COUNCIL AGENDA
Monday, June 5, 2017
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Segal Consulting To Present The City Of Joplin's Health Strategy Initiative And To Discuss The Reserve Policy Guide And Recommendations.

      Documents:

      CITY OF JOPLIN- HEALTH STRATEGY INITIATIVE JUN 5 2017.PDF
      CITY OF JOPLIN- LTR UPDATE RE RESERVE POLICY DISC GUIDE AND RECS (RD SNT 17MAY2017).PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Request To Address Council

      Request from Jerod Horn, Civil Air Patrol, 1001 NW Murphy Blvd, is requesting for a city sponsorship for a barrier-free facility.

7. **Public Hearings**

   1. Public Hearing Procedures

   2. COUNCIL BILL NO 2017-265
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located 2925 East 14th Street in the City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2017-265 MINUTES.PDF
      CB 2017-265 SUMMARY.PDF
      CB 2017-265.PDF
      017-17 RZ 2925 E 14TH REPORT.PDF

8. **Consent Agenda**

   1. City Council Meeting Minutes May 15, 2017

      Documents:

      MAY 15 CC MINS.PDF

   2. COUNCIL BILL No. 2017-261
      AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Transystems Corporation for Transportation Planning Services relating to the update of the Joplin Area Transportation Study Organization's Bicycle and Pedestrian Transportation Plan; authorizing the City Manager to execute said Agreement for the City.

9. **Resolutions**

   1. RESOLUTION 2017-007
      A RESOLUTION authorizing the Director of Public Works to sign documentation for the City of Joplin with the Environmental Protection Agency and the Department of Natural Resources; and to authorize the Director of Public Works to furnish all required documentation

      Documents:

      SUMMARY SHEET FOR RS 2017-007 APPLICATION WITH EPA AND DNR.PDF
      COUNCIL BILL RS 2017-007 APPLICATION WITH EPA AND DNR.PDF

10. Ordinances - Emergency

1. Council Bill No. 2017-137

   AN ORDINANCE authorizing the City of Joplin to enter into an agreement with G & G Construction Co. Inc. for the purpose of Shoal Creek WWTP trickling filter renovation for the not to exceed price of Eight Hundred Sixty-Five Thousand Four Hundred Three and 00/100 Dollars ($865,403.00); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

   Documents:

   CB2017-137.PDF

2. Council Bill No. 2017-138

   AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Crews Construction Inc. for the purpose of Turkey Creek WWTP Anaerobic Digester Repairs for the not to exceed price of Four Hundred Eighty-Two Thousand Six Hundred Three and 00/100 Dollars ($482,600.00); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

   Documents:

   CB2017-138.PDF

3. COUNCIL BILL NO 2017-140
   AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Hunter Chase & Associates for construction of storm water improvements in the area of Delaware Ave 15th to 18th Street for the not to exceed price of Five Hundred Thirty-Seven Thousand Three Hundred Ten and 00/100 Dollars ($537,310.00); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

   Documents:

   SUMMARY SHEET CB 2017- 140 DELAWARE AVENUE 2ND.PDF
   DELAWARE EXHIBIT 2.PDF
   DELAWARE CONTRACT 2.PDF
   CO 1 - DELETE 18TH TO 20TH.PDF
   CB DELAWARE 2017-140.PDF

4. COUNCIL BILL 2017-141
   AN ORDINANCE approving Work Authorization with Allgeier Martin & Associates Inc. in the not to exceed amount of Sixty-Eight Thousand Nine Hundred Seventy Six and No/100 Dollars ($68,976.00) for engineering Construction and management phase services associated with the Trickling Filter for the Shoal Creek Wastewater Treatment Facility and containing an emergency clause.

   Documents:

   CB 2017-141_SUMMARY SHEET TRICKLING-AMA.PDF
   COMPLETE WAA AMA-OC-005-AMA.PDF
   AMA MANPOWER PROJECTION FEE BREAKDOWN 5-25-2017.PDF
   CB2017-141-COUNCIL BILL.PDF

5. COUNCIL BILL NO. 2017-370
   AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area and located at 512 S. Jackson in the City of Joplin, Missouri, for the amount of Three Thousand One Hundred Twenty Eight and 00/100 Dollars (3,128.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

   Documents:

   CB 2017-370 BID.PDF
   CB 2017-370 PICTURES.PDF
   CB 2017-370 SUMMARY.PDF
   CB 2017-370.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO 2017-262
   AN ORDINANCE requesting to review the Final Plat of THE WOODLANDS Plat 3, located 350ft.

East of 33rd Street and John Duffy Drive in the City of Joplin, Jasper County, Missouri.

Documents:

014-17 FPLAT WOODLANDS 3 REPORT.PDF
CB 2017-262 MINUTES.PDF
CB 2017-262 SUMMARY.PDF
CB 2017-262.PDF

2. COUNCIL BILL NO. 2017-263
AN ORDINANCE requesting to review the Final Plat of THE WOODLANDS Plat 4, located 650ft. East of 33rd Street and John Duffy Drive in the City of Joplin, Jasper County, Missouri.

Documents:

CB 2017-263 MINUTES.PDF
CB 2017-263 SUMMARY.PDF
CB 2017-263.PDF
015-17 FPLAT WOODLANDS 4 REPORT.PDF

3. COUNCIL BILL NO. 2017-264
AN ORDINANCE requesting to review the Final Plat of TWIN HILLS Plat 3, located at 26th Street and Jimmy Weaver Drive in the City of Joplin, Jasper County, Missouri.

Documents:

016-17 FPLAT TWIN HILLS 3 REPORT.PDF
CB 2017-264 MINUTES.PDF
CB 2017-264 SUMMARY.PDF
CB 2017-264.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2017-509
AN ORDINANCE approving the job description for Utility Billing Supervisor and the placement of the position within the Salary Administration Plan for the City of Joplin.

13. Unfinished Business

14. New Business

1. Approval For Out Of Class Pay For Assistant City Clerk
2. Appointments And Reappointments To Boards And Commissions
3. News From The PIO

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)






Health Strategy Initiative

June 5, 2017

City of Joplin

Segal Consulting

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Discussion Objectives

- 2016 and 2017 YTD financial statements
- Projected vs. Actual Income and Expense
  - Twelve-Month Period Ending December 31, 2016
  - Three-Month Period Ending March 31, 2017
- Anthem 2016 and 2017 YTD claims, enrollment and utilization summaries

2016 Financial Statement

	January	February	March	April	May	June	July	August	September	October	November	December	Year to Date
Beginning Balance	$2,046,544[1]	$1,872,919	$1,882,503	$1,788,213	$1,887,918	$2,059,208	$2,019,043	$2,158,037	$2,049,320	$1,930,654	$1,954,332	$2,002,381	$2,046,544
Income													
City Contributions	$356,307	$354,407	$344,725	$356,833	$361,461	$354,767	$352,266	$353,440	$358,818	$351,149	$347,993	$384,510	$4,276,676
Employee Contributions[2]	102,878	99,505	98,628	101,902	99,451	106,154	100,635	102,073	100,403	93,509	104,888	108,565	1,218,592
Interest Income	0	0	0	0	0	1,167	0	0	0	2,068	0	0	3,235
Total	$459,185	$453,912	$443,353	$458,735	$460,912	$462,088	$452,901	$455,513	$459,221	$446,726	$452,881	$493,075	$5,498,503
Expense													
Medical[3]	$362,593	$246,207	$359,957	$158,721	$104,098	$320,557	$110,769	$388,145	$381,288	$233,640	$224,012	$224,320	$3,114,308
Stop Loss Reimbursements	0	0	0	0	0	0	0	0	(3,482)	(12)	(5)	(654)	(4,153)
Prescription Drug[3]	117,907	90,825	80,566	103,634	86,325	82,811	103,510	81,305	97,856	86,396	84,823	99,200	1,115,158
Dental Premium	26,380	26,572	26,234	26,190	26,767	26,830	26,048	25,942	26,310	26,174	25,622	25,710	314,780
Vision Premium	3,371	3,390	3,408	3,388	3,380	3,455	3,385	3,351	3,463	3,423	3,374	3,330	40,718
Life Premium	6,382	6,438	6,370	6,494	6,531	6,543	6,545	6,495	6,504	6,565	6,512	6,361	77,740
Stop-Loss Premium	38,474	38,008	38,205	37,168	38,191	38,394	37,961	37,758	37,378	38,035	37,073	37,493	454,138
Medical Administration	20,904	20,549	20,868	19,910	20,588	20,828	20,668	20,429	20,070	21,107	20,588	20,469	246,978
Special Events & Promotions	391	423	25	690	909	0	0	805	0	489	0	5	3,737
ACA Fees	56,408	0	0	0	0	1	2,771	0	0	0	0	0	59,180
Administration[4]	0	11,917	2,010	2,833	2,833	2,833	2,250	0	8,500	7,231	2,833	2,833	46,074
Total	$632,810	$444,329	$537,643	$359,030	$289,622	$502,253	$313,907	$564,230	$577,887	$423,048	$404,832	$419,067	$5,468,658
Operating Surplus/(Deficit)	($173,625)	$9,584	($94,290)	$99,706	$171,290	($40,165)	$138,994	($108,717)	($118,666)	$23,678	$48,049	$74,008	$29,845
Ending Balance	$1,872,919	$1,882,503	$1,788,213	$1,887,918	$2,059,208	$2,019,043	$2,158,037	$2,049,320	$1,930,654	$1,954,332	$2,002,381	$2,076,389	$2,076,389
Active/COBRA Lives	508	511	506	506	506	505	507	502	510	512	511	506	508
Retiree Lives	8	8	7	8	8	8	8	9	9	8	6	6	8
Total	516	519	513	514	514	513	515	511	519	520	517	512	516

[1] *Adjusted based on reconciliation to audited statements.*

[2] *Employee contributions include Retiree and COBRA contributions.*

[3] *Based on financial statements received from City of Joplin personnel. Reported medical and prescription drug payments are combined on the financial statements received from the City.*

[4] *Administration Expense includes "Equipment Operating" line item from financial statements.*

2017 YTD Financial Statement

	January	February	March	Year to Date
Beginning Balance	$2,076,389	$2,112,430	$2,180,225	$2,076,389
Income				
City Contributions	$382,789	$388,721	$393,140	$1,164,650
Employee Contributions[1]	105,030	105,769	113,827	324,626
Interest Income[2]	1,205	0	0	1,205
Total	$489,024	$494,490	$506,967	$1,490,481
Expense				
Medical[3]	$247,651	$232,680	$291,957	$772,288
Stop Loss Reimbursements	0	0	0	0
Prescription Drug[3]	91,332	91,422	111,429	294,183
Dental Premium	25,355	25,116	25,577	76,048
Vision Premium	3,240	3,276	3,299	9,815
Life Premium	6,446	6,417	6,425	19,288
Stop-Loss Premium	41,314	40,419	41,054	122,787
Medical Administration	20,799	21,125	21,290	63,214
Special Events & Promotions	108	2,832	1,708	4,648
ACA Fees	13,905	0	0	13,905
Administration[4]	2,833	3,408	12,038	18,279
Total	$452,983	$426,695	$514,777	$1,394,455
Operating Surplus/(Deficit)	$36,041	$67,795	($7,810)	$96,026
Ending Balance	$2,112,430	$2,180,225	$2,172,415	$2,172,415
Active/COBRA Lives	504	506	509	506
Retiree Lives	6	8	8	7
Total	510	514	517	513

[1] *Employee contributions include Retiree and COBRA contributions.*

[2] *Interest Income includes "Other Income" line item from financial statements.*

[3] *Based on financial statements received from City of Joplin personnel. Reported medical and prescription drug payments are combined on the financial statements received from the City.*

[4] *Administration Expense includes "Equipment Operating" and "Building Improvements" line item from financial statements.*

Projected vs. Actual Income and Expense
Twelve-Month Period Ending December 31, 2016

	Projected		Actual		% Difference	
Income	**PEPM**	**12 Mo. Total**	**PEPM**	**12 Mo. Total**	***PEPM***	***12 Mo. Total***
City Contributions	$693.92	$4,263,500	$690.68	$4,276,676	*-0.5%*	*0.3%*
Employee Contributions[1]	198.35	1,218,700	196.80	1,218,592	*-0.8%*	*0.0%*
Interest Income	NP	NP	0.52	3,235		
Total Income	$892.27	$5,482,200	$888.00	$5,498,503	*-0.5%*	*0.3%*
Expense						
Medical[2]	$512.49	$3,148,700	$502.29	$3,110,155	*-2.0%*	*-1.2%*
Prescription Drug	188.76	1,159,700	180.10	1,115,158	*-4.6%*	*-3.8%*
Dental Premium	51.43	316,000	50.84	314,780	*-1.2%*	*-0.4%*
Vision Premium	6.57	40,400	6.58	40,718	*0.1%*	*0.8%*
Life Premium	12.64	77,700	12.55	77,740	*-0.7%*	*0.1%*
Stop-Loss Premium	75.14	461,700	73.34	454,138	*-2.4%*	*-1.6%*
Medical Administration	45.40	278,900	39.89	246,978	*-12.1%*	*-11.4%*
ACA Fees[3]	6.07	37,300	9.56	59,180	*57.5%*	*58.7%*
Administration	NP	NP	8.04	49,811		
Total Expense	$898.50	$5,520,400	$883.19	$5,468,658	*-1.7%*	*-0.9%*
Operating Surplus (Deficit)	($6.23)	($38,200)	$4.81	$29,845		
Active	504		508			
Retiree and COBRA	8		8			
Total Employees[4]	**512**		**516**			

[1] *Includes Retiree/COBRA contributions.*

[2] *Net of stop-loss reimbursements.*

[3] *The 2016 ACA Fees were projected on an incurred basis.*

[4] *Total may vary from Anthem data due to rounding.*

NP = Not Projected

Projected vs. Actual Income and Expense
Three-Month Period Ending March 31, 2017

	Projected		Actual		% Difference	
Income	**PEPM**	**3 Mo. Total**	**PEPM**	**3 Mo. Total**	***PEPM***	***3 Mo. Total***
City Contributions	$771.04	$1,184,300	$756.76	$1,164,650	*-1.9%*	*-1.7%*
Employee Contributions[1]	218.06	334,900	210.93	324,626	*-3.3%*	*-3.1%*
Interest Income	NP	NP	0.78	1,205		
Total Income	$989.10	$1,519,200	$968.47	$1,490,481	*-2.1%*	*-1.9%*
Expense						
Medical[2]	$580.28	$891,300	$501.81	$772,288	*-13.5%*	*-13.4%*
Prescription Drug	208.91	320,900	191.15	294,183	*-8.5%*	*-8.3%*
Dental Premium	51.43	79,000	49.41	76,048	*-3.9%*	*-3.7%*
Vision Premium	6.57	10,100	6.38	9,815	*-2.9%*	*-2.8%*
Life Premium	12.64	19,400	12.53	19,288	*-0.9%*	*-0.6%*
Stop-Loss Premium	81.90	125,800	79.78	122,787	*-2.6%*	*-2.4%*
Medical Administration	46.60	71,600	41.07	63,214	*-11.9%*	*-11.7%*
ACA Fees[3]	0.47	700	9.04	13,905	*1823.4%*	*1886.4%*
Administration	NP	NP	14.90	22,927		
Total Expense	$988.80	$1,518,800	$906.07	$1,394,455	*-8.4%*	*-8.2%*
Operating Surplus (Deficit)	$0.30	$400	$62.40	$96,026		
Active	504		506			
Retiree and COBRA	8		7			
Total Employees[4]	**512**		**513**			

[1] *Includes Retiree/COBRA contributions.*

[2] *Net of stop-loss reimbursements.*

[3] *The 2017 ACA Fees were projected on an incurred basis.*

[4] *Total may vary from Anthem data due to rounding.*

NP = Not Projected

2016 & 2017 YTD Enrollment Split

	2016											
	January	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**
Members												
Employee	238	243	238	236	237	236	240	237	247	251	249	247
Employee & Spouse/Dependent	88	84	82	86	82	84	84	84	82	80	80	80
Employee & Child/Children	84	89	86	90	91	90	84	84	84	85	84	76
Family	856	847	852	851	853	855	857	852	848	841	841	833
Total	**1,266**	**1,263**	**1,258**	**1,263**	**1,263**	**1,265**	**1,265**	**1,257**	**1,261**	**1,257**	**1,254**	**1,236**
Subscribers												
Employee	238	243	238	236	237	236	240	237	247	251	249	247
Employee & Spouse/Dependent	44	42	41	43	41	42	42	42	41	40	40	40
Employee & Child/Children	29	31	30	32	32	31	29	29	29	29	29	28
Family	205	203	204	203	204	204	204	203	202	200	199	197
Total	**516**	**519**	**513**	**514**	**514**	**513**	**515**	**511**	**519**	**520**	**517**	**512**

	2017											
	January	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**
Members												
Employee	245	248	250									
Employee & Spouse/Dependent	90	90	90									
Employee & Child/Children	87	92	96									
Family	806	803	803									
Total	**1,228**	**1,233**	**1,239**									
Subscribers												
Employee	244	247	249									
Employee & Spouse/Dependent	45	45	45									
Employee & Child/Children	31	32	33									
Family	190	190	190									
Total	**510**	**514**	**517**									

2016 & 2017 YTD Medical Claims and Enrollment Summary

Month	Sum of Paid Medical Claims [1]	Number of Lives	Number of Employees	Paid Medical Claims Per Life Per Month	Paid Medical Claims Per Employee Per Month
January – 2016	$437,332	1,266	516	$345.44	$847.54
February	$228,610	1,263	519	$181.01	$440.48
March	$285,859	1,258	513	$227.23	$557.23
April	$150,368	1,263	514	$119.06	$292.54
May	$154,485	1,263	514	$122.32	$300.55
June	$253,523	1,265	513	$200.41	$494.20
July	$219,629	1,265	515	$173.62	$426.46
August	$503,843	1,257	511	$400.83	$985.99
September	$267,099	1,261	519	$211.82	$514.64
October	$175,020	1,257	520	$139.24	$336.58
November	$304,514	1,254	517	$242.83	$589.00
December	$216,827	1,236	512	$175.43	$423.49
Total – 2016	**$3,197,109**	**1,259**	**515**	**$211.62**	**$517.33**
January – 2017	$214,430	1,228	510	$174.62	$420.45
February	$225,141	1,233	514	$182.60	$438.02
March	$272,183	1,239	517	$219.68	$526.47
YTD - 2017	**$711,754**	**1,233**	**514**	**$192.42**	**$461.58**

[1] *As reported by Anthem*

2016 & 2017 YTD Prescription Drug Claims and Enrollment Summary

Month	Sum of Paid Rx Claims	Number of Lives	Number of Employees	Paid Rx Claims Per Life Per Month	Paid Rx Claims Per Employee Per Month
January – 2016	$117,907	1,266	516	$93.13	$228.50
February	$90,825	1,263	519	$71.91	$175.00
March	$80,566	1,258	513	$64.04	$157.05
April	$103,634	1,263	514	$82.05	$201.62
May	$86,325	1,263	514	$68.35	$167.95
June	$82,811	1,265	513	$65.46	$161.42
July	$103,510	1,265	515	$81.83	$200.99
August	$81,305	1,257	511	$64.68	$159.11
September	$97,856	1,261	519	$77.60	$188.55
October	$86,396	1,257	520	$68.73	$166.15
November	$84,823	1,254	517	$67.64	$164.07
December	$99,200	1,236	512	$80.26	$193.75
Total – 2016	**$1,115,158**	**1,259**	**515**	**$73.81**	**$180.45**
January – 2017	$91,332	1,228	510	$74.37	$179.08
February	$91,422	1,233	514	$74.15	$177.86
March	$111,429	1,239	517	$89.93	$215.53
YTD - 2017	**$294,183**	**1,233**	**514**	**$79.53**	**$190.78**

2016 & 2017 YTD Total Medical and Prescription Drug Claims and Enrollment Summary

Month	Sum of Total Paid Claims[1]	Number of Lives	Number of Employees	Total Paid Claims Per Lives Per Month	Total Paid Claims Per Employee Per Month
January – 2016	$555,239	1,266	516	$438.58	$1,076.04
February	$319,435	1,263	519	$252.92	$615.48
March	$366,425	1,258	513	$291.28	$714.28
April	$254,002	1,263	514	$201.11	$494.17
May	$240,810	1,263	514	$190.67	$468.50
June	$336,334	1,265	513	$265.88	$655.62
July	$323,139	1,265	515	$255.45	$627.45
August	$585,148	1,257	511	$465.51	$1,145.10
September	$364,955	1,261	519	$289.42	$703.19
October	$261,416	1,257	520	$207.97	$502.72
November	$389,337	1,254	517	$310.48	$753.07
December	$316,027	1,236	512	$255.69	$617.24
Total – 2016	**$4,312,267**	**1,259**	**515**	**$285.43**	**$697.78**
January – 2017	$305,762	1,228	510	$248.99	$599.53
February	$316,563	1,233	514	$256.74	$615.88
March	$383,612	1,239	517	$309.61	$742.00
YTD - 2017	**$1,005,937**	**1,233**	**514**	**$271.95**	**$652.36**

[1] *As reported by Anthem*

Anthem Three Year Utilization Summary

	Prior Period (2 years): April 2014 - March 2015	Prior Period (1 year): April 2015 - March 2016	Current Period: April 2016 - March 2017
Admissions/Visits/Services by Provider Type			
Inpatient facility (admissions)	80	94	64
Outpatient facility (visits)	2,060	2,052	1,958
Professional (services)	19,050	19,509	19,662
Paid Claims by Provider Type[1]			
Inpatient facility	$916,848	$1,125,073	$657,378
Outpatient facility	$780,713	$1,047,576	$1,028,694
Professional	$1,590,256	$1,478,835	$1,270,990
Total	**$3,287,817**	**$3,651,484**	**$2,957,062**

[1] Paid claims do not reflect stop-loss reimbursements

Enrollment and Claims

Enrollment and Claims Metrics	Baseline			
Indicator	**2014**	**2015**	**2016**	**YTD 2017 [1]**
Average Enrolled Participants				
Total - Enrolled Subscribers	517	522	515	514
Total - Enrolled Members	1,292	1,289	1,259	1,233
Paid Expenses[2]				
Total Paid Expenses (medical and prescription drug)	$4,232,637	$4,387,404	$4,312,267	$1,005,937
Paid Expenses - Per Subscriber Per Month	$682.24	$700.42	$697.78	$652.36
Paid Expenses - Per Member Per Month	$273.00	$283.64	$285.43	$271.95

[1] Through March 31, 2017

[2] Paid expenses do not reflect stop-loss reimbursements

Segal Consulting

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rdonahue@segalco.com

May 15, 2017

Via E-Mail

Ms. Leslie Haase
Finance Director
City of Joplin, MO
602 South Main Street
Joplin, MO 64801

Re: **City of Joplin Missouri – Reserve Policy Discussion Guide and Recommendations**

Dear Leslie:

It is important for organizations that self-insure their health benefits, as the City of Joplin (the City) does, to maintain adequate reserves to cover unpaid claim liabilities and insulate them from other unforeseen events that can destabilize financial security. Being appropriately reserved increases the City's ability to meet current and future cash flow demands and future benefit obligations. Moreover, adequate reserves will allow the City to "smooth out" premium increases dictated by the underwriting cycle. Therefore, we have prepared the following reserve discussion guide.

This report is organized into three sections:

- Reserve Categories which describes each reserve type and explains its purpose;
- Comparison of Current Assets and Recommended Reserves; and
- Reserve Policy Guidelines.

Reserve Categories

Incurred But Not Reported Reserve (IBNR)

Claims that have been incurred but not yet paid are recorded as an obligation by the City. This obligation is called the IBNR. The IBNR reserve represents an estimate of the liability at the end of the fiscal year of claims that have already been submitted, but for which payment has not been made, and incurred claims that have not yet been submitted. For the City, this IBNR amount is comprised of self-funded medical and prescription drug benefit reserves.

Segal calculates these reserves based on formulas representative of reasonable levels of such claims as established by industry standards. The standards are based upon insurance companies' studies, lag studies, and actuarial assumptions. The formulas may vary depending upon plan design, specific lag studies, and claims backlog data.

Claims Fluctuation Reserve

The claims fluctuation reserve protects against unpredictable claim fluctuations beyond expected claim levels. Some reasons that claims exceed expected claims levels are due to:

- A small number of very large claims that occur randomly;
- federal action, such as legislation and Medicare/Medicaid cost shifting;
- state action, such as mandated benefits and excise taxes;
- plan sponsor action, such as coverage of costly experimental procedures or drugs and non-contractual payments;
- new technology or treatments;
- natural disasters;
- acts of terrorism;
- medical inflation significantly higher than expected;
- or an influx of new participants that are not as healthy as average.

Segal recommends the claims fluctuation reserve be established for any entity with self-funded benefits.

Segal calculates this reserve using actuarially-accepted methods based on several factors such as benefit level, amount of stop-loss protection, number of participants and number of years of claims experience used for the projection.

The appropriate claim fluctuation reserve for the City is estimated to be approximately 51% of the health fund's self-funded claim expenses. This amount is expected to cover fluctuations in claims experience in 95 percent of all years.

Economic Reserve

The purpose of the economic reserve is to cover income revenue shortfalls due to a national or regional recession. For plans with significant levels of assets and investment income, economic reserves can also cover revenue shortfalls due to lower than anticipated investment earnings.

An economic reserve may not be appropriate for the City based on the assumption that any significant revenue reductions would result in corresponding reductions in staff. In other words, a significant reduction in income would be offset by a corresponding reduction in expense. In addition, investment earnings are not a significant portion of income for the health fund.

Accumulated Eligibility

An accumulated eligibility reserve covers eligibility earned by active employees but not yet provided as of the end of period, commonly due to the lag between the earnings period and eligibility period for benefits.

Eligibility is provided on a monthly basis for city employees. If a participant is employed with the city as of the first of the month, then they are eligible for benefits for that month. As such, there is no eligibility lag and therefore, an accumulated eligibility reserve is not recommended.

Other Reserves

Other reserves can be established for protection from shortfalls in investment returns, and/or for specific programs with segregated assets such as health reimbursement and saving accounts, as well as retiree pre-funding programs.

Comparison of Current Assets and Recommended Reserves

The Segal recommendation for Target Reserves for the City includes reserves for IBNR and Claims Fluctuation. The following table estimates 2017 Target Reserves and compares them to the Fund Balance, as of December 31, 2016:

Comparison of Target Reserves to Fund Balance		
Estimated 2017 Target Reserves		
IBNR		$ 350,000
Claims Flucuation		$ 2,470,000
		$ 2,820,000
Fund Balance as of 12/31/2016		**$ 2,076,389**
Target Reserve Shortfall		**$ 743,611**
Ratio of Fund Balance to Target Reserves		**74%**

The 2017 Reserve Shortfall is estimated to be approximately $744,000 or 74% of Target Reserves. It is important to note that the Target Reserves are projected to increase at the assumed trend of self-funded claims or approximately 8% annually.

Reserve Policy Guidelines

As stated previously, the purpose of adequate reserves is to ensure the City's ability to meet current and future cash flow demands, future benefit obligations, and allow smoothing of annual premium increases. The process of smoothing premium increases involves the following adjustments, which correspond to the three distinct modes of a reserve cycle: building, maintaining, and drawing down reserves.

Reserve policy guidelines may be established to determine the appropriate adjustment in any given year. The recommended premium increase, and a published trend rate, can serve as a guide as to where a health fund stands in the reserve cycle. A typical scenario involves establishing a corridor around a published trend figure to determine if a premium increase is low, average, or high. For example, if the recommended premium increase is within 2 percent of the baseline trend, then the health fund is in the reserve maintenance corridor, and no premium adjustment needs to be made. If the recommended premium increase is above the target corridor, the City should consider drawing down reserves in order to reduce the premium increase. Conversely, if the recommended premium increase is below the target corridor, and there is currently an estimated reserve shortfall, the health fund should consider adding a load in order to build reserves.

Given that the City currently is well below the target reserves, the reserve guidelines could be as follows: Include a reserve load in years with low or standard premium increases, and forego adding a reserve load in years with high premium increases.

Depending on the amount of reserves the City deems appropriate, it will likely be necessary to build-up reserves incrementally over a number of years. The following table lists the City's current estimated reserve shortfall, the projected growth in Target Reserves for 2018 and the necessary premium loads to achieve the target level over 3, 5 and 7 year periods:

Reserve Build-Up Scenarios				
		Aggregate		Per Active Employee Per Month*
Estimated Reserve Shortfall (rounded up)	**$**	**750,000**	**$**	**122**
Growth in Target Reserves - 2018	$	226,000	$	37
Reserve Loads Based on Funding Horizon				
Over 3 Years	$	492,004	$	80
Over 5 Years	$	413,422	$	67
Over 7 Years	$	393,802	$	64

* Based on an assumed enrollment of 512

As mentioned previously, Target Reserves are projected to increase at an assumed trend rate of approximately 8%. For reference, the projected growth in Target Reserves over 2018 is included in the above table. The reserve loads over the 3 year, 5 year and 7 year horizons take into account the projected growth in Target Reserves. Estimation of the reserve shortfall, and whether to include a reserve load and the load amount, would be determined as part of the annual premium rating process.

The projections in this letter are estimates of future costs and are based on information available to Segal Consulting at the time the projections were made. Segal Consulting has not audited the information provided. Projections are not a guarantee of future results. Actual experience may differ due to, but not limited to, such variables as changes in the regulatory environment, local market pressure, healthcare trend rates and claims volatility. The accuracy and reliability of health projections decrease as the projection period increases. Segal Consulting's pricing guidance is not intended to provide legal advice. Issues involving the interpretation of laws/regulations should be referred to legal counsel for authoritative advice.

We hope that you find this discussion guide to be useful. If you have any questions, please let us know.

Sincerely,

Ruth Donahue
Vice President & Benefits Consultant

rd/dya: ram

5663920v3/13347.012

Case 017-17: 2925 East 14th Street – A request to rezone from R-1 (Single Family Residential) to C-1 (Neighborhood Commercial) for the expansion of O'Reilly's Automotive – Liz Dugger.

Jerrod Hogan, Anderson Engineering, 811 East 3rd Street, Joplin, Missouri, stated that this lot is directly behind O'Reilly's Automotive. It is also owned by O'Reilly's. It will line up with Chili's blocking off 14th Street. He has submitted a preliminary redevelopment plan showing the small 9' x 20' extension on the west side of the building along with fencing and a vegetative screen for a buffer.

Mr. Smith asked if the privacy wall will be expanded.

Mr. Hogan stated it will. Along with some tree planting on the east side of the privacy fence.

Mr. Smith asked if there were any other questions. There were none. Mr. Smith asked if anyone would like to speak in favor of this proposal?

Michael Pier, 2915 East 14th Street, Joplin, Missouri, stated that he is in favor of this because in order to finish off the fence O'Reilly needs that property to make it more uniform.

Mr. Duncan wanted to know where he lived in relation to O'Reilly's. Mr. Pier stated he lives about four (4) houses down. Mr. Duncan asked him if he was here in the Chili's matter. Mr. Pier was there. Mr. Duncan wanted to know how that was working out. Mr. Pier stated for the most part it has worked out well for the neighborhood.

Mr. Smith asked if anyone would like to speak in opposition to this proposal? There were not. The public hearing was closed.

MR. DUNCAN MOVED, SECONDED BY MR. CORTZ, THAT CASE 017-17 BE FORWARDED TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. SMITH, MR. DUNCAN, MR. CORTEZ, MR. BROWN, MR. DERMOTT AND MS. BRUECKNER-SEARS VOTING "AYE". (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 5, 2017

Item: COUNCIL BILL NO. 2017-265
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-265
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 05/08/17

Recommended Action: Planning and Zoning Commission recommended approval by a vote of 5 In favor, 2 Absent

SUMMARY/REQUEST:
Case 017-17: 2925 East 14th Street - A request to rezone from R-1 (Single Family Residential) to C-1 (Neighborhood Commercial) for the expansion of O'Reilly's Automotive – Liz Dugger.

STAFF SUMMARY:
This property consists of a 60 x 160 ft. lot in addition to a 30 x 25 ft. piece of vacated 14th Street right-of-way. This property is owned by O'Reilly's automotive who is proposing a building expansion in addition to additional parking. The proposed expansion is approximately 2,700 square feet on the west side of the building. There will be an additional nine parking spaces added on the south side of the building. Landscaping and screening would be required between the proposed commercial lot and adjacent residential zoning.

Staff recommends approval of Case 017-17.

PLANNING & ZONING COMMISSION TESTIMONY:

Jerrod Hogan, Anderson Engineering, 811 East 3rd Street, Joplin, Missouri, stated that this lot is directly behind O'Reilly's Automotive. It is also owned by O'Reilly's. It will line up with Chili's blocking off 14th Street. He has submitted a preliminary redevelopment plan showing the small 9' x 20' extension on the west side of the building along with fencing and a vegetative screen for a buffer.

Mr. Smith asked if the privacy wall will be expanded.

Mr. Hogan stated it will. Along with some tree planting on the east side of the privacy fence.

PUBLIC COMMENT:

Michael Pier, 2915 East 14th Street, Joplin, Missouri, stated that he is in favor of this because in order to finish off the fence O'Reilly needs that property to make it more uniform.

Mr. Duncan wanted to know where he lived in relation to O'Reilly's. Mr. Pier stated he lives about four (4) houses down. Mr. Duncan asked him if he was here in the Chili's matter. Mr. Pier was there. Mr. Duncan wanted to know how that was working out. Mr. Pier stated for the most part it has worked out well for the neighborhood.

P & Z Case 017-17
Liz Dugger
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-265 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located 2925 East 14th Street in the City of Joplin, Jasper County, Missouri.

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

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

ALL OF LOT SIXTY-NINE (69) IN CAMPBELLS FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, ALONG WITH THE PORTION OF THE NOW VACATED 14TH STREET BEING THE NORTH HALF OF SAID STREET RIGHT-OF-WAY LYING SOUTH AND ADJACENT TO THE EAST TWENTY-FIVE (26) FEET OF SAID LOT SIXTY-NINE (69), CAMPBELL'S FIRST ADDITION TO THE CITY OF JOPLIN.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: May 8, 2017
City Council Meeting: June 5, 2017

STAFF PLANNING REPORT
Rezoning

CASE 017-17 A request to rezone from R-1 (Single Family Residential) to C-1 (Neighborhood Commercial) for the expansion of O'Reilly's Automotive

LOCATION 2925 East 14th Street

APPLICANT Liz Dugger

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Residential	10,350 sq ft

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	C-1	C-3-PD	R-1
Land Use	Commercial	Commercial (O'Reilly's)	Commercial (Chili's)	Residential

FUTURE LAND USE

This area is designated as future retail/commercial in the City of Joplin's future land use map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Rangeline Road	Arterial	100'
Picher Avenue	Secondary	60'

UTILITIES Yes. Utilities – including City of Joplin sanitary sewer – run along 14th Street.

FLOOD PLAIN N/A – this property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes. This area is marked as future retail/commercial development in the Future Land Use map of the Comprehensive Plan.

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

Currently, part of this site is zoned R-1 and does not accommodate commercial expansion. It is within the future commercial corridor between Rangeline Road and Highview and abuts commercial property. Due to the vacation of 14th Street and construction of a fenced barrier between Rangeline and the residential neighborhood, this site is no longer ideal for residential use.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. O'Reilly's will be required to provide screening between this parcel and adjacent housing. Additionally, this rezoning would be aligned with the commercial rezoning of Chili's across 14th Street.

DISCUSSION

This property consists of a 60 x 160 ft lot in addition to a 30 x 25 ft piece of vacated 14th Street right-of-way. This property is owned by O'Reilly's automotive who is proposing a building expansion in addition to additional parking. The proposed expansion is approximately 2,700 square feet on the west side of the building. There will be an additional nine parking spaces added on the south side of the building. Landscaping and screening would be required between the proposed commercial lot and adjacent residential zoning.

Staff recommends approval of Case 017-17.

ATTACHMENTS

- Application
- Map
- Proposed site plan
- Proposed landscape plan
- Survey

PHOTOS



From west side of barrier looking toward O'Reilly's



From east side of barrier



0 130 260 520 780 1,040 Feet

Case 017-17: 2925 East 14th Street – A request to rezone from R-1 (Single-Family Residential) to C-1 (Neighborhood Commercial) for the expansion of O'Reilly's Automotive – Liz Dugger.

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES May 15, 2017

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

INVOCATION - read by City Clerk Barbara Hogelin

PLEDGE OF ALLEGIANCE to the United States of America –led by Joplin High School JROTC.

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

PRESENTATIONS
Proclamation recognizing Rob Chappel for his work after the 2011 Tornado. Rob and Kristi Chappel along with their four children accepted the Proclamation for Rob's work after the storm of 2011 that devastated Joplin.

Proclamation recognizing May as Military Appreciation Month. Over 21 branches of Armed services were recognized at the City Council meeting by Mayor Seibert and members of Council by designating May as Military Appreciation Month.

Proclamation recognizing May as National Bike Month. Mark Cox received the Proclamation recognizing May as National Bike Month.

Proclamation recognizing May as Historic Preservation Month. Mayor Seibert recognized May as Historic Preservation Month. Tyler Overstreet from the Planning Department was among those to represent the Historic Preservation.

Proclamation recognizing April 9th – 15th as National Public Safety Telecommunicator's Week. Police Chief Matt Stewart, Ben Jessip, Keith Rossland, Sloan Rowland, were among those to receive the Proclamation.

Proclamation recognizing May 15, 2017 as Police Officer's Memorial Day. Police Chief Matt Stewart and Assistant Chief received the Proclamation.

Proclamation recognizing May 7th – 13th as National Correctional Officer's Week. Police Chief Matt Stewart and Assistant Chief received the Proclamation.

Vision 2022 Presentation. Clifferd Wert and his team presented the report to the City Council.

FINALIZATION OF CONSENT AGENDA – Mr. Stanley moved Council Bill – 2017-255 to new business. There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS
Request from Jerod Horn, Civil Air Patrol, 1001 NW Murphy Blvd, is requesting for a city sponsorship for a barrier-free facility. Mr. Jerod Horn asked for his request to be heard at the June 5, 2017 City Council meeting.

Michael LaFerla, 3727 Spring Hill, Joplin, requests to address Council regarding bringing Missouri Mission of Mercy (MOMOM) a 2 day free dental clinic to Joplin this June 9 & 10th. Dr. Michael LaFerla stated a dental clinic will be available to Joplin on June 9 and June 10. He asked the city if additional police could be available and trolley as well. Dental clinic information is wwwmomom.org.

Mark Cox,1825 S. Main, requests to address Council regarding biking opportunities in Joplin and building additional trails. Mark Cox addressed Council about bike trails. The city manager will follow up with Mr. Cox regarding his concerns.

City Clerk Barbara Hogelin told the council that she had received an additional request since the agenda had been sent out. Motion by Mr. West, Second by Mr. Brown to allow the request from Mr. Stanley Walker of 3921, Northview Drive to address council. Motion carried, 9-0. Mr. Walker was not present when Mayor Seibert asked him to step up to the podium.

PUBLIC HEARINGS

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

Minutes of the May 1, 2017 Council Meeting

COUNCIL BILL NO. 2017-255 - AN ORDINANCE establishing grades and accepting the Plat of CEDAR POINT SUBDIVISION PLAT located Southwest Corner of South Even Avenue and West 26th Place, in the City of Joplin, Jasper County, Missouri. Ordinance No. 2017-071

COUNCIL BILL No. 2017-604 - This Council Bill seeks permission for the City Manager to sign an agreement between the City of Joplin and Design Workshop of Aspen, Colorado for the development of an Independent Tourism Study of the Greater Joplin Tourism Region. Ordinance No. 2017-072

RESOLUTIONS

Mr. Shaw introduced RESOLUTION NO. 2016-006 - A RESOLUTION authorizing the filing of a Ninth Partial Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program (Round 2); and authorizing the City Manager to execute said Partial Action Plan for and on behalf of the City of Joplin. Motion by Mr. Shaw, second by Mr. Stanley, that Resolution No. 2016-006 be approved. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stanley, Stinnett, West and Seibert 9. Nays: 0.

ORDINANCES – EMERGENCIES

Mr. West introduced COUNCIL BILL NO. 2017-130 - AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Dalton Killinger Construction for the 8th Street & Patterson Avenue Stormwater Improvement Project for the not to exceed price of $184,016.00 (One Hundred Eighty-Four Thousand Sixteen and no/100 Dollars); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. West, second by Mr. McCreary that Council Bill No. 2017-130 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-073**

Mr. Shaw introduced COUNCIL BILL NO. 2017-131 - AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Hunter Chase & Associates for the purpose of Construction of Storm Water Improvements in the area of Texas and Arizona Avenue 20th to 22nd for the not to exceed price of Five Hundred Thirty-Six Thousand Eight Hundred Twenty-Six and 00/100 Dollars ($536,826.00); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Shaw, second by Ms. Lewis that Council Bill No. 2017-131 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-074**

Mr. West introduced COUNCIL BILL NO. 2017-132 - AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Hunter Chase & Associates for the Construction of Storm Water Improvements in the area of Delaware Ave 15th to 20th Street for the not to exceed price of Five Hundred Thirty-Seven Thousand Three Hundred Ten and 00/100 Dollars ($537,310.00); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. West, second by Mr. Stanley that Council Bill No. 2017-132 be Tabled. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0.

Mr. Brown introduced COUNCIL BILL NO. 2017-133 - AN ORDINANCE approving a purchase order to International Truck and Engine Corporation in the amount of One Hundred Sixty-One Thousand One Hundred Fifteen and 07/100 Dollars ($161,115.07) in the City of Joplin, Missouri; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Brown, second by Ms. Lewis that Council

Bill No. 2017-133 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-075**

Mr. Stinnett introduced COUNCIL BILL NO. 2017-134 - AN ORDINANCE approving the Transportation Commission Cost Apportionment Agreement with Missouri Highway and Transportation Commission, for the construction of intersection improvements at 32nd & Connecticut Avenue; authorizing the City of Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. West that Council Bill No. 2017-134 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-076**

Mr. Stanley introduced COUNCIL BILL NO. 2017-135 - AN ORDINANCE approving the Transportation Commission Cost Apportionment Agreement with Missouri Highway and Transportation Commission, for the construction of intersection improvements at 32nd & Main Street; authorizing the City of Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Stinnett that Council Bill No. 2017-135 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-077**

Mr. McCreary introduced COUNCIL BILL NO. 2017-136 - AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Jeff Asbell Excavating and Trucking Inc. for the Safety Improvements of Railroad Crossings on Jackson & Sergeant Avenues South of 10th Street & 18th Street Between Illinois & Wisconsin Avenue for the not to exceed price of One Hundred Forty-Nine Thousand Nine Hundred Nine and 50/100 Dollars ($149,909.50); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. McCreary, second by Ms. Colbert-Kean that Council Bill No. 2017-136 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-078**

Mr. Stanley introduced COUNCIL BILL NO. 2017-510 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Stinnett that Council Bill No. 2017-510 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Stanley, Stinnett and West, 8. Nays: 0. Absent: 0. Abstention: 1, Shaw. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-079**

ORDINANCES – FIRST READING

Mr. Shaw introduced COUNCIL BILL No. 2017-261 - AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Transystems Corporation for Transportation Planning Services relating to the update of the Joplin Area Transportation Study Organization's Bicycle and Pedestrian Transportation Plan; authorizing the City Manager to execute said Agreement for the City.

Motion by Mr. Shaw, second by Mr. West that Council Bill No. 2017-261 be passed on First Reading and Advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was read as being Council Bill No. 2017-261

Mr. Stinnett introduced COUNCIL BILL NO. 2017-509 - AN ORDINANCE approving the job description for Utility Billing Supervisor and the placement of the position within the Salary Administration Plan for the City of Joplin. Motion by Mr. Stinnett, second by Mr. Shaw that Council Bill No. 2017 509 be passed on First Reading and Advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert Kean, Lewis, Shaw, Seibert, Stanley, Stinnett and West, 8. Nays: 1, McCreary. The Council Bill was read as being Council Bill No. 2017-509.

ORDINANCES – SECOND AND THIRD READING

Mr. Stanley introduced COUNCIL BILL NO. 2017-256 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located 2530 Picher Avenue in the City of Joplin, Jasper County, Missouri. Motion by Mr. Stanley, second by Mr. Stinnett that Council Bill No. 2017-256 by passed on Second Reading, Advanced to Third and Passed. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, Seibert, Shaw, Stanley, Stinnett and West, 8. Nays: 1, McCreary. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-080**

Mr. West introduced COUNCIL BILL NO. 2017-258 - AN ORDINANCE providing for the vacation of a 50' public right-of-way easement located at 27th Street between Cunningham Avenue and McCoy Avenue, in the City of Joplin, Jasper County, Missouri. Motion by Mr. West, second by Mr. Shaw that Council Bill No. 2017-258 by passed on Second Reading, Advanced to Third and Passed. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stinnett and West, 8. Nays: 0. Absent: 0. Abstention: 1, Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-081**

Mr. Shaw introduced COUNCIL BILL NO. 2017-259 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-O-PD and including in District R-3 property as described below and located Southwest Corner of 27th Street and McCoy Avenue in the City of Joplin, Jasper County, Missouri. Motion by Mr. Shaw, second by Mr. McCreary that Council Bill No. 2017-259 by passed on Second Reading, Advanced to Third and Passed. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stinnett and West, 8. Nays: 0. Absent: 0. Abstention: 1, Stanley. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-082**

Mr. Stanley introduced COUNCIL BILL NO. 2017-605 - AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Sprinturf, LLC for the purpose of installing synthetic turf at Joe Becker and Wendell Redden Baseball Stadiums for the not to exceed price of Four Hundred Sixty-One Thousand Three Hundred Sixty-Three and 00/100 Dollars ($461,363.00); amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016 177 on October 17, 2016; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin. Motion by Mr. Stanley, second by Mrs. Lewis that Council Bill No. 2017-605 be passed on Second Reading, Advanced to Third and Passed. Voting in favor were Council Members:

Brown, Lewis, Seibert, Shaw, Stanley and West, 6. Nays: 3, Colbert-Kean, McCreary, Stinnett. Absent: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2017-083**

UNFINISHED BUSINESS

NEW BUSINESS:
Declaration of excess property for 2014 South Porter Avenue. Motion by Mr. Stanley, second by Mr. West for declaration case 013-17 of excess property. Motion carried 9-0.

Mayor Seibert mentioned the city received the Joplin Area of Chamber of Commerce's 100th year award at the JACC annual banquet on May 18.

Mayor Seibert stated he attended the J.D. Byrider Auto Sales ribbon cutting on May 11.

Miranda Lewis was recognized with a State Proclamation at Mercy for her work from the tornado and with the city.

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021 (2) RSMo, as amended, 2016. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Motion by Mr. Stanley, second by Mr. Brown to go in closed session. Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. Absent: 0.

There being no further business the meeting adjourned at 9:13p.m.

Submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 5, 2017

Resolution No. 2017-007
Item: Filing of Application with the Environmental Protection Agency
Originating Department: PUBLIC WORKS ADMINISTRATION

Attachments: 1) Resolution No. 2017-007

Department Head: David Hertzberg	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter Edwards	Date:
City Manager: Sam Anselm	Date:

Recommended Action: Authorizing the Director of Public Works to sign documentation for the City of Joplin with the Environmental Protection Agency (EPA) and the Missouri Department of Natural Resources (DNR); and to authorize the Director of Public Works to furnish all documentation needed by the EPA and DNR as may be required by law.

Background: Upon the successful vote authorizing the City of Joplin to borrow funds from the State Revolving Fund Program, the application process began. This has resulted in various documents to be provided to the Environmental Protection Agency and the Missouri Department of Natural Resources in applying for funds needed for expansion of the City's wastewater treatment facilities. There were two Resolutions passed by Council in 2013 authorizing the Public Works Director to sign for a loan under the Federal Water Pollution Control Act as amended (33 U.S.C. 466, et seq.), and the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Clean Water Law (Section 644, RSMo).

Discussion: This resolution will replace Resolution 2013-28 passed October 7, 2013 by Council. This resolution authorizes David Hertzberg, P.E. Director of Public Works, to furnish such information as the Environmental Protection Agency and the Missouri Department of Natural Resources may reasonably request in connection with the application process, and to sign all necessary documents on behalf of the City of Joplin, and to furnish such assurances to the Environmental Protection Agency and the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the City of Joplin.

Recommendation: Approval to authorize the Director of Public Works to sign documentation for the City of Joplin with the Environmental Protection Agency and the Department of Natural Resources; and to authorize the Director of Public Works to furnish all required documentation.

RESOLUTION NO. 2017-007

A RESOLUTION authorizing the Director of Public Works to sign documentation for the City of Joplin with the Environmental Protection Agency and the Department of Natural Resources; and to authorize the Director of Public Works to furnish all required documentation.

WHEREAS, under the terms of the Federal Water Pollution Control Act, as amended, and the Revised Statutes of Missouri, the United States of America and the State of Missouri have authorized the making of loans to authorized applicants to aid in the construction of specific public projects.

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

Section 1. That David Hertzberg, Director of Public Works, is hereby authorized to execute, sign and file paperwork on behalf of the City of Joplin, Missouri, with the State of Missouri concerning loans taken by the city for the construction of:

Expansion of the Turkey Creek Wastewater Treatment Facility
Expansion of the Shoal Creek Wastewater Treatment Facility

Section 2. That the City Council is hereby authorizing the Director of Public Works, David Hertzberg to sign documentation for the City of Joplin with the Environmental Protection Agency and the Department of Natural Resources; and is authorizing the Director of Public Works to furnish all required documentation.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting City Clerk of the City of Joplin, Missouri, does hereby certify: That the attached resolution is a true and correct copy of the resolution adopted at a legally convened meeting of the City Council of the City of Joplin, Missouri, held on the _____ day of _____, 2017; and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this _____day of _____, 2017.

_____
Barbara L. Hogelin
City Clerk

(SEAL)

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 5, 2017
Council Bill No. 2017-137

Item: Agreement with G & G Construction Co, Inc., for Construction Services Associated with Replacement of Media for the Trickling Tower at the Shoal Creek Treatment Plant.

Originating Department: Public Works – Operations

Attachments: 1) Council Bill No. 2017-137
2) Bid Sheet

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

Recommended Action: Approval of a Construction Contract with G & G Construction, Inc. in the not to exceed amount of $865,403.00 for construction services associated with the Trickling Filter at the Shoal Creek Wastewater Treatment Facility.

Background: Part of the treatment process at the Shoal Creek Wastewater Treatment Plant are the Trickling Filters. These are large uncovered towers that utilize media to remove solids and Bio-Chemical Oxygen Demand (BOD) during the treatment process. The media collapsed in the north Trickling filter tower after being in service since 1985. The plant currently has the south Trickling Filter tower in use that had media replaced in 1997. The life expectancy of this type of equipment is 20 -30 years; this type of equipment/media has to be periodically replaced to ensure proper wastewater treatment and removal of solids and BOD.

Discussion: The firm of G & G Construction Company, Inc. was the lowest bid for construction services needed to accomplish this emergency maintenance project. The scope of work will include the preparation, removal and replacement of media for the north tower. This work will be funded from the Sanitary Sewer Fund and is an emergency.

Recommendation: City staff recommends approval of a construction contract with G & G Construction, Inc. for the not to exceed amount of $865,403.00 for construction services associated with Removal and Replacement of Media for the Trickling Filter at the Shoal Creek

Wastewater Treatment Facility be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

BID TABULATION

PROJECT: Shoal Creek WWTP Trickling Filter Renovations
DATE OF BID OPENING: May 11, 2017

CONTRACTOR	BID
G &G Construction	865,403.00
BRB Contractors	906,000.00
Mc Clanahan Construction	1,245,000.00
Engineer Estimate	1,200,000

COUNCIL BILL NO. 2017-137 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with G & G Construction Co. Inc. for the purpose of Shoal Creek WWTP trickling filter renovation for the not to exceed price of Eight Hundred Sixty-Five Thousand Four Hundred Three and 00/100 Dollars ($865,403.00); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and G & G Construction Co. Inc. for the purpose of Shoal Creek WWTP trickling filter renovation for the not to exceed price of Eight Hundred Sixty-Five Thousand Four Hundred Three and 00/100 Dollars ($865,403.00) a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

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

Section 3. That the City hereby declares that this Ordinance dealing with a public improvement, is considered an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2017-137

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

_____

Leslie Haase, Director of Finance

NOTICE OF AWARD 00501

TO: G&G CONSTRUCTION COMPANY, INC.
P.O. BOX 863 (641 EAST JAVA)
CARTHAGE, MISSOURI 64836

PROJECT Description: SHOAL CREEK WWTP – TRICKLING FILTER RENOVATION

The OWNER has considered the BID submitted by you on May 11, 2017 for the above-described WORK in response to its Invitation to Bid, and Information for Bidders.

You are hereby notified that your BID has been accepted in the amount of Eight Hundred Sixty-Five Thousand Four Hundred Three Dollars and No Cents ($865,403.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2017 .

OWNER:

THE CITY OF JOPLIN, MISSOURI

By _____

Title: Director of Public Works

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

Title: President

this the _____ day of _____, 2017

AGREEMENT.....00500

CITY	CONTRACTOR
CITY OF JOPLIN	NAME: G&G CONSTRUCTION COMPANY, INC.
620 S. MAIN	ADDRESS: P.O. BOX 863 (641 EAST JAVA)
JOPLIN, MO 64801	CARTHAGE, MISSOURI 64836
PHONE: (417) 624-0820, EXT 500	PHONE: (417) 358-7898
FAX: (417) 625-4738	FAX: (417) 358-7699
ATTN: DAVID HERTZBERG, P.E.	ATTN: BUDDY GARNER, PRESIDENT
DEPT.: PUBLIC WORKS	

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by the parties identified above.

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

SHOAL CREEK WWTP – TRICKLING FILTER RENOVATION

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 180 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty-Two Thousand Seven Hundred Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Sixty-Two Thousand Seven Hundred Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Seven Hundred Sixty-Two Thousand Seven Hundred Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $865,403.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from

Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (10-13-2015 Revised Edition)
e. General Conditions of the Contract
f. Supplemental General Conditions
g. Special Conditions & Provisions
h. Proposal/Bid Document (to be attached to Contract for execution)
i. Contractor's Statement of Qualifications
j. Acknowledgment of Addenda
k. Performance Bond
l. Payment and Material Bond
m. Instructions to Bidders
n. Anti-Collusion Statement
o. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Eight Hundred Sixty Five Thousand Four Hundred Three and No Cents ($865,403.00), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

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

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

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

24. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: Buddy Garner

Title: President

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 5, 2017
Council Bill No. 2017-138

Item: Construction Contract with Crews Construction Inc., for Construction Services Associated with Rehabilitation and Maintenance of the Turkey Creek Treatment Plant Digesters.

Originating Department: Public Works – Operations

Attachments: 1) Council Bill No. 2017-138
2) Consultant Recommendation
3) Bid Sheet

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

Recommended Action: Approval of an agreement with Crews Construction Inc. in the not to exceed amount of $482,600.00 for construction services associated with the Digester Rehabilitation and Maintenance Project at the Turkey Creek Wastewater Treatment Facility.

Background: Part of the treatment process at the Turkey Creek Wastewater Treatment Plant are the anaerobic digesters. These are large covered tanks that are full of wastewater and by way of starving the wastewater of oxygen methane gas is produced and is used to mix the contents of the tanks, provides fuel for the boiler system to heat several of the WWTP buildings and any excess gas is then burned off. The equipment has to periodically be refurbished or replaced to ensure proper treatment of the wastewater. This project is being paid out of the Sanitary Sewer Fund and is the highest priority of the budgeted projects.

Discussion: The scope of work will include removal, hauling and disposal of sludge at the Primary and secondary digesters. Preparation, cleaning and refurbishment of the two (2) south anaerobic digester tanks and covers, replacement of the north anaerobic digester waster gas burner and replacement of four (4) sludge gas flowmeters.

Recommendation: City staff recommends approval of the agreement with Crews Construction Inc. for the not to exceed amount of $482,600.00 for construction services associated with Rehabilitation and Maintenance of Digesters at the Turkey Creek Wastewater

Treatment Facility be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

BID TABULATION

PROJECT: Turkey Creek WWTP Digester Repairs
DATE OF BID OPENING: May 11, 2017

CONTRACTOR	BID
Crews Construction	482,600.00
G & G Construction	519,436.00
McClanahan Construction	484,000.00
Engineers Estimate	500,000

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

May 12, 2017

Mr. Lynden Lawson
Assistant Director of Public Works for Operations
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: Joplin, Missouri
Turkey Creek WWTP Digester Repairs

Dear Mr. Lawson:

We have reviewed the three bids received on May 11, 2017 for the referenced project and hereby recommend award of the contract to Crews Construction, Inc. in the amount of $482,600.00. Crews appears to be capable of obtaining the necessary bonds and insurance, and completing the project as specified.

I have enclosed a copy of the Tabulation of Bids and Crews' bid documents for your files.

Please notify if you have any questions.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Dean A. Willis

Dean A. Willis, P.E.
President

COUNCIL BILL NO. 2017-138 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Crews Construction Inc. for the purpose of Turkey Creek WWTP Anaerobic Digester Repairs for the not to exceed price of Four Hundred Eighty-Two Thousand Six Hundred Three and 00/100 Dollars ($482,600.00); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Crews Construction Inc. for the purpose of Turkey Creek WWTP Anaerobic Digester Repairs for the not to exceed price of Four Hundred Eighty-Two Thousand Six Hundred Three and 00/100 Dollars ($482,600.00) a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

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

Section 3. That the City hereby declares that this Ordinance dealing with a public improvement, is considered an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2017-138

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

_____

Leslie Haase, Director of Finance

NOTICE OF AWARD 00501

TO: CREWS CONSTRUCTION, INC.
17603 KEISHA DRIVE
NEOSHO, MISSOURI 64850-8551

PROJECT Description: TURKEY CREEK WWTP – ANAEROBIC DIGESTER REPAIRS

The OWNER has considered the BID submitted by you on May 11, 2017 for the above-described WORK in response to its Invitation to Bid, and Information for Bidders.

You are hereby notified that your BID has been accepted in the amount of Four Hundred Eighty Two Thousand Six Hundred Dollars and No Cents ($482,600.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2017.

OWNER:

THE CITY OF JOPLIN, MISSOURI

By _____

Title: Director of Public Works

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

Title President

this the _____ day of _____, 2017

AGREEMENT.....00500

CITY	CONTRACTOR
CITY OF JOPLIN	NAME: CREWS CONSTRUCTION, INC.
620 S. MAIN	ADDRESS: 17603 KEISHA DRIVE
JOPLIN, MO 64801	NEOSHO, MISSOURI 64850-8551
PHONE: (417) 624-0820, EXT 500	
FAX: (417) 625-4738	PHONE: (417) 451-5433
ATTN: DAVID HERTZBERG, P.E.	FAX: (417) 451-9333
DEPT.: PUBLIC WORKS	ATTN: PAUL S. CREWS, PRESIDENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by the parties identified above.

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

TURKEY CREEK WWTP – ANAEROBIC DIGESTER REPAIRS

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 120 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty-Two Thousand Seven Hundred Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Sixty-Two Thousand Seven Hundred Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Seven Hundred Sixty-Two Thousand Seven Hundred Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $482,600.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's

failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

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

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

13. Liability and Indemnity.

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

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

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law,

to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (10-13-2015 Revised Edition)
e. General Conditions of the Contract
f. Supplemental General Conditions
g. Special Conditions & Provisions
h. Proposal/Bid Document (to be attached to Contract for execution)
i. Contractor's Statement of Qualifications
j. Acknowledgment of Addenda
k. Performance Bond
l. Payment and Material Bond
m. Instructions to Bidders
n. Anti-Collusion Statement
o. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Four Hundred Eighty-Two Thousand Six Hundred Dollars and No Cents ($482,600.00) , said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

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

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

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

24. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

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

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

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

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: Paul S. Crews

Title: President

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, Public Works Director

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 5, 2017
Council Bill No. 2017-140

Item: Construction Contract with Hunter Chase & Associates for the Construction of Storm Water Improvements on Delaware Ave 15th to 18th Street.
Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Location Map
3) Contract
4) Change Order #1
5) Council Bill No. 2017-140

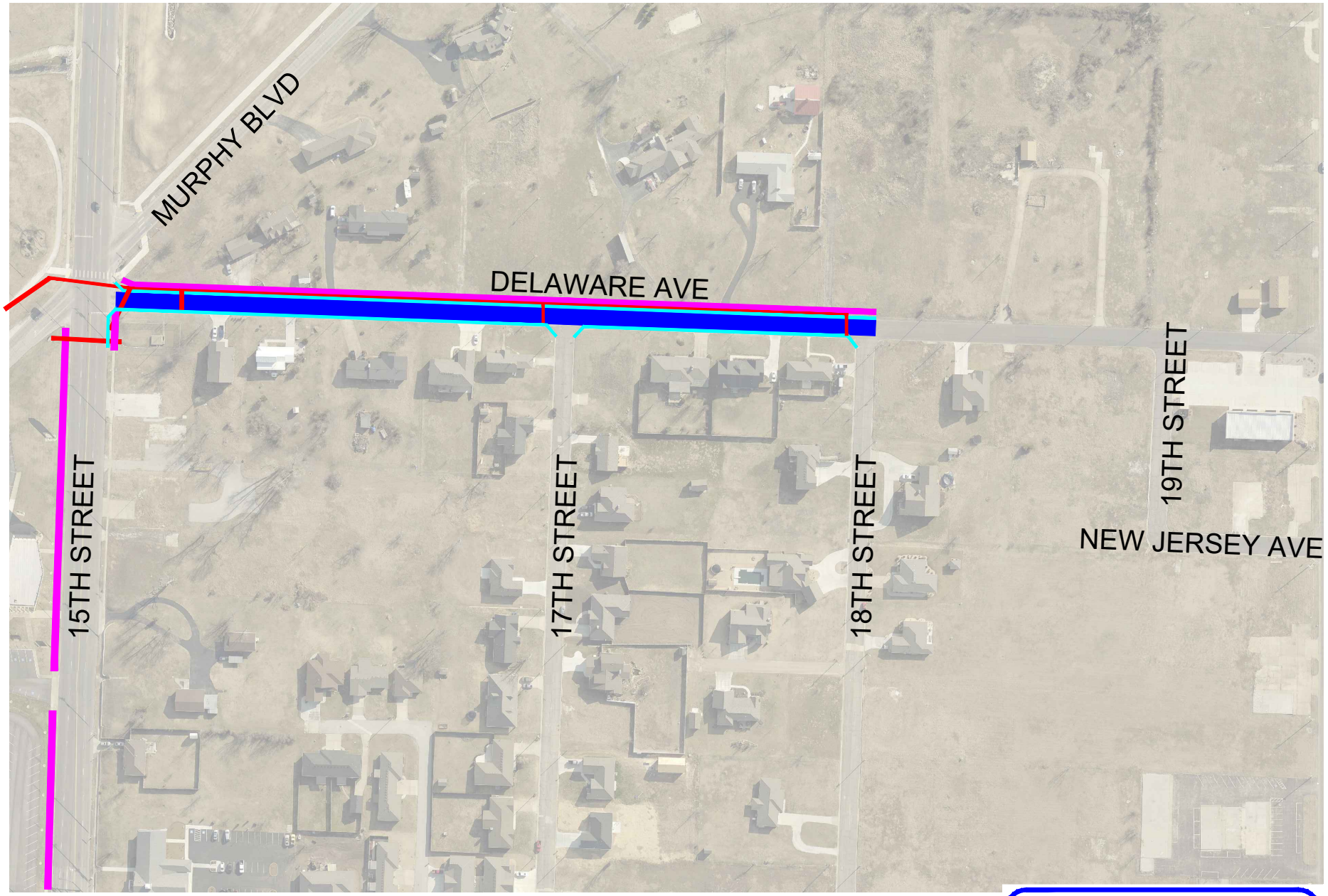
Department Head: Troy Bolander
Department Head: David Hertzberg
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of a construction contract with Hunter Chase & Associates in the amount of $537,310.00 (Five Hundred Thirty-Seven Thousand Three Hundred Ten and 00/100 Dollars) for the Construction of Storm Water Improvements on Delaware Ave 15th to 18th Street funded through CDBG-DR.

Background: In 2015 the City of Joplin Council approved a Capital Plan for the expenditure of Community Development Block Grant –Disaster Recovery (CDBG-DR) funds. One of the projects included in the approved list was Construction of Storm Water Improvements on Delaware Ave. The design was completed earlier this year and easements have been acquired for the work. As designed and bid out the project included new curb & gutter, sidewalk and paving on a portion of Delaware Avenue that had been vacated in 2014. To use the existing competitive bids the contract must be awarded in the amount of the contractor's bid. At City staff's direction Anderson Engineering has prepared change order number 1 which removes the improvements south of 18th Street. The contractor Hunter Chase & Associates has agreed to the terms of the change order. The contract will be awarded for the full amount of the project as it was advertised and competitively bid for, and then the change order will reduce the contract amount by $100,143.50 which will lower the construction cost to $437,166.50

Discussion: City staff followed the city of Joplin procurement policy. Bids were opened on April 18, 2017 with 6 firms bidding. Hunter Chase & Associates provided the lowest bid which was below the engineer's estimate. The contractor will start after contracts and change order number are signed, and weather permits.

Recommendation: City staff recommends approval of a construction contract with Hunter Chase & Associates in the amount of $537,310.00 (Five Hundred Thirty-Seven Thousand Three Hundred Ten and 00/100 Dollars) for Construction of Storm Water Improvements on Delaware Ave 15th to 18th Street be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.



NEW SIDEWALK
NEW STORM PIPE AND INLETS
NEW CURB AND GUTTER
NEW PAVEMENT

GRID

SCALE: 1"=200'

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
811 E. 3RD STREET • JOPLIN, MO 64801 • PHONE (417) 782-7399

AGREEMENT

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Hunter Chase & Associates Address: 1200 E. Woodhurst Suite J200 Springfield, MO 65804	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

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

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

Construction of Storm Water Improvements in the area of Delaware Ave 15th to 18th Street

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by September 22, 2017 the Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

b. Davis Bacon: The Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of $2,000 pay their laborers and mechanics not less than the prevailing

wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department. Contractors and subcontractors on prime contracts in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

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

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from

claims which may arise from the performance of this Contract, with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $537,310.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects:
By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

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

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

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

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

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

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

6. Contractor's Responsibility for Subcontractors.

a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.
b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.
c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
d. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.
e. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

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

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

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

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

11. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $2,300 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

12. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

13. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

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

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

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

17. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

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

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

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

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

- **a.** This Contract
- **b.** All Change Orders
- **c.** Bid Plans and Specifications
- **d.** City of Joplin Standard Specifications (Latest Revised Edition)
- **e.** Special Conditions & Provisions
- **f.** Proposal
- **g.** Statement of Bidder's Qualifications
- **h.** Acknowledgment
- **i.** Performance Bond
- **h.** Payment and Material Bond
- **k.** Instructions to Bidders
- **l.** Non-collusion Affidavit
- **m.** Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Five Hundred Thirty Seven Thousand Three Hundred Ten and NO /100 Dollars ($537,310.00), said amount being subject to any approved addenda or change order.

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

23. Flood Disaster Protection: This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available

under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

24. Environmental Compliance (24 CFR 85.36(i)(12)): The Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

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

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

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

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

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

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

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

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

27. Anti-Lobbying: The Contractor shall ensure that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.
b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or

cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

28. Anti-Kickback Back Rules. Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

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

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

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

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

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

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

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

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

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

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

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

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

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

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

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

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

h) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order

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

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

a) Evidence of a "good faith effort" includes, but is not limited to:
b) The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development,
c) The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
d) The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

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

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

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.
d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any

subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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

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

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

b) Subsection (a) of this section shall not apply to any individual that--
   i. performs services for which the individual volunteered;
   ii. does not receive compensation for such services; or
   iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
   iv. is not otherwise employed at any time in the construction work.

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

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

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

c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment

physically and mentally handicapped individuals.

f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

42. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

43. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

44. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

45. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

46. Conflict of Interest.

a) No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

b) No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

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

48. CERTIFICATION OF NONSEGREGATED FACILITIES (applicable to contracts and subcontracts over $10,000)

a) By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

c) He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except here proposed subcontractors have submitted identical certifications for specific time periods).

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

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

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

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

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

52. **Inspection.** The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

53. Reporting Requirements. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

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

55. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of

beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

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

59. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

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

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

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, Public Works Director

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

COMMUNITY DEVELOPMENT

By: _____
Troy Bolander, Planning & Community Development Director

CHANGE ORDER

Sheet No. 1 of 1

Change Order No. 1
County Jasper
Route Delaware Ave.
Project Street and Stormwater Improvements
Job No.

TO: Hunter Chase & Associates, Inc. Contractor

You are hereby directed to make the following changes from the contract.

1. Description and Reason for Change (Attach Supplemental Sheets if Required)

Delete work on Delaware Ave. south of 18th St. because Delaware from 18th to 19th is vacated.

2. Estimate of Cost of work Affected by this Change Order.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
	2-3	MILLING	4569	2850	(1719)	$ 4.00		$ (6,876.00)
	2-4	REMOVAL OF CURB AND GUTTER	3089	2005	(1084)	$ 7.00		$ (7,588.00)
	2-6	REMOVAL OF CONCRETE DRIVEWAY	481	150	(331)	$ 8.00		$ (2,648.00)
	2-8	SAWCUT	3948	1670	(2278)	$ 3.00		$ (6,834.00)
	2-9	REMOVAL OF GRAVEL DRIVEWAY	32	16	(16)	$ 8.00		$ (128.00)
	2-13	STANDARD UPRIGHT CURB AND GUTTER	3123	2364	(759)	$ 22.00		$ (16,698.00)
	2-15	ADA CURB RAMP - TYPE D (INCL STONE BASE)	8	14	6	$ 94.00	$ 564.00	
	2-16	TRUNCATED DOMES	41	51	10	$ 25.00	$ 250.00	
	2-17	PAVED APPROACH CONCRETE - RESIDENTIAL TYPE A (INCL STONE	350	250	(100)	$ 38.00		$ (3,800.00)
	2-19	PAVED APPROACH CONCRETE - RESIDENTIAL TYPE C (INCL STONE	359	90	(269)	$ 38.00		$ (10,222.00)
	2-20	7" CONCRETE	731	450	(281)	$ 50.00		$ (14,050.00)
	2-21	5' CLASS 'A' CONCRETE SIDEWALK (6 IN THICK)	1251	940	(311)	$ 39.00		$ (12,129.00)
	2-24	2" ASPHALT CONCRETE (SP125C MIX)(PG 70-22)	5600	3655	(1945)	$ 7.50		$ (14,587.50)
	2-42	TENSAR GLASPAVE25 PAVING MAT	5099	3300	(1799)	$ 3.00		$ (5,397.00)
						TOTALS	$ 814.00	$ (100,957.50)

3. Cost Justification for items not bid in contract:

4. Other City Departments Consulted:

Name Date

Department / Title

Name Date

Department / Title

Name Date

Department / Title

5. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

1. CONTRACT AMOUNT			$	537,310.00
2. OVERRUN THIS ORDER	$	(100,143.50)		
3. OVERRUN PREVIOUS	$	-		
4. TOTAL OVERRUN TO DATE			$	(100,143.50)
5. TOTAL			$	437,166.50

The terms of Settlement outlined above are hereby agreed to.

Hunter Chase & Associates, Inc.

CONTRACTOR

by: _____ Date _____

Emergency Provisions of Change Order Policy Used YES ☐ NO X Date Approved _____

Reason for Emergency and description of work approved _____

_____ _____
SUBMITTED ENGINEER DATE

_____ _____
APPROVAL PROJECT MANAGER DATE

_____ _____
APPROVAL SUPERVISOR/ENGINEERING REVIEWER DATE

_____ _____
APPROVAL OF DEPARTMENT HEAD DATE

_____ _____
*APPROVAL DIRECTOR OF FINANCE DATE

_____ _____
*APPROVAL CITY MANAGER DATE

*When applicable

COUNCIL BILL NO. 2017-140 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Hunter Chase & Associates for construction of storm water improvements in the area of Delaware Ave 15th to 18th Street for the not to exceed price of Five Hundred Thirty-Seven Thousand Three Hundred Ten and 00/100 Dollars ($537,310.00); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and agreement with Hunter Chase & Associates for construction of storm water improvements in the area of Delaware Ave 15th to 18th Street for the not to exceed price of Five Hundred Thirty-Seven Thousand Three Hundred Ten and 00/100 Dollars ($537,310.00), a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

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

Section 3. Upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Disaster Recovery Grant Fund.

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is considered an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2017-140

I hereby certify that a sufficient amount is available in the -c-DNA-dr Fund Account to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 5, 2017
Council Bill No. 2017-141

Item: Work Authorization with Allgeier, Martin & Associates Inc., for Engineering Construction Management Services Associated with the Removal and Replacement of media of the Trickling Filters at the Shoal Creek Treatment Plant.

Originating Department: Public Works – Operations

Attachments: 1) Work Authorization (OC-005)
2) Council Bill No. 2017-141

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

Recommended Action: Approval of a Work Authorization with Allgeier, Martin & Associates Inc. in the not to exceed amount of $68,976.00 for engineering construction and management phase services associated with the Trickling Filter at the Shoal Creek Wastewater Treatment Facility.

Background: Part of the treatment process at the Shoal Creek Wastewater Treatment Plant are the Trickling Filters. These are large uncovered towers that utilize media to remove solids and Bio-Chemical Oxygen Demand (BOD) during the treatment process. The media collapsed in the north Trickling filter tower after being in service since 1985. The plant currently has the south Trickling Filter tower in use that had media replaced in 1997. The life expectancy of this type of equipment is 20 -30 years; this type of equipment/media has to be periodically replaced to ensure proper wastewater treatment and removal of solids and BOD.

Discussion: The firm of Allgeier, Martin & Associates was selected to provide the professional engineering services of design and bidding to accomplish this emergency maintenance project. Council approved Work Authorization AMA-OC-03 February 21, 2016. This is an amended agreement to include the engineering construction phase services to the scope of work that will provide for the removal and replacement of the media for the north tower. This work will be funded from the Sanitary Sewer Fund and is an emergency.

Recommendation: City staff recommends approval of Work Authorization with Allgeier Martin & Associates Inc. for the not to exceed amount of $68,976.00 associated with Engineering Construction and Management Phase Services for the Trickling Filter at the Shoal Creek Wastewater Treatment Facility be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 E. 24th Street, P.O. Box 2627 Joplin, MO 64803	
Attention: Mr. Lynden Lawson		Attention: Dean A. Willis, P.E.	
Department: Public Works - Operations		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820	Fax:		

WORK AUTHORIZATION NUMBER AMA-OC-005
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement dated February 22, 2016 for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this Work Authorization Number AMA-OC-005 exceed the sum of Sixty Eight Thousand Nine Hundred Seventy Six and No/100 Dollars ($68,976.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and

limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2017, 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 Sixty-Two Thousand Seven Hundred Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) 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 Sixty-Two Thousand Seven Hundred Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer

agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

Lynden Lawson, Assistant Director of Public Works for Operations

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: Dean A. Willis

Printed Name: Dean A. Willis

Title: President

Date: 5-25-2017

CITY OF JOPLIN, MISSOURI

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

Date: _____

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EXHIBIT A

Project Name/Description Shoal Creek WWTP Trickling Filter Renovation
Consultant Allgeier, Martin and Assoc. Inc.

Engineering Services Agreement

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

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

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

A1.01 ~~Conceptual Phase~~

A. ~~Engineer shall~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Billing/Payment Processing Options

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.03 *Utility Requirements*

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

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

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

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

A1.04 Surveying Services – General

A. ~~Control Survey~~

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

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

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

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

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

E. Right-of-way and Easement Staking

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

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

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

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

G. Survey Records

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

H. Other Services

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

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

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

B. Determine parcel size.

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

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

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

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

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

A1.06 ~~Final Design Phase~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.07 ~~Bidding Phase~~

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

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

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

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

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

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

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

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

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

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

A1.08 Construction Phase

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. *Inspections and Tests:*

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

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

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

19. *Change Proposals and Claims:*

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

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

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

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

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

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

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

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

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

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

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

at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 Post-Construction Phase

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

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

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

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

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

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

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

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

d) ~~Contractor certification and city recommendation~~

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

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

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

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

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

ATTACHMENT NUMBER ONE
EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-005 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc.)

1. SERVICES

Engineer shall provide the City of Joplin with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional construction phase services as hereinafter stated which include customary civil, structural, and mechanical engineering services.

1.1.2 Coordinate the construction phase engineering work associated with the repairs to the north trickling filter tower at the City of Joplin's Shoal Creek Wastewater Treatment Plant.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Basic Construction Phase Engineering associated with the removal and replacement of trickling filter media in the north trickling filter tower.

1.1.3.2 Resident Construction Representation services for the trickling filter renovation. Services will be provided as needed or as requested by the City, with an anticipation of services being provided on a part-time basis with an estimated construction duration of 8 weeks.

1.2 Construction Phase

ENGINEER shall provide Engineering Services as outlined in Exhibit A for this project work authorization.

1.3 Environmental and Regulatory Clearances and Permitting

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

2. TERMS

2.1 Schedule: The construction phase services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) for the project is provided to the Contractor by the OWNER. The time required to complete the construction phase of the project will be dictated by the project scope, equipment delivery times, and weather conditions. Construction phase elements shall be undertaken in as expeditious a manner as possible in light of the purposes of the contract.

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

3. PAYMENT / ESTIMATED FEE

3.1 Payment to Engineer shall be at the hourly Labor Rates and Non-Labor Rates set forth in the Attachment Number Two to Exhibit A: "RATE SCHEDULE 2017"; with a total compensation ceiling of $68,976.00, as set forth in Work Authorization Number AMA-OC-005 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
Basic Construction Phase Services	$42,256
Resident Project Representation	$26,720
Total Estimated Maximum Fee	$68,976

ATTACHMENT NUMBER TWO TO EXHIBIT A
RATE SCHEDULE
2017

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

LABOR RATES

	Hourly Billing Rate
Principal/Engineer IV	$191
Principal/Engineer III	$175
Principal/Engineer II	$155
Principal/Engineer I	$140
Designer III/GIS Specialist	$128
Technician III	$108
Technician II	$95
Technician I	$88
Two-Man GPS Survey Crew	$181
One-Man GPS Survey Crew	$140
Three-Man Survey Crew	$201
Two-Man Survey Crew	$155
Registered Land Surveyor II	$166
Registered Land Surveyor I	$145
Survey Crew Member	$72
Right of Way Specialist	$112
Resident Project Representative III	$108
Resident Project Representative II	$95
Resident Project Representative I	$88
Secretary/Assistant	$72
Print Specialist	$72

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

NON-LABOR RATES

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

Work Authorization AMA-OC-005

Manpower Projection

City of Joplin - Shoal Creek WWTP Trickling Filter Renovation
ENGINEERING SERVICES

	CLASSIFICATION	Hours	RATE	EXTENDED COST
Part 1 -Basic Services				
	Section A1.08 Basic Construction Phase Services			
	Engineer IV	160	$191	$30,560.00
	Engineer II	40	$155	$6,200.00
	Designer/Technician II	8	$95	$760.00
	Secretary/Word Processor	30	$72	$2,160.00
	Print Specialist	8	$72	$576.00
	Printing			$500.00
	Travel			$1,500.00
	Subtotal			**$42,256.00**
	Section A1.08 Resident Project Representation Services			
*	Construction Inspector III	240	$108	$25,920.00
	Travel			$800.00
	Subtotal			**$26,720.00**
	Total-All-Tasks			**$68,976.00**

* Allows for periodic inspection only.

COUNCIL BILL NO. 2017-141 ORDINANCE NO.

AN ORDINANCE approving Work Authorization with Allgeier Martin & Associates Inc. in the not to exceed amount of Sixty-Eight Thousand Nine Hundred Seventy Six and No/100 Dollars ($68,976.00) for engineering Construction and management phase services associated with the Trickling Filter for the Shoal Creek Wastewater Treatment Facility and containing an emergency clause.

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

Section 1. Approval of Work Authorization for Allgeier Martin & Associates Inc. in the not to exceed amount of Sixty-Eight Thousand Nine Hundred Seventy Six and No/100 Dollars ($68,976.00) for engineering construction and management phase services associated with Trickling Filter at the Shoal Creek Treatment Facility in the City of Joplin, Newton County.

Section 2. Upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance.

Section 3. That the Director of Public Works is hereby authorized to execute a Work Authorization on behalf of the City of Joplin with Allgeier, Martin & Associates Inc.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Appropriations for this contract have been approved by the 2016-2017 budget from Sanitary Sewer Fund No. 415-4542-540-8680, Facility Improvements.

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	19-May-2017	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver
Demolition		LOCATION:	512 S. Jackson Ave.

COMPANY	BIDS
Jordan Disposal	$3,128.00
Nelson's Enterprises	$3,750.00


COUNCIL BILL 2017-370
512 S. JACKSON AVE.







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date June 5, 2017

Item: COUNCIL BILL NO. 2017-370
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2017- 370
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Jordan Disposal to remove the structures, and any remaining debris including foundation and footings located at 512 S. Jackson Ave.

Summary: The above listed address was "tagged" as a dangerous building on January 3, 2017. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On May 5, 2017. An advertisement for bids was published in the Joplin Globe with bids being received on May 19, 2017. For the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Nelson Demolition	$ 3,750.00
Jordan Disposal	$ 3,128.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

Recommendation: City Staff recommends that the demolition removal contract be awarded to Jordan Disposal for $ 3,128.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2017–370 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 512 S. Jackson in the City of Joplin, Missouri, for the amount of Three Thousand One Hundred Twenty Eight and 00/100 Dollars (3,128.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Jordan Disposal in the amount of Three Thousand One Hundred Twenty-Eight 00/100 Dollars ($3,128.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 512 S. Jackson Ave,

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 512 S. Jackson. and legally described as:

ALL OF LOT NUMBERD EIGHTY-EIGHT (88) IN SERGEANT'S SUBDIVISION OF A PART OF SECTION 3, TOWNSHIP 27, RANGE 33, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

Section 3. That the City of Joplin declares that this ordinance an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of the public peace, property, health, safety or morals. Specifically, this ordinance approves the award of contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council herby declares that this ordinance shall be in full force and effect from after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2017, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: May 8, 2017
City Council Meeting: June 5, 2017

STAFF PLANNING REPORT
Final Plat

CASE 014-17 Final Plat review

NAME OF SUBDIVISION The Woodlands 3

LOCATION 350 ft East of 33rd Street and John Duffy Drive

APPLICANT Schuber Mitchell Homes

PRESENT ZONING R-1-PD (Planned Single-Family Residential Development

PRESENT LAND USE Undeveloped

EXISTING CONDITIONS

	North	East	South	West
Existing Zoning	C-O	C-3	N/A	R-1
Land Use	Undeveloped	Undeveloped	Newton County	Residential

SUBDIVISION

Number of lots
36

TRANSPORTATION

Streets with access	Classification	Right-of-way width
33rd Street	Collector	50’
Emilee Ruth Circle	Collector	50’
34th Place	Collector	50’

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD? No. All

streets are being constructed to City standards and dedicated to the City as public Right-of-Way.

UTILITIES Utilities are being installed by the developer.

FLOOD PLAIN N/A

STAFF ANALYSIS

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

The proposed subdivision does not comply with the minimum lot size requirements concerning the City's Subdivision Regulations, including, minimum lot size and width. Council has the authority to approve smaller lot sizes and widths in a Planned Development overlay.

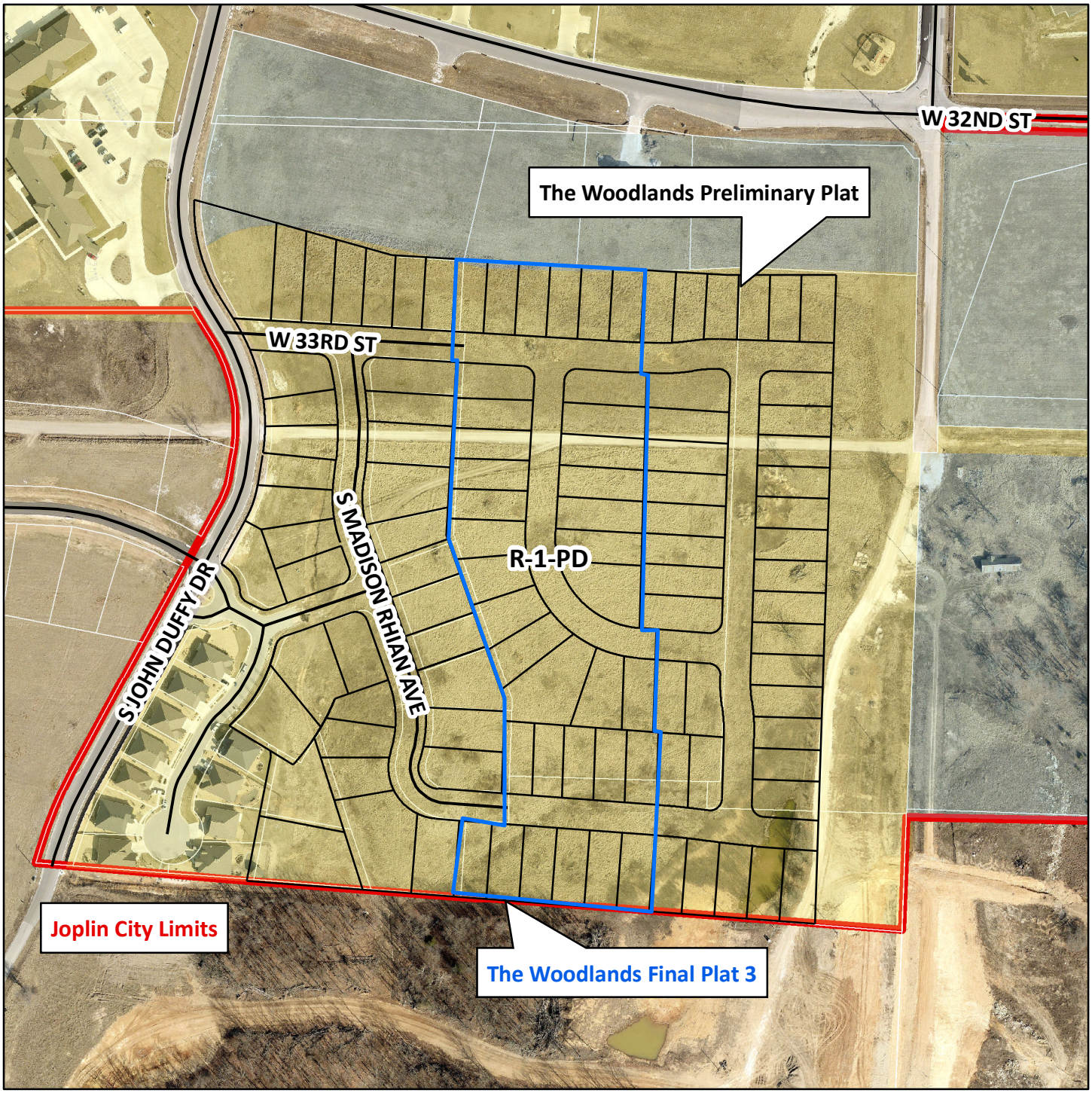
DISCUSSION

This final plat approval is for The Woodlands 3. The preliminary plat for this subdivision was approved by the Planning and Zoning Commission in December of 2014 and by the City Council in January of 2015. This phase of the subdivision is located on approximately 7.2 acres in the Wildwood Ranch development that is located on the west side of Joplin and consists of 36 single-family lots. The original owner (Mr. Jimmer Pinjuiv) took the small lot subdivision concept to Council for approval a few years ago and this is the primary reason this area is zoned "Planned" Single-Family Residential". The original concept was to market the subdivision to seniors and retirees that did not want a large yard to maintain. Staff believes this subdivision complies with the original concept presented to the Council by Mr. Jimmer Pinjuiv.

Staff recommends approval of Case 014-17.

ENCLOSURES

Final Plat



0 215 430 860 1,290 1,720 Feet

Case 014-17: 350 ft East of 33rd Street and John Duffy Drive – A request to review a Final Plat for The Woodlands 3 – Schuber Mitchell Homes.

N

Case 014-17: 350 ft. East of 33rd Street and John Duffy Drive – A request to review the Final Plat of The Woodlands 3 for the construction of a single family residential development – Schuber Mitchell Homes.

Dan Mitchell, 1621 Anderson Drive, Webb City, Missouri, stated that the Woodlands Plat 3 is an extension of The Woodlands, Plats 1 and 2. He noted that the proposed Cedar Point development was comparable to The Woodlands. Schuber Mitchell homes work well on lots that are not as wide, because the floor plans are designed for depth rather than width. Schuber Mitchell is still able to meet all city setback requirements with narrow lots because of the design of the homes.

Mr. Smith asked if there were any questions for Mr. Mitchell? Mr. Smith asked how many lots are 50 feet wide?

Mr. Mitchell stated that 40% of the lots were 50 feet wide. The interior is where you put larger lots because as people drive further in the development, there is less traffic.

Mr. Smith asked if there were any more questions? There were none. Any one present that would like to speak in favor of this case? There were none. Anyone like to speak against this case? There were none.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT CASE 014-17 BE FORWARDED TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. SMITH, MR. DUNCAN, MR. CORTEZ, MR. BROWN, MR. DERMOTT AND MS. BRUECKNER-SEARS VOTING "AYE". (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 5, 2017

Item: COUNCIL BILL NO. 2017-262
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-262
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 05/08/17

Recommended Action: Planning and Zoning Commission recommended approval by a vote of 5 In Favor, 2 Absent

SUMMARY/REQUEST:

Case 014-17: 350 ft. East of 33rd Street and John Duffy Drive -A request to review the Final Plat of The Woodlands Plat 3 for the construction of single-family residential development- Schuber Mitchell Homes

STAFF SUMMARY:

This final plat approval is for The Woodlands Plat 3. The preliminary plat for this subdivision was approved by the Planning and Zoning Commission in December of 2014 and by the City Council in January of 2015. This phase of the subdivision is located on approximately 7.2 acres in the Wildwood Ranch development that is located on the west side of Joplin and consists of 36 single-family lots. The original owner (Mr. Jimmer Pinjuiv) took the small lot subdivision concept to Council for approval a few years ago and this is the primary reason this area is zoned "Planned" Single-Family Residential". The original concept was to market the subdivision to seniors and retirees that did not want a large yard to maintain. Staff believes this subdivision complies with the original concept presented to the Council by Mr. Jimmer Pinjuiv.

Staff recommends approval of Case 014-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Dan Mitchell, 1621 Anderson Drive, Webb City, Missouri, stated that The Woodlands Plat 3 is an extension of The Woodlands, Plats 1 and 2. He noted that the proposed Cedar Point development was comparable to The Woodlands. Schuber Mitchell homes work well on lots that are not as wide, because the floor plans are designed for depth rather than width. Schuber Mitchell is still able to meet all city setback requirements with narrow lots because of the design of the homes.

Mr. Smith asked if there were any questions for Mr. Mitchell? Mr. Smith asked how many lots are 50 feet wide?

Mr. Mitchell stated that 40% of the lots were 50 feet wide. The interior is where you put larger lots because as people drive further in the development, there is less traffic.

PUBLIC COMMENT:
None.

P & Z Case 014-17
Schuber Mitchell Homes.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-262 ORDINANCE NO.

AN ORDINANCE requesting to review the Final Plat of THE WOODLANDS Plat 3, located 350ft. East of 33rd Street and John Duffy Drive in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of THE WOODLANDS Plat 3 located 350ft. East of 33rd Street and John Duffy Drive in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

A SURVEY OF A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 34 WEST, JOPLIN, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A FOUND DRILL STEEL AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 34 WEST, THENCE ALONG THE EAST LINE OF SAID SECTION, SOUTH 01°52'01" WEST, 234.37 FEET; THENCE LEAVING SAID SECTION LINE, NORTH 90°00’00” WEST, 330.12 FEET; THENCE NORTH 86°36’16” WEST, 137.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 3°23’44” WEST, 169.50 FEET; THENCE SOUTH 88°07’59” EAST, 14.05 FEET; THENCE SOUTH 1°52’01” WEST, 421.82 FEET; THENCE 1.07 FEET ON A 150.00 FEET RADIUS CURVE TO THE LEFT, WITH A CHORD BEARING SOUTH 85°30’07” EAST, 1.07 FEET; THENCE SOUTH 85°42’22” EAST, 28.46 FEET; THENCE SOUTH 1°52’01” WEST, 170.15 FEET; THENCE SOUTH 85°42’22” EAST, 9.01 FEET; THENCE SOUTH 1°52’01” WEST, 170.15 FEET; THENCE NORTH 85°42’22” WEST, 0.73 FEET; THENCE SOUTH 4°17’38” WEST, 126.30 FEET; THENCE NORTH 85°42’22” WEST, 324.00 FEET TO THE SOUTHEAST CORNER OF THE WOODLANDS PLAT 2, A SUBDIVISION OF LAND AS SHOWN IN PLAT BOOK 16, PAGE 3 IN THE OFFICE OF THE RECORDER OF DEEDS IN NEWTON COUNTY, MISSOURI; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION, NORTH 4°17’38” EAST, 126.30 FEET; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION, SOUTH 85°42’22” EAST, 68.50 FEET; THENCE ALONG THE EAST LINE OF THE WOODLANDS PLAT 2 AND THE WOODLANDS PLAT 1, A SUBDIVISION OF LAND AS SHOWN IN PLAT BOOK 16, PAGE 2 IN THE OFFICE OF THE RECORDER OF DEEDS IN NEWTON COUNTY, MISSOURI, NORTH 1°52’01” EAST, 202.52 FEET; THENCE CONTINUING ALONG THE EAST LINE OF THE WOODLANDS PLAT 1 THE FOLLOWING FOUR COURSES; NORTH 19°21’11” WEST, 291.17 FEET; THENCE NORTH 3°23’44” EAST, 336.61 FEET; THENCE NORTH 86°36’16” WEST, 10.72 FEET; THENCE NORTH 3°23’44” EAST, 120.00 FEET TO THE NORTHEAST CORNER OF THE WOODLANDS PLAT 1; THENCE LEAVING THE EAST LINE OF SAID SUBDIVISION, SOUTH 86°36’16” EAST, 312.00 FEET TO THE POINT OF BEGINNING, CONTAINING 7.20 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Case 015-17: 650 ft. East of 33rd Street and John Duffy Drive – A request to review the Final Plat of The Woodlands Plat 4 for the construction of a single family residential development – Schuber Mitchell Homes.

Dan Mitchel, 1621 Anderson Drive, Webb City, Missouri, made himself available for questions.

Mr. Smith asked if there were any questions. There were none. Any one present that would like to speak in favor of this case? There were none. Anyone like to speak against this case? There were none.

MR. BROWN MOVED, SECONDED BY MRS. BRUECKNER-SEARS, THAT CASE 015-17 BE FORWARDED TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. SMITH, MR. DUNCAN, MR. CORTEZ, MR. BROWN, MR. DERMOTT AND MS. BRUECKNER-SEARS VOTING "AYE". (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 5, 2017

Item: COUNCIL BILL NO. 2017-263
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-263
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 05/08/17

Recommended Action: Planning and Zoning Commission recommended approval by a vote of 5 In Favor, 2 Absent.

SUMMARY/REQUEST:
Case 015-17: 650 ft. East of 33rd Street and John Duffy Drive - A request to review the Final Plat of The Woodlands Plat 4 for the construction of single-family residential development-Schuber Mitchell Homes.

STAFF SUMMARY:
This final plat approval is for The Woodlands Plat 4. The preliminary plat for this subdivision was approved by the Planning and Zoning Commission in December of 2014 and by the City Council in January of 2015. This phase of the subdivision is located on approximately 7.2 acres in the Wildwood Ranch development that is located on the west side of Joplin and consists of 37 single-family lots. The original owner (Mr. Jimmer Pinjuiv) took the small lot subdivision concept to Council for approval a few years ago and this is the primary reason this area is zoned "Planned" Single-Family Residential". The original concept was to market the subdivision to seniors and retirees that did not want a large yard to maintain. Staff believes this subdivision complies with the original concept presented to the Council by Mr. Jimmer Pinjuiv.

Staff recommends approval of Case 015-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Dan Mitchel, 1621 Anderson Drive, Webb City, Missouri, made himself available for questions.

PUBLIC COMMENT:
None.

P & Z Case 015-17
Schuber Mitchell Homes.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-263 ORDINANCE NO.

AN ORDINANCE requesting to review the Final Plat of THE WOODLANDS Plat 4, located 650ft. East of 33rd Street and John Duffy Drive in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of THE WOODLANDS Plat 4 located 650ft. East of 33rd Street and John Duffy Drive in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

A SURVEY OF A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 34 WEST, JOPLIN, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A FOUND DRILL STEEL AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 34 WEST, THENCE ALONG THE EAST LINE OF SAID SECTION, SOUTH 01°52'01" WEST, 234.37 FEET; THENCE LEAVING SAID SECTION LINE, NORTH 90°00'00" WEST, 150.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1°52'01" WEST, 1073.23 FEET; THENCE NORTH 85°42'22" WEST, 275.32 FEET; THENCE NORTH 4°17'38" EAST, 126.30 FEET; THENCE SOUTH 85°42'22" EAST, 0.73 FEET; THENCE NORTH 1°52'01" EAST, 170.15 FEET; THENCE NORTH 85°42'22" WEST, 9.01 FEET; THENCE NORTH 1°52'01" EAST, 170.15 FEET; THENCE NORTH 85°42'22" WEST, 28.46 FEET; THENCE 1.07 FEET ON A 150.00 FEET RADIUS CURVE TO THE RIGHT, WITH A CHORD BEARING NORTH 85°30'07" WEST, 1.07 FEET; THENCE NORTH 1°52'01" EAST, 421.82 FEET; THENCE NORTH 88°07'59" WEST, 14.05 FEET; THENCE NORTH 3°23'44" EAST, 169.50 FEET; THENCE SOUTH 86°36'16" EAST, 137.13 FEET; THENCE NORTH 90°00'00" EAST, 180.04 FEET TO THE POINT OF BEGINNING, CONTAINING 7.18 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

ATTEST: _____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: May 8, 2017
City Council Meeting: June 5, 2017

STAFF PLANNING REPORT
Final Plat

CASE 015-17 Final Plat review

NAME OF SUBDIVISION The Woodlands 4

LOCATION 650 ft East of 33rd Street and John Duffy Drive

APPLICANT Schuber Mitchell Homes

PRESENT ZONING R-1-PD (Planned Single-Family Residential Development

PRESENT LAND USE Undeveloped

EXISTING CONDITIONS

	North	East	South	West
Existing Zoning	C-O	C-3	N/A	R-1
Land Use	Undeveloped	Undeveloped	Newton County	Residential

SUBDIVISION

Number of lots
37

TRANSPORTATION

Streets with access	Classification	Right-of-way width
33rd Street	Local	50’
Emilee Ruth Circle	Local	50’
34th Place	Local	50’

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?
No. All streets are being constructed to City standards and dedicated to the City as public Right-of-Way.

UTILITIES Utilities are being installed by the developer.

FLOOD PLAIN N/A

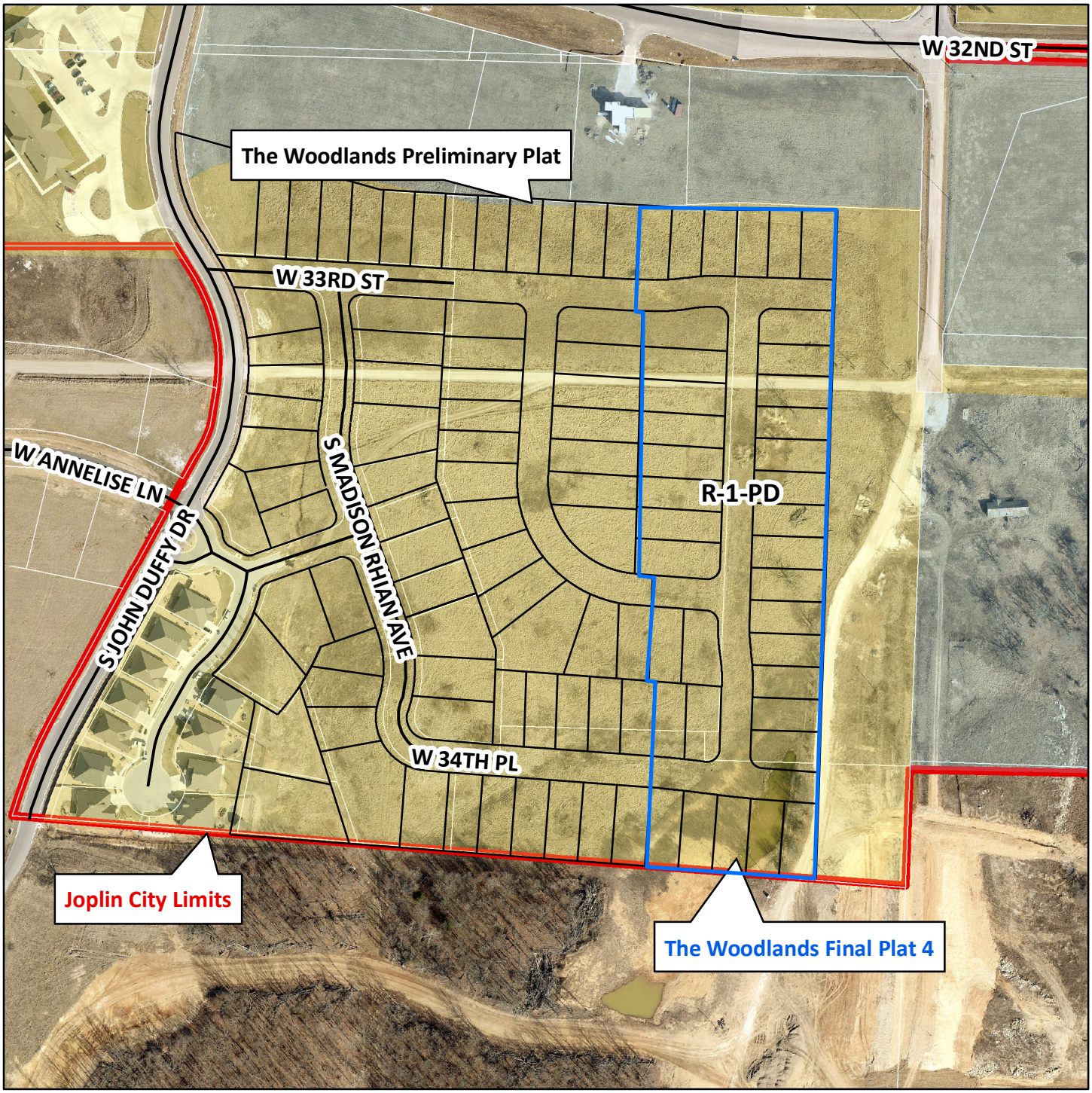
STAFF ANALYSIS

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?
The proposed subdivision does not comply with the minimum lot size requirements concerning the City's Subdivision Regulations, including, minimum lot size and width. Council has the authority to approve smaller lot sizes and widths in a Planned Development overlay.

DISCUSSION
This final plat approval is for The Woodlands 4. The preliminary plat for this subdivision was approved by the Planning and Zoning Commission in December of 2014 and by the City Council in January of 2015. This phase of the subdivision is located on approximately 7.2 acres in the Wildwood Ranch development that is located on the west side of Joplin and consists of 37 single-family lots. The original owner (Mr. Jimmer Pinjuiv) took the small lot subdivision concept to Council for approval a few years ago and this is the primary reason this area is zoned "Planned" Single-Family Residential". The original concept was to market the subdivision to seniors and retirees that did not want a large yard to maintain. Staff believes this subdivision complies with the original concept presented to the Council by Mr. Jimmer Pinjuiv.

Staff recommends approval of Case 015-17.

ENCLOSURES
Final Plat



0 205 410 820 1,230 1,640 Feet

Case 015-17: 650 ft east of 33rd Street and John Duffy Drive – A request to review a Final Plat for The Woodlands 4 – Schuber Mitchell Homes.

N

Z&P Meeting: May 8, 2017
City Council Meeting: June 5, 2017

STAFF PLANNING REPORT
Final Plat

CASE 016-17 Final Plat review

NAME OF SUBDIVISION Twin Hills 3

LOCATION 26th Street and Jimmy Weaver Drive

APPLICANT KCC Investments

PRESENT ZONING R-1 (Single-Family Residential Development)

PRESENT LAND USE Undeveloped

EXISTING CONDITIONS

	North	East	South	West
Existing Zoning	R-1	R-1	N/A	R-1
Land Use	Undeveloped	Residential	Jasper County Residential	Residential

SUBDIVISION

Number of lots
4

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Jimmy Weaver Drive	Local	50’

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?
No. All streets are being constructed to City standards and dedicated to the City as public Right-of-Way.

UTILITIES Property has utility connections.

FLOOD PLAIN N/A

STAFF ANALYSIS

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?
Yes. The proposed subdivision meets all City of Joplin standards and minimums as outlined in the Subdivision Regulations.

DISCUSSION
This final plat is for Phase 3 the Twin Hills Subdivision, a 24-lot subdivision on the south side of the existing Twin Hills Golf & Country Club. This phase contains 4 lots that range in size from approximately 19,000 square feet to 30,000 square feet. A cul-de-sac will be constructed to City Standards and dedicated to the City of Joplin as public right-of-way.

Staff recommends approval of Case 016-17.

ENCLOSURES
Final Plat



0 80 160 320 480 640 Feet

Case 016-17: 26th Street and Jimmy Weaver Drive – A request to review a Final Plat for Twin Hills Plat 3 – KCC Investments.

N

Case 016-17: 26th Street and Jimmy Weaver Drive– A request to review the Final Plat of Twin Hills Plat 3 for the construction of a single family residential development – KCC Investments

Jerrod Hogan, Anderson Engineering, 811 East 3rd Street, Joplin, Missouri, explained that this is Phase 3 of an on-going platting process. It is just four (4) lots around the final cul-de-sac that hasn't been finished.

Mr. Smith asked if there were any questions? There were none. Any one present that would like to speak in favor of this case? There were none. Anyone like to speak against this case? There were none.

MRS. BRUECKNER-SEARS MOVED, SECONDED BY MR. DUNCAN, THAT CASE 016-17 BE FORWARDED TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED WITH MR. SMITH, MR. DUNCAN, MR. CORTEZ, MR. BROWN, MR. DERMOTT AND MS. BRUECKNER-SEARS VOTING "AYE". (5 IN FAVOR, 2 ABSENT)

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 5, 2017

Item: COUNCIL BILL NO. 2017-264
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-264
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 05/08/17

Recommended Action: Planning and Zoning Commission recommended approval by a vote of 5 In Favor, 2 Absent

SUMMARY/REQUEST:
Case 016-17: 26th Street and Jimmy Weaver Drive - A request to review the Final Plat of Twin Hill Plat 3 for the construction of single-family residential development – KCC Investments.

STAFF SUMMARY:
This final plat approval is for Twin Hills Plat 3. This final plat is for Phase 3 the Twin Hills Subdivision, a 24-lot subdivision on the south side of the existing Twin Hills Golf & Country Club. This phase contains 4 lots that range in size from approximately 19,000 square feet to 30,000 square feet. A cul-de-sac will be constructed to City Standards and dedicated to the City of Joplin as public right-of-way.

Staff recommends approval of Case 016-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Jerrod Hogan, Anderson Engineering, 811 East 3rd Street, Joplin, Missouri, explained that this is Phase 3 of an on-going platting process. It is just four (4) lots around the final cul-de-sac that hasn't been finished.

PUBLIC COMMENT:
None.

P & Z Case 016-17
KCC Investments.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-264 ORDINANCE NO.

AN ORDINANCE requesting to review the Final Plat of TWIN HILLS Plat 3, located at 26th Street and Jimmy Weaver Drive in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of TWIN HILLS Plat 3 located at 26th Street and Jimmy Weaver Drive in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

A PARCEL OF LAND BEING A PART OF THE GRANTOR'S TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, BEING THE SAME PARCEL AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2326, IN PAGE 1274, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 17, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER, SOUTH 87°58'45" EAST, 730.16 FEET; THENCE LEAVING SAID SECTION LINE, NORTH 01°32'34" EAST, 62.00 FEET, TO THE SOUTHEAST CORNER OF LOT 7 IN TWIN HILL SUBDIVISION PLAT 1, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 23, AT PAGE 21, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF SAID LOT 7, NORTH 01°32'34" EAST, 96.65 FEET, TO THE NORTHEAST CORNER OF SAID LOT; THENCE ALONG THE NORTHERLY LOT LINE THE FOLLOWING FIVE COURSE, THENCE 25.66 FEET ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 27°51'49" WEST, A DISTANCE OF 24.55 FEET; THENCE NORTH 57°16'12" WEST, 55.23 FEET; THENCE 10.30 FEET ALONG A 10.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 86°46'52" WEST, A DISTANCE OF 9.85 FEET; THENCE 74.64 FEET ALONG A 58.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING NORTH 79°25'25" WEST, A DISTANCE OF 69.60 FEET; THENCE SOUTH 36°10'18" WEST, 70.60 FEET; THENCE LEAVING SAID LOT 7, NORTH 54°49'02" WEST, 170.30 FEET; THENCE NORTH 00°00'00" EAST, 101.45 FEET; THENCE NORTH 64°46'34" EAST, 172.11 FEET; THENCE NORTH 82°44'45" EAST, 189.81 FEET; THENCE SOUTH 80°01'55" EAST, 35.03 FEET; THENCE SOUTH 13°49'51" EAST, 154.48 FEET; THENCE SOUTH 31°38'10" EAST, 51.31 FEET; THENCE SOUTH 36°17'51" EAST, 53.29 FEET, TO A POINT LYING ON THE WEST LINE OF LOT 15, IN TWIN HILLS SUBDIVISION PLAT 2, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 23, AT PAGE 40; THENCE ALONG SAID WEST LOT LINE THE FOLLOWING TWO COURSE, SOUTH 29°56'26" EAST, 110.85 FEET; THENCE SOUTH 01°32'34" WEST, 68.41 FEET, TO THE NORTH RIGHT-OF-WAY OF 26TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY, NORTH 88°27'26" WEST, 213.00 FEET, TO THE POINT OF BEGINNING; ALL LYING IN THE NORTHWEST QUARTER SECTION 17, TOWNSHIP 27

NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI. CONTAINING 2.8 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING, INC., DRAWING NUMBER JOP-100-4461.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney