planning, Design, Bidding | $ 77,800.00 |
| Contract Administration and Construction Engineering | $ 30,000.00 |
| **Total for AMA-GSTA05-2A** | **$ 107,800.00** |

*** Construction Inspection Provided by Tri-State Engineering**

# ATTACHMENT NUMBER TWO
## RATE SCHEDULE
## 2014-2015-2016

# ALLGEIER, MARTIN and ASSOCIATES, INC.
### Consulting Engineers and Surveyors

### LABOR RATES

| Classification | Hourly Billing Rate 01/01/2014 thru 12/31/2014 | 01/01/2015 thru 12/31/2015 | 01/01/2016 thru 12/31/2016 |
|---|---|---|---|
| Principal/Engineer IV | $175 | $180 | $185 |
| Principal/Engineer III | $160 | $165 | $170 |
| Principal/Engineer II | $140 | $145 | $150 |
| Principal/Engineer I | $125 | $130 | $135 |
| Designer III/GIS Specialist | $116 | $120 | $124 |
| Designer/Technician III | $96 | $100 | $104 |
| Designer/Technician II | $84 | $88 | $92 |
| Designer/Technician I | $78 | $82 | $86 |
| Two-Man GPS Survey Crew | $165 | $170 | $175 |
| One-Man GPS Survey Crew | $125 | $130 | $135 |
| Three-Man Survey Crew | $180 | $185 | $190 |
| Two-Man Survey Crew | $140 | $145 | $150 |
| Registered Land Surveyor II | $150 | $155 | $160 |
| Registered Land Surveyor I | $130 | $135 | $140 |
| Survey Party Chief | $78 | $82 | $86 |
| Survey Crew Member | $63 | $66 | $69 |
| Right of Way Specialist | $100 | $104 | $108 |
| Construction Inspector III | $96 | $100 | $104 |
| Construction Inspector II | $84 | $88 | $92 |
| Construction Inspector I | $78 | $81 | $84 |
| Secretary/Word Processor | $63 | $66 | $69 |
| Print Specialist | $63 | $66 | $69 |

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

---

### NON-LABOR RATES

| Item | Rate |
|---|---|
| Travel | $0.56 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% |

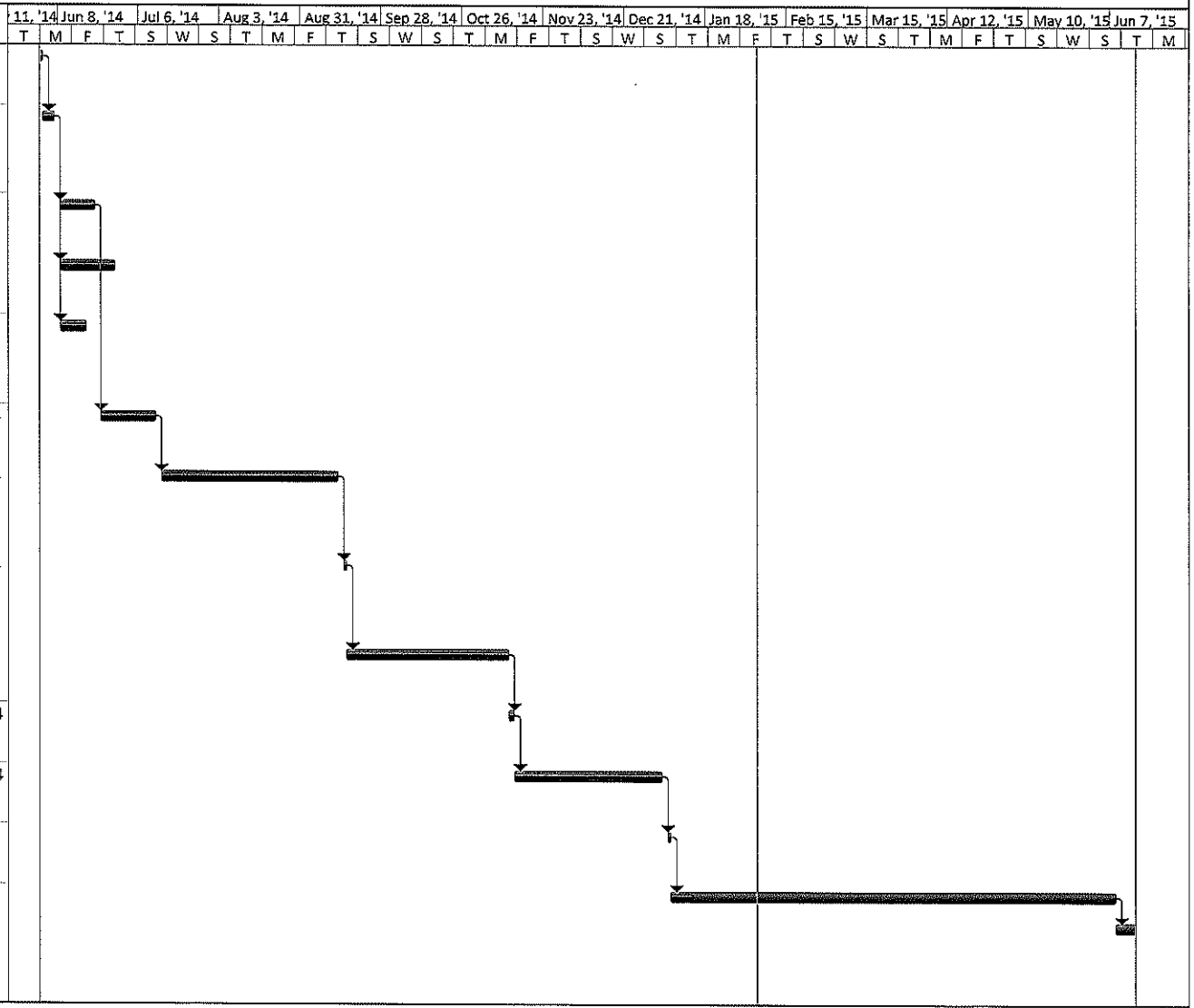
# Attachment Number Three

Project Task Schedule

Work Authorzation Number AMA-GSTA05-2A

City of Joplin, Department of Economic Development, Project No. GSTA05

| ID | Task Mode | Task Name | Duration | Start |
|---|---|---|---|---|
| 1 | | Project Coordination Meeting with City Staff | 1 day | Mon 6/2/14 |
| 2 | | Preparation and identification of Project areas | 4 days | Tue 6/3/14 |
| 3 | | Survey and Data Collection | 10 days | Mon 6/9/14 |
| 4 | | Hydrologic Data and Analysis of project areas | 15 days | Mon 6/9/14 |
| 5 | | Preparation of Environmental Documents | 7 days | Mon 6/9/14 |
| 6 | | Preliminary Design of Selected Project Areas | 15 days | Mon 6/23/14 |
| 7 | | Preparation of Preliminary Plans and Cost Estimates | 45 days | Mon 7/14/14 |
| 8 | | Meeting with City Staff to Evaluate and Prioritize Projects | 1 day | Mon 9/15/14 |
| 9 | | Final Plan Production of Selected Project Areas | 40 days | Tue 9/16/14 |
| 10 | | Final Approval by City Staff | 2 days | Tue 11/11/14 |
| 11 | | Bidding, Evaluation and Project Award | 37 days | Thu 11/13/14 |
| 12 | | Preconstruction Meeting | 1 day | Mon 1/5/15 |
| 13 | | Construction of Projects | 110 days | Tue 1/6/15 |
| 14 | | Final Inspection and Project Closeout Documentation | 5 days | Tue 6/9/15 |




Project: Project Time Line GSTA05
Date: Thu 2/5/15

| | | | |
|---|---|---|---|
| Task | External Tasks | Manual Task | Finish-only |
| Split | External Milestone | Duration-only | Deadline |
| Milestone | Inactive Task | Manual Summary Rollup | Progress |
| Summary | Inactive Milestone | Manual Summary | |
| Project Summary | Inactive Summary | Start-only | |

ALLGE-1 OP ID: BC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Insurancenter
2901 Arizona Ave
Joplin, MO 64804
J. Scott Brothers

CONTACT NAME: Cristi Becker
PHONE (A/C, No, Ext): 800-444-8675 FAX (A/C, No): 417-623-0902
E-MAIL ADDRESS: cbecker@theinsurancenter.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Transportation Insurance Co | 20494 |
| INSURER B : American Casualty Company of | 20427 |
| INSURER C : Continental Casualty Company | 20443 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Allgeier,Martin & Associates Inc
P O Box 2627
Joplin, MO 64803-2627

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| B | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC | X | | 1063177197 | 12/08/2014 | 12/08/2015 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ | 1,000,000<br>100,000<br>5,000<br>1,000,000<br>2,000,000<br>2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | X | | 1063177202 | 12/08/2014 | 12/08/2015 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (PER ACCIDENT) | $<br>$<br>$<br>$ | 1,000,000 |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | X | | 1062449393 | 12/08/2014 | 12/08/2015 | EACH OCCURRENCE<br>AGGREGATE | $<br>$ | 5,000,000<br>5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 1063177216 | 12/08/2014 | 12/08/2015 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ | 1,000,000<br>1,000,000<br>1,000,000 |
| C | Professional Liab | | | AEH008212765 | 10/01/2014 | 10/01/2015 | Per Claim<br>Aggregate | | 2,000,000<br>2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Work Authorization No.3A - Street Reconstruction/Drainage Improvements 15th St & Range Line Rd & Texas Ave; Highview Ave 14th & 16th St; Culvert Replacement on Davis Blvd N of 25th St;Drainage Ditch Imp along KC Southern RR ROW Range Line & Arizona ;G140331D 0113: G15115-A 1089:SCA23500D 1011:G-300660A 0608: G140428A 1001: GSL2231XX 1005:G20472A 1093: G15057C 0605

**CERTIFICATE HOLDER**

CITJO01

City of Joplin
Public Works
602 South Main
Joplin, MO 64801

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cristi Becker

© 1988-2010 ACORD CORPORATION. All rights reserved.

**COUNCIL BILL NO. 2015-118 ORDINANCE NO**

AN ORDINANCE approving an agreement for Allgeier, Martin & Associates for One Hundred Seven Thousand Eight Hundred and no/100 Dollars ($107,800.00) for Consultant Services for the 15th & Highview Drainage System Repair and Replace project and containing an emergency clause.

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

Section 1. Approval of an agreement for Allgeier, Martin & Associates for One Hundred Seven Thousand Eight Hundred and no/100 Dollars ($107,800.00) for Consultant Services for the 15th & Highview Drainage System Repair and Replace project in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance.

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

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

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney