COUNCIL AGENDA
Monday, June 18, 2018
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Krissy Gooch, 192 S. Harlem Ave, Joplin, Would Like To Address The City Council Regarding The Council Meeting Held 6/4/18

   2. Margey Upson, 1218 W. 9th St. Joplin, Would Like To Address The City Council To Apologize To Mrs. Haase And The Mayor; And Also, To Talk About Public Safety.

   3. Tom Robertson, 1744 Morgan Heights, Carthage, Would Like To Address The City Council Regarding Police And Fire Pension And Current Proposed Cuts.

   4. Thomas Bowin, PO Box 1134, Joplin, Would Like To Address The City Council Regarding The Budget Cut Proposal.

   5. Grace Bentz, 605 Gary Court, Neosho, Would Like To Address The City Council Regarding A Personal Account As To Why People Are Leaving Employment Of The Joplin Police Dept. And The Impact It Has On Families.

   6. Marisa Foltz, 5415 W. Josh St, Springfield, MO, Would Like To Address The City Council Regarding Fire Department Retention.

   7. Mari Susan Cameron, 2634 S. Byers, Would Like To Address The City Council Regarding The Rezoning At 26th & Byers; Request To Address Council Forms, And City Taxes.

   8. Tom McAfee, 2635 S. Byers, Would Like To Address The City Council Regarding The Mohaska Walking Trail And Closure Of Mohaska Road;& Budget And Pension For Fire And Police.

   9. Larry Hartman, 2627 S. Byers Would Like To Address Council Regarding No Curbs, Trail Behind His House And Not Enough Compensation For Property For Trail He Doesn't Want.

   10. Sandi Wells. 2617 Byers, Would Like To Address The City Council Regarding The Mohaska Trail And Police And Firemen.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

2. COUNCIL BILL NO. 2018-510
An ordinance approving a Petition to add real property to and remove real property from the Northpark Lane Community Improvement District.

Documents:

CB2018-510.PDF

8. Consent Agenda

1. Notes From The June 4, 2018 Informal Council Meeting

Documents:

JUNE 4 -INFORMAL NOTES.PDF

2. Minutes Of The June 4, 2018 Joplin City Council Meeting

Documents:

MINUTES -JUNE 4, 2018.PDF

3. COUNCIL BILL NO. 2018-021
AN ORDINANCE amending Chapter 90, Peddlers and Solicitors, Division 2, Registration Certificate, by repealing Sec. 90-62, Application; and enacting a new Section 90-62, Application.

Documents:

CB2018-021.PDF

4. COUNCIL BILL NO. 2018-258

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-3 and including in District C-0 property as described below and located 200 feet south of West 26th Street, between South Picher Avenue and South Bird Avenue.

Documents:

CB2018-258.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2018-120
Approval of an Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Engineering Services for the update of the Pavement Management Plan at the Joplin Regional Airport on an emergency basis.

Documents:

CMT PMP AGREEMENT.PDF
CB 2018-120 CMT PMP AGREEMENT.PDF

AVIATION_PROJECT_CONSULTANT_AGREEMENT_PMP_2018.PDF
JLN 3-29-0037-038-2018 GO LTR.PDF

2. COUNCIL BILL NO 2018-121
AN ORDINANCE approving the City of Joplin to enter into an agreement with Kansas City University of Medicine and Biosciences (KCU) for the payment to the CDBG-DR program from KCU for the additional expense of rerouting a portion of the CDBG-DR funded Mohaska Trail project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2018-121 KCU AGREEMENT.PDF
CB-2018-121 KCU_MOHASKA TRAIL COUNCIL GREEN SHEET.PDF
CITY OF JOPLIN-KCUMB AGREEMENT (MOHASKA TRAIL) (060418 CLEAN) (812458XA006D).PDF
LOCATION MAP.PDF
STUDY AREA MAP3.PDF

3. COUNCIL BILL NO. 2018-122
AN ORDINANCE approving the City of Joplin to enter into an Amendment with the Joint Engineering Team (JET) for the additional fees of rerouting a portion of the CDBG-DR funded Mohaska Trail project in an amount not to exceed seventeen thousand seven hundred thirty-nine and 00/100 dollars ($17,739.00) and authorizing the City Manager or his designed to execute the same by and on behalf of the City of Joplin; containing an emergency clause.

Documents:

CB 2018-122 JET WAA3 - MOHASKA TRAIL COUNCIL GREEN SHEET (002).PDF
CB 2018-122 JET WAA3 - MOHASKA TRAIL COUNCIL ORDINANCE.PDF
AMENDMENT 3 TO JET CDBG DR-1 TRAIL 6-11-18.PDF
LOCATION MAP.PDF
STUDY AREA MAP3.PDF

4. COUNCIL BILL NO. 2018-123
AN ORDINANCE approving the City of Joplin to enter into an agreement with Jeff Asbell Excavating and Trucking Inc.in the amount of Fifty-Six Thousand Five Hundred Twelve and 40/100 dollars ($56,512.40) for construction of the McCoy Extension at 26th Street Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

COUNCIL BILL ORDINANCE 2018-123-ASBELL-MCCOY AT 26TH.PDF
SUMMARY SHEET CB 2018-123-ASBELL - MCCOY EXT AT 26TH.PDF
12-MT AGREEMENT AND BONDS.PDF
017-3045 EXHIBIT.PDF
BID TAB FORM.PDF

5. COUNCIL BILL NO 2018-124
AN ORDINANCE approving Work Authorization with Allgeier-Martin & Associates Inc. in the not to exceed amount of Thirty One Thousand Nine Hundred Sixty Five and No/100 Dollars ($31,965.00) for engineering services

associated Grit Auger Design, Bidding and Construction Management for the Shoal Creek Wastewater Treatment Facility and containing an emergency clause.

Documents:

CB 2018-124_SUMMARY SHEET GRIT AUGER.PDF
WAA-OC-18-003 DRAFT.PDF
CB 2018-124.PDF

6. COUNCIL BILL NO 2018-125
AN ORDINANCE approving a Work Authorization with Joplin Joint Engineering Team in the not to exceed amount of One Million Four Hundred Eighty-Two Thousand Two Hundred Thirty-Seven and 00/100 Dollars ($1,482,237.00) for design, survey, bidding and construction services for sidewalk, curb & gutter, street and storm water projects in the recovery area funded through CDBG-DR, and containing an emergency clause.

Documents:

PAP 9_JET LOCATION MAP.PDF
RECOVERY AREA CB-2018-125.PDF
SUMARY 2018-125 JET DR1 2 PAP 9-1.PDF
WA PAP 9-1.PDF

7. COUNCIL BILL NO. 2018-450
AN ORDINANCE authorizing a Participation Agreement For State Investment In Local Public Health Agencies and a Memorandum of Understanding for participation in the Children's Health Insurance Program (CHIP) Health Services Initiatives (H.S.I.) project, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, and for the City of Joplin Health Department to receive compensation, for up to Ninety-Seven Thousand, Eight Hundred Sixty-Five Dollars, no Cents, ($97,865.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents:

CB2018-450-SUMMARY SHEET.PDF
CB2018-450-COUNCIL BILL.PDF
CB 2018-450 SUPPLEMENTAL ITEM.PDF

8. COUNCIL BILL NO. 2018-607
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Superion, LLC for the purpose of providing Superion NaviLine Public Administration applications for the not to exceed price of One Hundred Seventy Eight Thousand Nine Hundred Twenty Seven and 50/100 Dollars ($178,927.50); authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2018-607 SUMMARY SHEET.PDF
2018-607 COJ SUPERION LLC AGREEMENT FOR IT SERVICES.PDF
SUPERIONCLOUD_5YEAR.PDF

9. COUNCIL BILL NO. 2018-608

COUNCIL BILL 2018-608 - an ordinance approving the reclassification of a position from the Public Works Department to the IT Department; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and containing an emergency clause.

Documents:

CB 2018-608 SUMMARY.PDF
CB 2018-608 COUNCIL BILL.PDF
CB 2018-608 SUPPLEMENTAL.PDF

11. **Ordinances - First Reading**

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

    1. COUNCIL BILL NO. 2018-510

       AN ORDINANCE approving a Petition to add real property to and remove real property from the Northpark Lane Community Improvement District.

       Documents:

       CB2018-510.PDF

13. **Unfinished Business**

14. **New Business**

    1. News From The Public Information Officer, Lynn Onstot

    2. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys; And The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information; As Set Forth In Section 610.021(1) (3) RSMo, As Amended, 2017. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session

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

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

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

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

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

2. Approach the podium and state your name and address clearly for the record.

3. Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5 minute time limit.

4. Please do not repeat testimony that has been given previously. We want you to state your facts, but limit your information to only new information.

5. Everyone is invited to speak, however, if you have a spokesperson please allow them to speak without interrupting for applause or other demonstrations.

6. When the Public Hearing is closed by the Mayor, no additional testimony is allowed except when invited by the Mayor or other members of the Council.

7. Remember that this is a Public Hearing and all sides have a right to give testimony. Please respect their right to do so.

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2017 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JUNE 4, 2018

COUNCIL BILL 2018-510
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: NORTHPARK MALL COMMUNITY IMPROVEMENT DISTRICT PETITION TO ADD REAL PROPERTY TO AND REMOVE REAL PROPERTY FROM THE NORTHPARK CID , EXHIBIT A

Finance Director: Leslie Haase	**Date:**
City Attorney: Peter Edwards	**Date:**
City Manager: Sam Anselm	**Date:**

INTRODUCTION:
This Council Bill approves a petition amending the boundaries of the Northpark Lane Community Improvement District (District), including the removal of certain real property from and addition of certain real property to the District.

DISCUSSION:
The Northpark Mall owners submitted a petition to the City to amend the boundaries of the District which was formed pursuant to City Ordinance 2014-90. The 2018 petition provides for the removal of certain real property from and the addition of certain real property to the District. Specifically, the 2018 petition adds the Dunham's Sports parcel to the District and clarifies that no part of the Macy's Men's and Women's store is within the District.

The petition proposes to continue to collect a 1% sales tax within the district to fund the improvements listed in the petition. The improvements will be as provided in the 2014 petition which established the District. The CID will issue bonds in order to make the reimburse the Northpark Mall owners for improvements that have been completed to date and to pay for the improvements which remain to be completed. The bonds will not be an obligation of the City of Joplin.

This District will remain a separate political subdivision governed by a Board of Directors, appointed by the Mayor, with the consent of the City Council.

The District will provide certain financial information to the City as required by the 2018 petition and will pay the City an annual administrative fee of $2,500.

The Mall is a vital economic driver in our community and it is important to support the requested enhancements for the benefit of the public. These improvements are needed to enhance the competitiveness of the mall.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

PETITION TO ADD REAL PROPERTY TO AND REMOVE REAL PROPERTY FROM THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

City of Joplin, Missouri

May 30, 2018

EXHIBITS

EXHIBIT A PETITION TO ESTABLISH THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

EXHIBIT B ORDINANCE NUMBER 2014-090 ESTABLISHING THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

EXHIBIT C PRIOR DISTRICT LEGAL DESCRIPTION

EXHIBIT D PARCELS TO BE REMOVED BY THE PETITION

EXHIBIT E PARCELS TO BE ADDED BY THE PETITION

EXHIBIT F LEGAL DESCRIPTION OF DISTRICT UPON APPROVAL OF PETITION

EXHIBIT G DISTRICT BOUNDARY MAP

PETITION ADD REAL PROPERTY TO AND REMOVE REAL PROPERTY FROM THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

This petition ("Petition") to remove certain real property and add certain real property to the Northpark Lane Community Improvement District (the "District") located in the City of Joplin, Missouri (the "City") is submitted to the City in accordance with the Community Improvement District Act as set forth in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "Act").

At set forth herein, the entity signing this Petition in accordance with the Act (the "Petitioner") requests that the governing body of the City (the "City Council") hold a public hearing and approve and adopt the Petition as described herein and in accordance with the Act.

1. DESCRIPTION OF THE DISTRICT

A. Creation and Establishment of the District

The District was created and established, pursuant to the terms set forth in the Petition to Establish the Northpark Lane Community Improvement District (the "Original Petition") and in accordance with the Missouri Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "Act"), by the City Council's approval and adoption of Ordinance Number 2014-090 (the "Ordinance"), on or about June 16, 2014. The District has, thereafter, continued in lawful existence and operation, without interruption, and the Original Petition has not been previously amended or modified. A copy of Ordinance Number 2014-090 is attached hereto as Exhibit B and incorporated herein by this reference.

B. Name of District

The name of the District is the Northpark Lane Community Improvement District and shall remain unchanged upon amendment by this Petition.

C. Legal Description

The District, as approved by the Ordinance, includes all of the real property set forth in the legal description in Exhibit C of the Petition (the "Existing Land") and, upon adoption of this Petition, will be amended to reflect the removal of certain real property from the District (the "Removed Land") as legally described in Exhibit D and the addition of certain property to the District as legally described in Exhibit E of the Petition (the "Added Property"). "District Land" as used in this Petition and as legally described in Exhibit F, shall mean, collectively, the Existing Land and the Added Property less and except the Removed Land.

D. Boundary Map

A map portraying the amended boundaries of the District is attached as Exhibit G to this Petition.

2. PETITIONER

Based on the tax records of Jasper County, Missouri as of the date of the filing of this Petition, Petitioner:

A. Collectively owns more than fifty percent (50%) by assessed value of the property to be added to the District by this Petition; and

B. Collectively represents more than fifty (50%) per capita of all owners of the property to be added to the District by this Petition.

3. FIVE YEAR PLAN

A. Purpose of the District

The purposes of the District as set forth in the Petition shall remain unchanged upon adoption of this Amended Petition.

B. Services and Improvements

The services and improvements as set forth in the Original Petition shall remain unchanged upon adoption of this Petition.

C. Budget

The budget of the District as set forth in the Original Petition shall remain unchanged upon adoption of this Petition.

D. Powers

The powers of the District as set forth in the Original Petition shall remain unchanged upon adoption of this Petition.

4. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall remain a political subdivision of the State of Missouri and shall not operate as a not-for-profit corporation. The District shall continue to have all of the powers granted to and or exercisable by a Community Improvement District according to the Act except to the extent its powers are expressly limited by the Original Petition or this Petition.

B. Board of Directors:

1. Number

The number of members on the District's Board of Directors as set forth in the Original Petition shall remain unchanged upon adoption of this Petition.

2. Qualifications

The qualification requirements in the Original Petition for the District's five (5) member Board of Directors as set forth in the Original Petition shall remain unchanged upon adoption of this Petition.

3. Terms

The process for the election and/or appointment of members of the Board of Directors shall be as set forth in the Original Petition.

4. Successor Directors

The terms of office of members of the Board of Directors shall remain unchanged upon adoption of this Petition.

5. Ex Officio City Representative

The ex officio city representative as set forth in the Original Petition shall remain unchanged upon adoption of this Petition.

5. REAL PROPERTY TAX

The District, following adoption of this Petition, shall have no power to submit a real property tax to the qualified voters for approval; as such, the maximum rate of real property taxes imposed by the District on District Property is zero consistent with the Original Petition.

6. SPECIAL ASSESSMENT

The District, following adoption of this Petition, shall have no power to impose a special assessment; as such, the maximum rate of special assessment imposed by the District on District Property is zero consistent with the Original Petition.

7. SALES TAX

The District, pursuant to its Resolution No. 2016-02, approved by mail-in ballot of the eligible voters of the District, imposed a sales tax in the amount of 1% that shall remain unchanged upon adoption of this Petition.

8. ASSESSED VALUE

As of the date of this Petition, the total assessed value of all of the real property to be added to the District pursuant to this Petition is $771,230.00 according to the records of the Jasper County Assessor's Office. The total assessed value of all of the real property to be included in the District, including the Added Property, upon adoption of this Petition is $9,799,310.

Address	Parcel I.D.	Assessed Value 2017
201 N. Northpark Ln	20300600000004001	1,207,640
Northpark Lane	20300600000004902	19,040
Northpark Lane	20300600000004903	27,200
S. Range Line Road	20300600000010000	5,908,220
137 N. Range Line Road	20300600000010002	218,720
101 N. Range Line Road	20300600000010003	96,420
JOP	20300600000010004*	1,040,550
JOP	20300600000010005*	510,290
JOP	20300600000001202	771,230
	Total	$9,799,310

*Note that a portion of each of these parcels is being removed from the District while a portion of each of these parcels will remain within the District. See Exhibit F and Exhibit G for further detail.

9. LIFE OF DISTRICT

The maximum length of time for the existence of the District shall be until the earlier of: (a) twenty (20) years following the effective date of the District Sales Tax (September 30, 2036); or (b) upon redemption or maturity of all District Obligations issued by the District to fund the District Project. The proposed length of time for the existence of the District as set forth above and in the Original Petition shall remain unchanged upon adoption of this Petition.

10. BORROWING CAPACITY AND REVENUE GENERATION

The District shall have all powers and authority as set forth in the Original Petition.

11. FISCAL YEAR OF THE DISTRICT, REPORTING, ANNUAL BUDGET

The fiscal year, budget, annual meeting and reporting requirements of the District as set forth in the Original Petition shall remain unchanged upon adoption of this Petition.

12. REQUEST TO AMEND ESTABLISHED DISTRICT

By execution and submission of this Petition, Petitioner requests that the City Council hold a public hearing in accordance with Section 67.1421 of the Act and adopt an ordinance to establish the District as set out in this Petition and in accordance with the Act and this Petition.

By execution and submission of this Petition, Petitioner requests that the City Council amend the boundaries of the District as set out in this Petition.

The signature pages, attached hereto, are incorporated by reference as though fully set forth herein.

13. NOTICE TO PETITIONERS

The signature of the undersigned may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk of the City of Joplin.

14. BLIGHT DETERMINATION

This Petition does not include a request for a determination of blight for any real property within the District.

14. SEVERABILITY

If any provision of the Original Petition or this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of the Original Petition or this Petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition or the Original Petition invalid, inoperative or unenforceable to any extent whatsoever.

15. FINANCIAL INFORMATION

On or prior to the fifteenth (15) day of each month, the District shall use reasonable efforts to provide to the Finance Director of the City of Joplin: (1) a copy of the bank statement received from Arvest Bank for the account of the District for the previous month and (2) a copy of the statements received from the Missouri Department of Revenue detailing the amount of Local Option Sales and Use Taxes received by the District for the previous month. Notwithstanding the foregoing, in no event shall the District's failure to provide such statements be considered a default under any agreement between the District and the City. The District shall sign an Irrevocable Authorization and Consent to the Release of this financial and bank account information to the City of Joplin, on appropriate forms approved by the District's bank and the Missouri Department of Revenue, including but not limited to Form 4379. In the event that the above information is not timely provided to the City, the City shall have the right to

request the information from the District's bank and the Missouri Department of Revenue. Further, the District agrees to pay the City of Joplin a $2,500 annual administrative fee.

16. CONSENT OF THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT TO ADD PROPERTY TO AND REMOVE REAL PROPERTY FROM THE BOUNDARIES OF THE DISTRICT AS SET FORTH IN THIS PETITION

By signing below, the Chairman of the Board of Directors of the Northpark Lane Community Improvement District consents to the removal and addition of certain properties to the District pursuant to this Petition.

THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT
By and through its Chairman of the Board of Directors:

_____
Joan Ghani, Chairman

Together with the signator who has executed the attached signature page.

Signature Page for Petition to Remove and Add Real Property to the Northpark Lane Community Improvement District

The undersigned requests that the City Council of the City of Joplin, Missouri, add real property to the Northpark Lane Community Improvement District according to the preceding.

Name of Owner:	Northpark Mall/Joplin, LLC
Owner's Telephone Number:	423-855-0001
Owner's Mailing Address:	2030 Hamilton Place Boulevard Chattanooga, TN 37421-6000
Name of Signer:	Jeffery Curry
Basis of Legal Authority to Sign:	Chief Legal Officer of CBL Holdings I, Inc., the sole general partner of CBL & Associates Limited Partnership, the sole member and chief manager of the Owner
Signer's Telephone Number:	(423) 490-8642
Signer's Mailing Address:	2030 Hamilton Place Boulevard Chattanooga, TN 37421-6000

Entity Type: Delaware limited liability company

The map, parcel number and assessed value of the tract of real property to be added to the District owned: The Added Property will contain the following parcel:

Address	Parcel I.D.	Assessed Value (2017)	Map	Legal Description
JOP MALL 101 Range Line Rd, Bldg D, Joplin, MO 64801	20300600000001202	$771,230	See attached Exhibit G	See attached Exhibit E

The map, parcel number and assessed value of the tract of real property to be removed from the District owned: The Removed Land will contain a portion of the following parcels:

Address	Parcel I.D.	Assessed Value (2017)	Map	Legal Description
JOP MALL 101 Range Line Rd, Bldg D, Joplin, MO 64801	20300600000010005	$510,290	See attached Exhibit G	See attached Exhibit D
JOP MALL 101 Range Line Rd, Bldg D, Joplin, MO 64801	20300600000010004	$1,040,550	See attached Exhibit G	See attached Exhibit D

Signature Page for Petition to Remove and Add Certain Real Property to the Northpark Lane Community Improvement District

By executing this Petition, the undersigned represents and warrants that he has received a copy of this Petition and its exhibits, has read this Petition and its exhibits, is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his signature may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

NORTHPARK MALL/JOPLIN, LLC,
a Delaware limited liability company

By: CBL & Associates Limited Partnership,
its sole member and chief manager

By: CBL Holdings I, Inc., its sole general partner

By: _____
Name: Jeffery Curry
Title: Chief Legal Officer

Date: _____ ___, 2018

STATE OF TENNESSEE)
) **SS.**
COUNTY OF HAMILTON)

On this ____ day of _____, 2018, before me personally appeared Jeffery Curry, the Chief Legal Officer of CBL Holdings I, Inc., the sole general partner of CBL & Associates Limited Partnership, the sole member and chief manager of Northpark Mall/Joplin, LLC**,** to me personally known to be the individual described in and who executed the foregoing instrument by authority of the members of Northpark Mall/Joplin, LLC**,** and acknowledged that she executed the same as the free act and deed of said Northpark Mall/Joplin, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires:
_____

Signature Page for Petition to Remove and Add Certain Real Property to the Northpark Lane Community Improvement District

By executing this Petition, the undersigned represents and warrants that he has received a copy of this Petition and its exhibits, has read this Petition and its exhibits, is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his signature may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

CBL AND ASSOCIATES MANAGEMENT, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Date: _____ ___, 2018

STATE OF TENNESSEE)
) **SS.**
COUNTY OF HAMILTON)

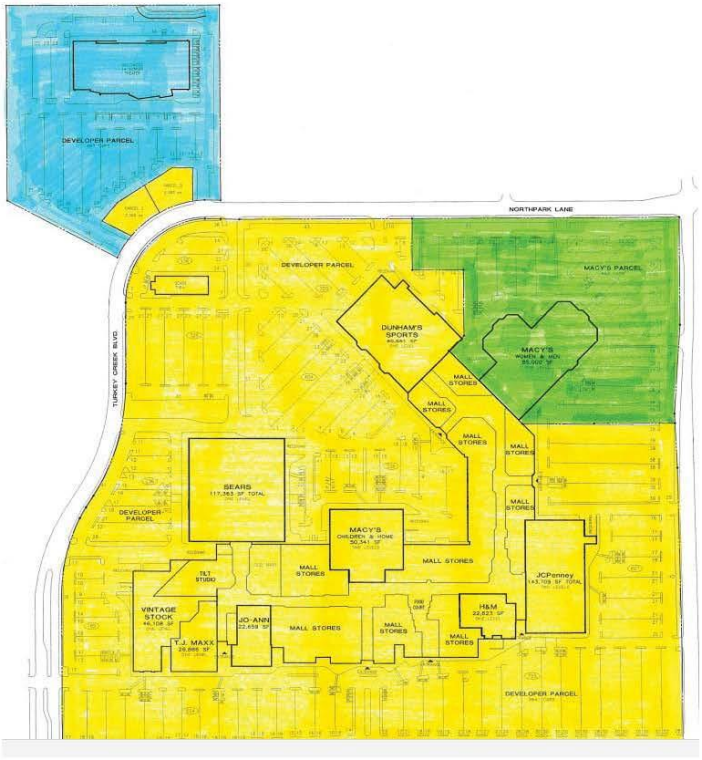
On this ____ day of _____, 2018, before me personally appeared _____, the _____ of CBL and Associates Management, Inc., to me personally known to be the individual described in and who executed the foregoing instrument by authority of the board of directors of said CBL and Associates Management, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires:
_____

MAP OF PROPERTY OWNERS



Owned by CBL & Associates Management, Inc.

Owned by others

Owned by Northpark Mall/Joplin, LLC.

EXHIBIT A

2014 PETITION TO ESTABLISH THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

EXHIBIT B

ORDINANCE NUMBER 2014-090 ESTABLISHING THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

EXHIBIT C

PRIOR DISTRICT LEGAL DESCRIPTION

THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

THE SAME TRACT AS DESCRIBED IN THE NEWTON COUNTY ABSTRACT & TITLE CO. TITLE COMMITMENT NUMBER 16978 WITH AN EFFECTIVE DATE OF AUGUST 25, 2003.

TRACT 1 (FEE PARCEL)
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 32 WEST; THENCE SOUTH 89°35'00" WEST, 35.00 FEET; THENCE SOUTH 00°25'00" EAST, 1235.97 FEET TO THE NORTHERLY RIGHT-OF-WAY OF THIRD STREET, FOR A POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 88°58'56" WEST, 142.99 FEET; THENCE SOUTH 88°43'42" WEST, 614.00 FEET; THENCE SOUTH 89°39'42" WEST, 500.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF US ROUTE 71 (RANGELINE ROAD); THENCE ALONG SAID RIGHT-OF-WAY, NORTH 00°05'18" WEST, 541.61 FEET; THENCE LEAVING THE RIGHT-OF-WAY, SOUTH 89°43'43" EAST, 220.00 FEET; THENCE NORTH 00°05'18" WEST, 435.80 FEET; THENCE NORTH 89°43'43" WEST, 200.00 FEET TO THE AFOREMENTIONED RIGHT-OF-WAY; THENCE NORTH 00°05'18" WEST, 277.18 FEET; THENCE NORTH 06°06'19" EAST, 182.39 FEET; THENCE NORTH 00°05'18" WEST, 563.59 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF TURKEY CREEK BLVD.; THENCE NORTH 89°37'20" EAST, 654.91 FEET; THENCE 261.91 FEET ALONG A 565.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS SOUTH 77°09'34" EAST, 259.57 FEET; THENCE 40.49 FEET ALONG A 257.28 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS SOUTH 60°10'55" EAST, 40.45 FEET; THENCE SOUTH 57°13'46" EAST, 44.06 FEET; THENCE 380.49 FEET ALONG A 662.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 73°55'23" EAST, 375.11 FEET; THENCE NORTH 89°57'31" EAST, 262.06 FEET; THENCE 409.12 FEET ALONG A 270.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS SOUTH 46°37'58" EAST, 371.09 FEET TO THE WEST RIGHT-OF-WAY OF NORTHPARK LANE; THENCE SOUTH 00°55'55" WEST, 51.85 FEET; THENCE SOUTH 00°27'17" WEST, 60.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 89°31'52" WEST, 660.58 FEET; THENCE SOUTH 00°11'34" EAST, 166.37 FEET; THENCE SOUTH 00°26'00" EAST, 272.78 FEET; THENCE SOUTH 45°25'05" EAST, 332.19 FEET; THENCE SOUTH 44°37'24" WEST, 331.97 FEET; THENCE SOUTH 00°25'00" EAST, 493.46 FEET TO THE POINT OF BEGINNING. CONTAINING 59.82 ACRES MORE OR LESS. BEARINGS BASE ON RECORD BEARING ALONG THE SECOND COURSE FROM THE POINT OF COMMENCEMENT. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING INC. DRAWING NUMBER JOP 100-814.

And also including the following described property:

THE SAME TRACT AS DESCRIBED IN THE NEWTON COUNTY ABSTRACT & TITLE CO. TITLE COMMITMENT NUMBER 16978 WITH AN EFFECTIVE DATE OF AUGUST 5, 2003.

ALL OF LOTS 1, 2 AND 3 IN NORTHPARK HOLLYWOOD SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FORMERLY DESCRIBED AS:

COMMENCING AT THE CENTER OF SAID SECTION 6; THENCE NORTH 01°40'28" EAST, 226.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°22'40" WEST, 625.40 FEET; THENCE NORTH 03°00'28" EAST, 52.41 FEET; THENCE 353.39 FEET ALONG A 329.98 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 31°25'27" WEST, 336.74 FEET; THENCE NORTH 28°56'32" EAST, 400.08 FEET; THENCE SOUTH 88°22'39" EAST, 624.77 FEET; THENCE SOUTH 01°40'28" WEST, 690.11 FEET TO THE POINT OF BEGINNING. CONTAINING 11.00 ACRES MORE OR LESS.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 6; THENCE ALONG THE EAST LINE OF NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 6, NORTH 01°40'28" EAST, 226.58 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER, NORTH 88°22'40" WEST, 625.40 FEET TO THE EAST RIGHT-OF-WAY LINE OF TURKEY CREEK BOULEVARD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 03°00'28" EAST, 52.41 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, 353.39 FEET ALONG A 329.98 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 31°25'27" WEST, 336.74 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 28°56'32" EAST, 400.08 FEET; THENCE SOUTH 88°22'39" EAST, 624.77 FEET TO THE EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 7; THENCE ALONG SAID EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER, SOUTH 01°40'28" WEST, 690.11 FEET TO THE POINT OF BEGINNING. CONTAINING 11.00 ACRES MORE OR LESS. ALL LYING IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. CONDITIONS AND MONUMENTS AS SHOWN ON ANDERSON ENGINEERING, INC. DRAWING NUMBER JOP 100-767.

EXHIBIT D
PARCELS TO BE REMOVED BY THE PETITION

A TRACT OF LAND LOCATED IN THE WEST ONE-HALF (W½) OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 32 WEST, JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 79.40 FEET NORTH AND 35.00 FEET WEST OF A STONE FOUND AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE¼) OF THE SOUTHWEST QUARTER (SW¼) OF SAID SECTION 6;
THENCE NORTH 00°25'00" WEST, 493.48 FEET, ALONG THE CENTERLINE OF VACATED NORTHPARK LANE TO A (P.I.);
THENCE NORTH 44°36'26" EAST, 332.00 FEET TO A (P.I.);
THENCE SOUTH 45°23'34" EAST, 71.00 FEET TO A (P.I.);
THENCE NORTH 89°36'26" EAST, 212.11 FEET TO A (P.I.);
THENCE NORTH 00°29'14" WEST, 165.00 FEET TO A (P.I.);
THENCE NORTH 89°36'26" EAST, 165.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF PROPOSED NORTHPARK LANE;
THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 00°29'14" EAST, 861.46 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF THIRD STREET;
THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 89°35'56" WEST, 344.997 FEET TO A (P.I.);
THENCE NORTH 86°28'47" WEST, 288.686 FEET TO A (P.I.);
THENCE SOUTH 87°16'24" WEST, 30.036 FEET TO THE POINT OF BEGINNING, CONTAINING 10.81 ACRES MORE OR LESS, (INCLUDING A PORTION OF VACATED NORTHPARK LANE).

BASIS OF BEARINGS ASSUMED NORTH AZIMUTH.
(RANGE LINE ASSUMED DUE NORTH/SOUTH).

EXHIBIT E
PARCELS TO BE ADDED BY THE PETITION

TRACT 1:

A TRACT OF LAND LOCATED IN THE WEST ONE-HALF (W1/2) OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 32 WEST, JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN AXLE FOUND (IRON PIN RECORD) AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, THENCE SOUTH 89°35'00" WEST 35.00 FEET, THENCE NORTH 00°11'00" WEST 166.59 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE TRACT, SAID POINT BEING ALSO THE POINT OF BEGINNING, THENCE NORTH 89°33'12" EAST 660.58 FEET TO THE NORTHEAST CORNER OF THE TRACT, THENCE SOUTH 00°29'14" EAST 560.15 FEET TO A POINT, THENCE SOUTH 89°36'26" WEST 165.00 FEET, THENCE SOUTH 00°29'14" EAST 165.00 FEET, THENCE SOUTH 89°36'26" WEST, 212.11 FEET, THENCE NORTH 45°23'34" WEST, 403.27 FEET TO THE CENTERLINE OF VACATED NORTH PARK LANE, THENCE ALONG SAID CENTERLINE, NORTH 00°25'00" WEST 272.77 FEET, THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 00°11'00" WEST 166.59 FEET TO THE POINT OF BEGINNING.

TRACT 2:
NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND ACCESS TO AN FROM PUBLIC RIGHTS-OF-WAY, FOR PARKING FOR THE CIRCULATION OF VEHICLES, FOR ACCESS TO CERTAIN UTILITY FACILITIES TO AND AS DELINEATED AND DEFINE BY CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED DECEMBER 18, 1985 IN BOOK 1303 AT PAGE 101, AS ASSIGNED TO METROPOLITAN LIFE INSURANCE COMPANY IN RECIPROCAL EASEMENT AGREEMENT, ASSIGNMENT AND ASSUMPTION AGREEMENT FILED MAY 22, 1990 AT 2:35 P.M. IN BOOK 1375 AT PAGE 356, AND AMENDMENT NO. 1 FILED NOVEMBER 12, 1996 AT 11:39 A.M. IN BOOK 1516 AT PAGE 2321, AS MODIFIED BY AFFIDAVIT FILED JANUARY 28, 2997 AT 2:41 P.M. IN BOOK 1522 AT PAGE 313 AND AS CORRECTED BY INSTRUMENT FILED JUNE 24, 1997 AT 8:01 A.M. IN BOOK 1533 AT PAGE 1585, AND METROPOLITAN AGREEMENT RELATING TO AMENDMENT NO. 1, FILED JUNE 24, 1997 AT 8:03 A.M. IN BOOK 1533 AT PAGE 1612, ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENT FILED JULY 10, 1998 AT 12:57 P.M. IN BOOK 1568 AT PAGE 952, ASSIGNMENT FILED OCTOBER 20, 1998 AT 4:01 P.M. IN BOOK 1578 AT PAGE 1344, ASSIGNMENT FILED DECEMBER 31, 1998 AT 1:23 P.M. IN BOOK 1586 AT PAGE 211, AND ASSIGNMENT FILED DECEMBER 4, 2004 AT 3:34:15 P.M. IN BOOK 1897 AT PAGE 530.

EXHIBIT F
LEGAL DESCRIPTION OF DISTRICT UPON APPROVAL OF PETITION

THE SAME TRACT AS DESCRIBED IN THE NEWTON COUNTY ABSTRACT & TITLE CO. TITLE COMMITMENT NUMBER 16978 WITH AN EFFECTIVE DATE OF AUGUST 25, 2003.

TRACT 1 (FEE PARCEL)
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And also including the following described property:

THE SAME TRACT AS DESCRIBED IN THE NEWTON COUNTY ABSTRACT & TITLE CO. TITLE COMMITMENT NUMBER 16978 WITH AN EFFECTIVE DATE OF AUGUST 5, 2003.

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COMMENCING AT THE CENTER OF SAID SECTION 6; THENCE NORTH 01°40'28" EAST, 226.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°22'40" WEST, 625.40 FEET; THENCE NORTH 03°00'28" EAST, 52.41 FEET; THENCE 353.39 FEET ALONG A 329.98 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 31°25'27" WEST, 336.74 FEET; THENCE NORTH 28°56'32" EAST, 400.08 FEET; THENCE SOUTH 88°22'39" EAST, 624.77 FEET; THENCE SOUTH 01°40'28" WEST, 690.11 FEET TO THE POINT OF BEGINNING. CONTAINING 11.00 ACRES MORE OR LESS.

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COMMENCING AT THE CENTER OF SAID SECTION 6; THENCE ALONG THE EAST LINE OF NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 6, NORTH 01°40'28" EAST, 226.58 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER, NORTH 88°22'40" WEST, 625.40 FEET TO THE EAST RIGHT-OF-WAY LINE OF TURKEY CREEK BOULEVARD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 03°00'28" EAST, 52.41 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, 353.39 FEET ALONG A 329.98 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 31°25'27" WEST, 336.74 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 28°56'32" EAST, 400.08 FEET; THENCE SOUTH 88°22'39" EAST, 624.77 FEET TO THE EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 7; THENCE ALONG SAID EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER, SOUTH 01°40'28" WEST, 690.11 FEET TO THE POINT OF BEGINNING. CONTAINING 11.00 ACRES MORE OR LESS. ALL LYING IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. CONDITIONS AND MONUMENTS AS SHOWN ON ANDERSON ENGINEERING, INC. DRAWING NUMBER JOP 100-767.

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A TRACT OF LAND LOCATED IN THE WEST ONE-HALF (W1/2) OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 32 WEST, JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN AXLE FOUND (IRON PIN RECORD) AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, THENCE SOUTH 89°35'00" WEST 35.00 FEET, THENCE NORTH 00°11'00" WEST 166.59 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE TRACT, SAID POINT BEING ALSO THE POINT OF BEGINNING, THENCE NORTH 89°33'12" EAST 660.58 FEET TO THE NORTHEAST CORNER OF THE TRACT, THENCE SOUTH 00°29'14" EAST 560.15 FEET TO A POINT, THENCE SOUTH 89°36'26" WEST 165.00 FEET, THENCE SOUTH 00°29'14" EAST 165.00 FEET, THENCE SOUTH 89°36'26" WEST, 212.11 FEET, THENCE NORTH 45°23'34" WEST, 403.27 FEET TO THE CENTERLINE OF VACATED NORTH PARK LANE, THENCE ALONG SAID CENTERLINE, NORTH 00°25'00" WEST 272.77 FEET, THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 00°11'00" WEST 166.59 FEET TO THE POINT OF BEGINNING.

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Less and except the following described property:

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THENCE NORTH 00°25'00" WEST, 493.48 FEET, ALONG THE CENTERLINE OF VACATED NORTHPARK LANE TO A (P.I.);

THENCE NORTH 44°36'26" EAST, 332.00 FEET TO A (P.I.);

THENCE SOUTH 45°23'34" EAST, 71.00 FEET TO A (P.I.);

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THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 00°29'14" EAST, 861.46 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF THIRD STREET;

THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 89°35'56" WEST, 344.997 FEET TO A (P.I.);

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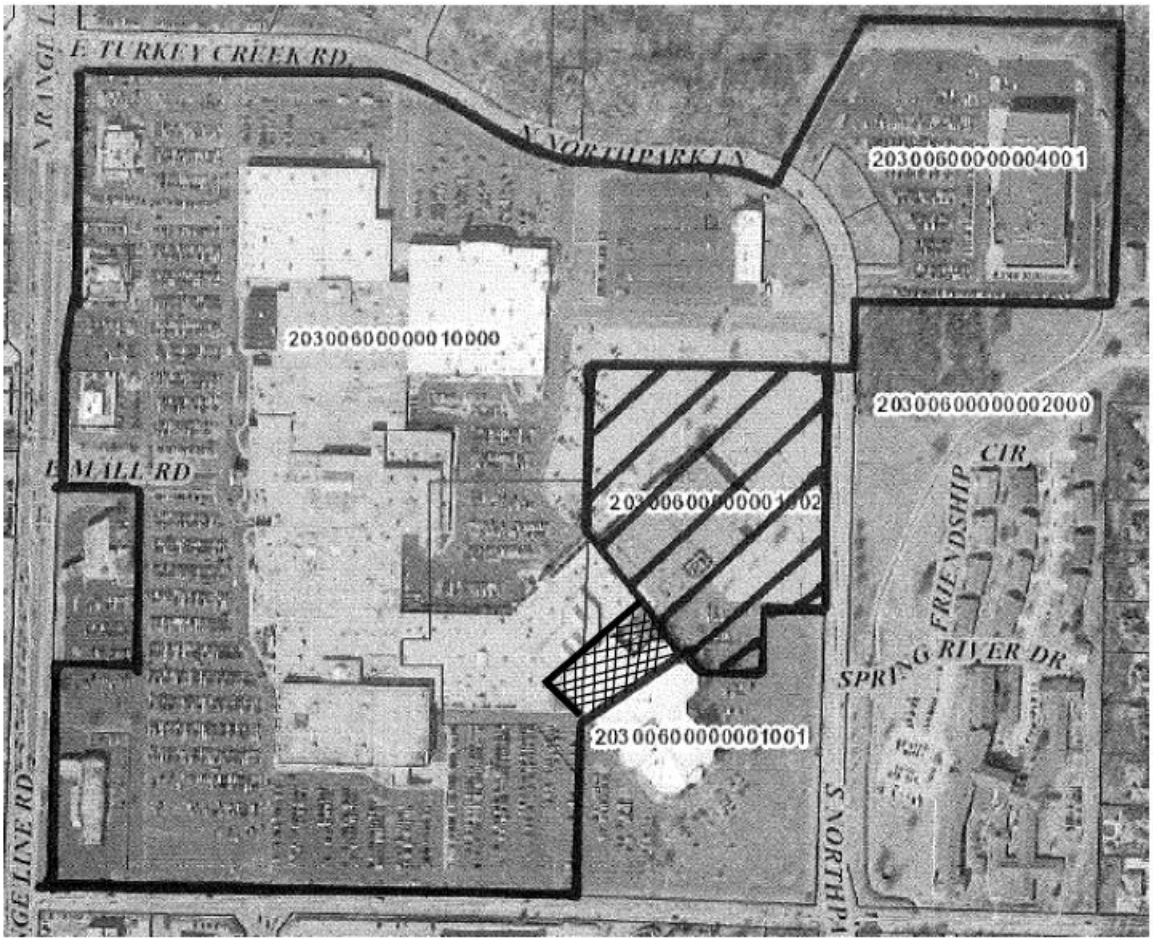
THENCE SOUTH 87°16'24" WEST, 30.036 FEET TO THE POINT OF BEGINNING, CONTAINING 10.81 ACRES MORE OR LESS, (INCLUDING A PORTION OF VACATED NORTHPARK LANE).

BASIS OF BEARINGS ASSUMED NORTH AZIMUTH.
(RANGE LINE ASSUMED DUE NORTH/SOUTH).

EXHIBIT G



Existing Northpark Lane Community Improvement District, approved by Ordinance Number 2014-090

Property to be added to the District pursuant to the Amended Petition

Property to be removed to the District pursuant to the Amended Petition

COUNCIL BILL NO. 2018-510 **ORDINANCE NO.**

AN ORDINANCE approving a Petition to add real property to and remove real property from the Northpark Lane Community Improvement District.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, 2000, as amended (the "CID Act"), authorize the governing body of any city, upon presentation of a proper petition requesting the addition of real property to and removal of real property from a Community Improvement District, to adopt an ordinance approving the addition of real property to and removal of real property from a Community Improvement District; and

WHEREAS, the City of Joplin, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the Northpark Lane Community Improvement District (the "District") was established pursuant to Joplin City Ordinance No. 2014-90 on or about June 16, 2014 ("2014 Ordinance"), a copy of which is included as Exhibit B to the 2018 Petition, as hereinafter defined; and

WHEREAS, on May 30, 2018, property owners within the District, collectively owning one hundred percent (100%) by assessed value of the real property and one hundred percent (100%) per capita of all owners of real property within the District filed with the City Clerk a petition for the addition of real property to and removal of real property from the District pursuant to the CID Act (the "2018 Petition"), said 2018 Petition recites the following facts:

(a) That the Petitioners are requesting the City Council to amend the boundaries of the District;

(b) The amended legal description of the District, including a map illustrating the updated district boundaries;

(c) A five-year plan stating that the District's Five-Year Plan included in the May 2014 petition (the "2014 Petition"), a copy of which is included as Exhibit A to the 2018 Petition, to establish the District, remain unchanged by the 2018 Petition;

(d) A notice that the signatures of the signers may not be withdrawn later than seven (7) days after the 2018 Petition is filed with the City Clerk;

(e) A statement that the District will remain a political subdivision governed by a five (5) member board appointed by the Mayor with the consent of the City Council;

(f) The total assessed value of all real property within the District;

(g) That the Petitioners are not seeking a determination that the District, or any legally described portion thereof, is a blighted area;

(h) The length of time for the existence of the District remains unchanged from the 2014 Ordinance and 2014 Petition;

(i) The method of financing for the District projects and services by implementation of a District Sales Tax on all retail sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo, at a rate not to exceed one percent (1%), upon an affirmative vote of the qualified voters of the District and in accordance with the CID Act remains unchanged from the 2014 Ordinance and 2014 Petition;

(j) That the District, pursuant to its Resolution No. 2016-02, will continue to impose a sales tax in the amount of 1%, which amount shall remain unchanged upon adoption of this Ordinance;

(k) That the District will continue to have no power to submit a real property tax to the qualified voters for approval;

(l) That the District will continue to have no power to submit a special assessment to the qualified voters for approval;

(m) That the District will submit certain financial information of the District to the City as provided in the 2018 Petition;

(n) That the District will make an annual payment of a $2,500 as an administrative payment to the City;

(o) The consent of the District to add property to and remove real property from the boundaries of the District;

(p) The limitations, if any, on the borrowing capacity of the District, the limitations, if any, on the revenue generated by the District, and any other limitations on the powers of the District remain unchanged from the 2014 Petition; and

WHEREAS, the City Clerk verified that the 2018 Petition substantially complies with the CID Act, submitted the verified 2018 Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven (7) days after the Petition was filed with the City Clerk; and

WHEREAS, all the real property included in the District is entirely located within the City of Joplin; and

WHEREAS, on June 18, 2018, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, the City Council having considered the evidence and testimony given at the public hearing, desires to approve the 2018 Petition and amend the boundaries of the District to reflect the additions of real property to and removal of real property from the District and make such other findings as necessary.

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

Section 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the 2018 Petition.

Section 2. The City Clerk has verified the 2018 Petition substantially complies with all submission requirements of the CID Act.

Section 3. The amendment to the boundaries of the District to reflect the addition of real property to and removal of real property from the District is hereby approved, as provided in the 2018 Petition, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The District includes the contiguous tracts of real estate as described and shown in the attached 2018 Petition.

Section 4. As set forth in the 2014 Petition, the District shall continue to be governed by a board of directors consisting of five (5) members, appointed by the Mayor with the consent of the City Council in accordance with Section 67.1451.5 of the CID Act.

Section 5. The District's Board of Directors shall have the authority to impose a sales tax as set forth in the 2014 Petition and in conformance with the CID Act.

Section 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the 2014 Petition.

Section 7. Pursuant to the 2014 Ordinance, the maximum length of time for the existence of the District shall continue to be be until the earlier of: (a) twenty (20) years following the effective date of the District Sales Tax; or (b) upon redemption or maturity of all District Obligations issued by the District to fund the District Project and the District Services.

Section 8. The City Manager, City Clerk and any other appropriate City officials are hereby authorized to take any action as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

Section 9. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section

and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 10. This Ordinance shall become effective immediately upon approval by the City Council and execution of the Ordinance by the Mayor.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIC CITY COUNCIL

INFORMAL MEETING NOTES

JUNE 4, 2018

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Semi-annual health insurance report from Segal

Before Council heard from the Segal representatives, Leslie updated the council on the Health Nuts committee (the employees' health committee). She introduced Dan Pekarek as the new co-chair of this committee. Dan will be overseeing the wellness part of the committee. His role as co-chair is to focus on healthy behaviors such as diet and exercise.

Leslie is the other co-chair and her focus will be on the insurance part. She introduced the Segal reps: Kim from Detroit and Dorothy from Chicago.

Kim reviewed the report the council received before the meeting. The 2017 financial statement showed that 2017 was an excellent year in terms of no large claims and expenses being down. There was a total $ 5.4 million in expenses, which averages about $ 452,000 per month. There were additional contributions of $464,000 to the reserves.

The reserve statement that was provided last year showed the appropriate level of $2.8 million. We're at $2.6 million. Overall, it was a good report and Leslie stated that part of this was attributed to the Health Nut's committee's campaign to raise awareness regarding the importance of health; and the fact that a lot of our costs are way below national averages because of the discounts we receive from Freeman.

Boards/Commissions Appointments/Reappointments:

Mr. Stinnett nominated Steve Caldwell to the Airport Board. Mr. West nominated Bob Loudermilk to the Airport Board. The vote was 5-3-1 in favor of Mr. Loudermilk.

Mr. Stanley nominated Dewayne Patton to the Board of Adjustment. The vote was 8-0-1.

Mr. Stanley nominated Aaron Rice to the Board of Health. The vote was 8-0-1.

Mr. Stanley nominated Diana Fauss to the City Tree Board. The vote was 8-0-1.

Mrs. Colbert-Kean nominated Christopher Briley to the CVB. After some discussion, it was determined the vacancy on the CVB needs to be filled with someone with media experience.

Mr. Stinnett nominated Bill Scearce to the Joplin Redevelopment Corp. The vote was 8-0-1.

Mr. West nominated Andy Perigo to the Joplin Redevelopment Corp. The vote was 8-0-1.

Mr. West nominated Kevin Welch to the Joplin Sports Authority; but then rescinded his nomination.

Mr. Stinnett nominated Forrest Reed to the Joplin Sports Authority. The vote was 8-0-1.

Mrs. Reid Adams nominated Paul Teverow to the Parks & Rec Board. The vote was 8-0-1.

Mr. West nominated Rodney McCullough to the TIF commission. The voter was 8-0-1.

Submitted,

Barbara Gollhofer, City Clerk

JOPLIN CITY COUNCIL
MEETING MINUTES

June 4, 2018

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

INVOCATION - read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Mrs. Reid Adams.

ROLL CALL – Answering Roll Call were Melodee Colbert-Kean, Douglas Lawson, Diane Reid Adams, Gary Shaw; Ryan Stanley, Phil Stinnett, and Jim West. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Absent: Taylor Brown. Motion by Mr. West, second by Mrs. Colbert-Kean to excuse Mr. Brown. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0.

RE-ORDER OF THE AGENDA: Motion by Mr. Stanley, second by Mr. Stinnett to move Public Hearings and New Business Case No. Case 016-18 after the proclamation presentation, due to the number of requests to address council and the length of Director Haase's financial sustainability presentation. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1.

PRESENTATIONS
Mayor Shaw presented a proclamation to Carolina and Jeff Neal of Neal Group Construction, LLC, recognizing and congratulation them for receiving the McReynolds Award for their significant achievements in preservation. Mayor Shaw thanked the Neal's for honoring our city and community by their preservation work. Mr. Neal thanked his wife for being his strong partner and supporter. He also thanked his family, the city council, city staff, Historic Preservation Committee, the Downtown Joplin Alliance, and the citizens and clients who support the historic preservation projects, because it's important to know where we came from and to know where we're going; and preserving our history is a way to do that.

PUBLIC HEARINGS
Public Hearing Procedures read by City Clerk Barbara Gollhofer.

Public Hearing for RESOLUTION NO. 2018-012.

Mayor Shaw opened the public hearing for Resolution No. 2018-012.

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

The public hearing was closed.

Mr. Stanley introduced Resolution No. 2018-012 - a resolution granting a Special Use Permit (First Request) to Trish Draper for a parking lot located 2927 E. 18th Street in the City of Joplin, Jasper County, Missouri. Requested by Trish Draper. Motion by Mr. Stanley, second by Mr. Stinnett that

Resolution No. 2018-012 be approved. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1.

Public Hearing for COUNCIL BILL NO. 2018-258.

Mayor Shaw opened the Public Hearing.

Chris Maddox, 4510 Belleview Avenue, Ste 300, Kansas City, Mom attorney for the applicant, appeared in favor of this item.

No one appeared in opposition to this item.

The public hearing was closed.

Mr. Stinnett introduced Council Bill No. 2018-258 - 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-3 and including in District C-0 property as described below and located 200 feet south of West 26th Street, between South Picher Avenue and South Bird Avenue. Motion by Mr. Stinnett, second by Mr. West that Council Bill No. 2018-258 be placed on First Reading and passed. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1. The council bill was read as Council Bill No. 2018-258.

Mayor Shaw opened the Public Hearing for Council Bill No. 2018-259.

No one appeared in favor of, or in opposition to this item.

The Public Hearing was closed.

Mr. West introduced Council Bill No. 2018-259- an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-3 property as described below and located at 210 S. Duquesne Road, City of Joplin, Jasper County, Missouri. Motion by Mr. West, second by Mrs. Reid Adams to Strike Council Bill No. 2018-259 from the agenda. Voting in favor were Council Members: Colbert-Kean, Lawson, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1. The council bill was stricken.

Mr. Stanley introduced Case 016-18: 721 S. St. Louis – A request for a Site Plan Review for a vehicle repair shop– 360 Auto Service. Mr. Stinnett asked if there will be a requirement to hold the dust down at this business. Mr. Bolander stated there is a requirement for this type of business to be dust proof; chip and seal at the minimum, or asphalt. Motion by Mr. Stanley, second by Mr. Stinnett to approve Case No. 016-18. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1.

PRESENTATIONS (continued)
City Manager Anselm gave a few brief comments before Director Haase made her presentations. He first addressed the employees in attendance and those watching on tv that he expected

professionalism and respect toward their fellow employees and the council at tonight's meeting as well as at future meetings. This is an emotional issue for many people, but he asked everyone to keep their feelings in check and to listen to the presentation. Professionalism and respect for one another are two values held high in this organization and he would hope those values would translate to our actions as we work through these issues together. Second, it would be unreasonable to ask the council to make a decision on all the options presented here tonight. Instead, let's use the time to answer any questions you may have and provide any additional information as you need to help make a decision. Most of our department heads are in attendance and available to answer questions. Finally, Sam thanked Director Haase for putting the information together for tonight's discussion. He stated no one knows the finances of the city better than she does and I also know she cares a great deal about this community and her coworkers. So, while Director Haase will unfairly take the brunt of criticism from the public and employees based on what she has to say tonight, she has faithfully served the community throughout her time here and I want to thank her and recognize her efforts this evening. I believe we need to move forward together in a productive way and solve these issues and I'm optimistic that we can.

Financial Sustainability Presentation by Finance Director, Leslie Haase. Director Haase stated it was important to go through the entire 80-page report so that the public understands the options. The presentation is divided into three categories: revenues, expenditures and improve operations, policies and employee matters. The options apply to the entire city, but necessarily are concentrated in the general fund areas. No areas were targeted or avoided. The options within each category are not presented an any particular order. Some options may seem like a small amount of savings; however, all changes benefit the overall financial picture over time. Some options cost money, but will improve employee matters and operations. It also should be noted that the projected savings is an estimate only and some options impact the estimated savings of other options.

During the 80-page presentation, there was discussion on some of the items. In summary, Leslie stated: Governments are funded through taxpayer resources. It is imperative to utilize taxpayer resources in the most effective and efficient manner possible in order to be good stewards of those resources. Revenues are flat and expenditures continue to grow. The future does not see this changing, which means municipalities are being required to take a fresh look at operations and evaluate possible changes. I present this list of options to you as items worth of discussion and decisions on how best to position the City's long-term finances.

In doing this project, the focus is on the long-term financial stability of the City to be able to implement a sustainable pay plan for all employees that allows us to attract and retain quality employees for the foreseeable future from ongoing revenues. However, there are many variables to take into account when developing s a sustainable pay plan for all employees, such as:

- Wages and benefits at surrounding agencies
- Turnover at the city and surrounding agencies
- Real gross wages, which includes overtime and other special pay
- Recruitment and retention efforts and initiatives
- Environmental-related items.

It is safe to say that people don't work in government for pay. Governments use benefits to attract employees. While this report provides some information related to pay and benefits, it is not an evaluation on a sustainable pay plan and other options to attract and retain employees, it is my hope

that while the City is working on the operational change options included in this report, the City completes a detailed review of pay and environmental issues.

This report solely addresses options to improve the financial outlook of the City. I must caution strongly against using all savings from any operational changes in a revised pay plan. For instance, if decisions are made that result in $1 million in savings, we can't add $1 million is savings, we can't add $1 million is wages and benefits, because the city's financial picture would not change. I also urge against the adoption of any pay plan, unless operational changes are implemented first that results in savings above and beyond the cost of any proposed pay plan. This is to reach the goal of a long-term sustainable operating budget for the City of Joplin.

This report does not recommend any layoffs. The city is not headed toward bankruptcy, however, the manner of balancing the budget over the last several years is not sustainable. These options will help the general fund be sustainable over the long term. The city is a great place to work, and I believe that or I would not be here 20 years later. It is my sincere hope that we all work together to solve the financial constraints of the general fund which will allow the adoption of a sustainable pay plan. More importantly, my hope is by working together we can be a positive image of the city. I do recommend all of the options included in this report. With this in mind, I offer these options to the Manager and Council to contemplate and give direction as you see fit.

Also included in the report was the raise history, since 2000, with the exception of 2015 and 2016; the turnover rate from 2012-2017 for the general employees and Police and Fire departments; and the Finance Committee's study.

Leslie ended her presentation by stating that if changes aren't made, there won't be resources to do the things that you want to do.

Mayor Shaw thanked Leslie for the presentation and stated the council will review the information to determine the next steps.

Mr. Stinnett expressed his appreciation to Leslie for her work on the sustainability report and apologized for the negative publicity she received for doing what was asked of her. He further stated the council will be scrutinizing every facet of the budget and city operations.

At this point, the council took a short break so that the video recording discs could be changed.

The meeting readjourned at 9:33 p.m.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

Ryan Jackson, 1729 S. Wall Avenue, requested to address the city council regarding the lack of action to the under paid employees of the Joplin Police Department.

Steve Urie, 1846 Connecticut Avenue, addressed the city council regarding the Joplin Public Safety Departments.

Mari "Susan" Cameron, 2634 S. Byers Avenue, addressed the city council regarding stopping the walking trail from Mohaska to 26th Street.

Tim Wright, 2619 W. D St. addressed the city council regarding our retention of policemen and firemen being a top priority over entertainment possibilities.

Margey Upson, 1218 W. 9th St. addressed the city council regarding Public Safety – moving blocks.

Ashleigh Teeter, 407 S. Pennsylvania addressed the city council regarding JPD pay as it relates to the effect it has on road racing events in Joplin. Ms. Teeter was unable to attend.

Ashley Raby, 811 W. 6th St., addressed the city council regarding police services cutbacks.

Kathy Blood, 2902 McConnell Avenue, addressed the city council regarding Fire and Policemen's pay.

Laura Lenhart, 2621 Illinois Ave., addressed the city council regarding pay for Fire and Police.

Motion by Mr. Stanley, second by Mr. West to allow additional requests to be heard. Voting in favor were Colbert-Kean, Lawson, Reid Adams, Monteleone, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1

Sandi Wells, 2617 Byers, addressed the city council to oppose the walking trail – Mohaska.

Isaiah Wilson, 2617 Byers Ave, addressed the city council to oppose the Mohaska Trail.

Larry Hartman, 2627 Byers Ave addressed the city council about the walking path.

Chris Reeves, 2231 E. 26th St, addressed the city council about police and fire pay.

John Bowling, 2926 S. Wal Ave, addressed the city council in support of the Mohaska Trail project.

Shelly Kraft, 2701 Bird Ave, addressed the city council to speak in favor of the Mohaska Trail.

Suzanne Bowling, 2926 S. Wall, addressed the city council regarding the Mohaska Trail.

CONSENT AGENDA. Motion by Mr. West, second by Mr. Stanley to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1.

RESOLUTIONS

ORDINANCES – Emergency

ORDINANCES – FIRST READING

Mr. Stanley introduced Council Bill No. 2018-021 - an ordinance amending Chapter 90, Peddlers and Solicitors, Division 2, Registration Certificate, by repealing Sec. 90-62, Application; and enacting a new Section 90-62, Application. Motion by Mr. Stanley, second by Mr. Lawson that Council Bill No. 2018-021 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1. The Council Bill was read as Council Bill No. 2018-021

Mr. Stanley introduced Council Bill No. 2018-510 - an ordinance approving a Petition to add real property to and remove real property from the Northpark Lane Community Improvement District. Motion by Mr. Stanley, second by Mr. Stinnett that Council Bill No. 2018-510 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1. The Council Bill was read as Council Bill No. 2018-510. **(This will be heard as a Public Hearing on June 18).**

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Reappointments and Appointments to Boards/Commissions:

Motion by Mr. Lawson, second by Mrs. Reid Adams to approve the following reappointments Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1.

Reappointments

ADA Accessibility Committee: Vicki Gray
Board of Adjustment: James Pinjuv
Library: David Layne
Capital Improvement: Josh Bard
Planning & Zoning Commission: Pete Ramsour
CVB: Mike Greninger
JRC: David Sweeney
JSA: Melissa Rodgers
Police & Fire: Mike McGavran
Solid Waste-Andrew Whitehead
Design Review: Lori Haun
Housing Authoring: Edith Triplett

Motion by Mr. West, second by Mr. Stanley to approve the following appointments. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1.

New Appointments:

Airport Board: Bob Loudermilk
Board of Health: Aaron Rice
JRC: Andy Perigo
JSA: Forrest Reed
Planning & Zoning: Rodney McCullough
Bd. of Adjustment: Dewayne Patton
City Tree Board: Diane Faust
JRC: Bill Scearce
Parks & Rec: Paul Teverow
TIF: Mike McGavran

News and announcements from Public Information officer, Lynn Onstot:
Here's a brief update on some road projects taking place the next few weeks. A couple of these are City's work, and others are from MoDOT, however all are in the city of Joplin. There is currently a lane closure on Wall Avenue between 8th Street and 7th Street, and traffic will be reduced to one north bound lane. This will remain in place until 6 p.m. Monday, June 25 due to the construction of a parking lot and utility work in the area. On Wednesday, June 6, there will be a street closure on 4th Street between Murphy Blvd and Kentucky Ave. due to repair of the railroad track along 4th Street. Work begins at 6 a.m. and the road should open at 6 p.m. that day.

This week through Friday, June 8, repaving work will be done along South Main Street between 32nd Street and I-44. The contractor began removing the old surface earlier today and will be paving in the evening between the hours of 6 p.m. and 6 a.m. Drivers can expect one-lane traffic, flaggers and occasional traffic delays. Next week, Newman Road between Range Line Road and Duquesne Road will be resurfaced. Starting Monday, June 11 through Wednesday, June 13, contractors will work in the evening, from 6 p.m. to 6 a.m. to complete this repaving project. Drivers can expect traffic shifts, flaggers and occasional traffic delays.

Area families are invited to come and make a splash at the Schifferdecker Family Aquatic Center on Friday evenings this summer. Family Swim Nights feature 50% off pool admission and will be held from 6:30-8:30pm on Fridays. The reduced cost of admission will be $2.50 for adults and $2.00 for children. This is the perfect opportunity for children to gain swimming strength and endurance while playing with family in the pool. Families can enjoy the evening floating on the lazy river, splashing in the giant lap pool, or sail down one of the many waterslides. On June 8th and July 20th, Family Swim Night will move to Cunningham Aquatic Center due to Schifferdecker Aquatic Center being closed to the public for swim meets. More details about these topics can be found on our website, www.joplinmo.org. Thank you.

Mayor Shaw thanked Director Haase for all her work on the report. He also thanked the citizens for attending the meeting to express their concerns. He stated the council will begin working on solutions to the issues and asked the city manager to plan a work session soon.

There being no further business, the meeting was adjourned at 10:58 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk, MRCC

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: June 4, 2018
ITEM: Council Bill No. 2018-021 amending Chapter 90, Peddlers and Solicitors, Division 2, Registration Certificate, by repealing Sec. 90-62, Application; and enacting a new Section 90-62, Application.

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Council Bill No. 2018-021

DEPARTMENT HEAD:	Peter C. Edwards	**DATE:**
CTY MANAGER:	Samuel L. Anselm	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**
POLICE CHIEF:	Matt Stewart	**DATE:**

INTRODUCTION:

This Council Bill amends Chapter 90, Peddlers and Solicitors, Division 2, Registration Certificate, by repealing Sec. 90-62, Application, and enacting a new Section 90-62, Application.

DISCUSSION:

Sec. 90-62 currently provides that "The police department shall perform a background check for the finance department on each applicant for a solicitor's license prior to the issuance of a license."

The Missouri State Highway Patrol recently completed an audit of the City of Joplin. The MSHP recommended that Sec. 90-62 be amended to explicitly authorize FBI and Missouri state background checks, including fingerprinting pursuant to § 43.535, RSMo., as an aspect of criminal background checks for solicitors.

The Council previously approved Ordinance No. 2007-152, authorizing FBI and Missouri state background checks, including fingerprinting pursuant to § 43.535, RSMo. as an aspect of criminal background checks for licensing, among others, security guards, cab drivers, liquor license managers, private investigators, and pawn brokers operating within the City of Joplin.

RECOMMENDATION:

Staff recommends that this Council Bill be placed on First Reading.

Attachments

COUNCIL BILL NO. 2018-021 ORDINANCE NO.

AN ORDINANCE amending Chapter 90, Peddlers and Solicitors, Division 2, Registration Certificate, by repealing Sec. 90-62, Application; and enacting a new Section 90-62, Application.

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

WHEREAS, the current version of Sec. 90-62 does not explicitly authorize fingerprinting pursuant to § 43.535, RSMo., as an aspect of criminal background checks for solicitors.

WHEREAS, the Missouri State Highway Patrol recommends that Sec. 90-62 be amended to explicitly authorize fingerprinting pursuant to § 43.535, RSMo. as an aspect of criminal background checks for solicitors.

WHEREAS, this amendment explicitly authorizes fingerprinting pursuant to § 43.535, RSMo. as an aspect of criminal background checks for solicitors.

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

Section 1. That Chapter 90, Peddlers and Solicitors, Division 2, Registration Certificate, by repealing Sec. 90-62, Application, and a new Section 90-62, Application, is enacted in lieu thereof, as follows:

"Sec. 90-62. Application.

(a) Any person desiring a certificate required by this division shall file an application therefor with the director of finance, supplying all of the information required by the director, such information to include but not be limited to:

(1) The name and date of birth of the applicant.

(2) The address of the applicant.

(3) Home telephone number.

(4) Business address and telephone number.

(5) Physical description of the applicant.

(6) Record of any convictions other than minor traffic violations.

(7) Employer's name, address, and telephone number.

(8) Name and description of the item to be sold, or solicited for sale, and if a product is to be sold, whether it is to be delivered immediately or at a later date.

(9) If sale of a product is to be solicited, whether the product is to be mailed to the purchaser or delivered to the applicant, and if the product is to be mailed, the originating point of the product.

(b) The police department shall perform an FBI and Missouri state background check, including fingerprinting for the purpose of receiving criminal history record information pursuant to § 43.535, RSMo., for the finance department on each applicant for a solicitor's license prior to the issuance of a license.

STATE LAW REFERENCE: § 43.535, RSMo. Municipal and county government, MULES criminal record review permitted, fee – fingerprinting, when – confidentiality."

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 4, 2018

Item: COUNCIL BILL NO. 2018-258
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-258
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 05/14/18

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in Favor, 0 Nay, 1 Absent, 1 Abstain"

SUMMARY/REQUEST:
Case 018-18: A tract of land located 200 feet south of W. 26th Street, between S. Picher Avenue and S. Bird Avenue – A request to Rezone from Apartment House District (R3) to Non-Retail District (CO) – The Kansas City University of Medicine and Biosciences.

STAFF SUMMARY:
In November 2017 this property was rezoned from C-O to R-3 for the owner to construct a multi-family development. However, the apartment project did not come to fruition and the property was sold to a new owner. The new property owner is the Kansas City University of Medicine and Biosciences who owns much of the nearby property and is located directly to the South. The University is seeking to rezone to the previous zoning district (C-O) to use the property in a way consistent with surrounding uses property and with Joplin's Future Zoning Map.

Staff recommends approval of Case 018-18.

PLANNING & ZONING COMMISSION TESTIMONY:
Chris Mattox, White Doss Law Firm, 4510 Bellevue Avenue, Suite 300, Kansas City, MO 64111. The applicant is requesting to rezone from R-3 to C-O. This property was zoned as C-O as recently as November 2017. There was an alternative development plan that fell through. We have a contract to purchase this land, which we have not closed yet due to the outcome of this and City Council's meetings.

Mrs. Steele wanted to know if there were specific plans for this property?

Mr. Mattox stated that he has not seen plans, but he does know that there are plans in the works.

PUBLIC COMMENT:
None.

CB 2018-258

Case 018-18: A tract of land located 200 feet south of W. 26th Street, between S. Picher Avenue and S. Bird Avenue – A request to Rezone from Apartment House District (R3) to Non-Retail District (CO) – The Kansas City University of Medicine and Biosciences.

Mr. Ramsour excused himself from this case due to affiliation.

Chris Mattox, White Doss Law Firm, 4510 Bellevue Avenue, Suite 300, Kansas City, MO 64111. The applicant is requesting to rezone from R-3 to C-O. This property was zoned as C-O as recently as November 2017. There was an alternative development plan that fell through. We have a contract to purchase this land, which we have not closed yet due to the outcome of this and City Council's meetings.

Mr. Cortez had a question for Staff. The apartment complex is not proceeding is that correct?

Mr. Whitmore stated that was correct and there is going to be a new owner.

Mrs. Steele wanted to know if there were specific plans for this property?

Mr. Mattox stated that he has not seen plans, but he does know that there are plans in the works.

MRS. BRUCKNER-SEARS MOVED, SECONDED BY MR. CORTEZ THAT CASE 018-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MRS. KOELKEBECK, MRS. STEELE, AND MRS. BRUCKNER-SEARS VOTING "AYE". (5 IN FAVOR, 0 NAYS, 1 ABSENT, 1 ABSTAIN).

Z&P Meeting: May 14, 2018
City Council Meeting: June 4, 2018

STAFF PLANNING REPORT
Rezoning

CASE 018-18 A request to rezone from R-3 (Apartment House District) to C-O (Non-Retail Commercial District) to enable future expansion of the medical school.

LOCATION A tract of land, located 200 feet south of W 26th Street, between S. Picher Avenue and S. Bird Avenue.

APPLICANT Kansas City University of Medicine and Biosciences

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-3	Undeveloped/Parking Lot	Approx. 6 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1 & R-2	C-O & R-1	C-O	CO-PD & C-O
Land Use	Duplex & Single-Family Homes	Offices	Apartments & Parking Lot for Medical School	Offices

FUTURE LAND USE

The City of Joplin's Future Land Use Map designates this area as appropriate for office and institutional land uses, which fits with a C-O zoning designation.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Picher Avenue	Local	65'
28th Street	Local	60'
Bird Avenue	Local	60'

UTILITIES Utilities do not need to be extended to the property.

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes. Rezoning would make this property more consistent with the Comprehensive Plan's development policies.

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

Currently, this site is zoned R-3. Rezoning to C-O would be more consistent with Joplin's Future Zoning map.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

There will be minimal effect on surrounding properties. Many of these surrounding properties are vacant. For the few residential properties nearby, the property is simply returning to its previous zoning prior to November 2017.

DISCUSSION

In November 2017 this property was rezoned from C-O to R-3 for the owner to construct a multi-family development. However, the apartment project did not come to fruition and the property was sold to a new owner. The new property owner is the Kansas City University of Medicine and Biosciences who owns much of the nearby property and is located directly to the South. The University is seeking to rezone to the previous zoning district (C-O) to use the property in a way consistent with surrounding uses.

The current zoning allows for apartment houses. The new zoning of C-O permits multi-family uses if the tract is greater than 2 acres and the tract in this request is over 6 acres. The applicant can currently only construct multi-family housing on the property without being rezoned. But changing the zoning to C-O would allow more options for the property, including options more consistent with the Comprehensive Plan.

The majority of surrounding properties are already zoned C-O (Non-Retail District). Rezoning these parcels would allow for uses that are consistent with surrounding property and with Joplin's Future Zoning Map.

Staff recommends approval of Case 018-18.

ATTACHMENTS

- Application
- Map



Case 018-18: Eight parcels located South of 26th Street and East of Picher Avenue -- A request to rezone from Apartment House District (R-3) to Non-Retail District (C-O) -- The Kansas City University of Medicine and Biosciences

P & Z Case 018-18

The Kansas City University
of Medicine and Biosciences
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-258 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-3 and including in District C-0 property as described below and located 200 feet south of West 26th Street, between South Picher Avenue and South Bird Avenue.

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-3 and including same in District C-0:

ALL OF LOTS NUMBERED FORTY-FIVE (45) THROUGH SIXTY-TWO (62), BOTH INCLUSIVE, IN BRIARCLIFF ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH ALL OF VACATED 27TH STREET LYING SOUTH OF LOTS 45, 46, 47, 48 AND 52 AND NORTH OF LOTS 53, 54, 55, 56, AND 57. ALSO ALL OF LOT NUMBERED TWO (2) IN BRIARCLIFF THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, AS AMENDED BY AFFIDAVIT FILED JUNE 10, 1975 AT 8:13 AM IN BOOK 1181 AT PAGE 2260.

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_____, 2018.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 18, 2018

Item: COUNCIL BILL NO. 2018-120
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill
3) Go Letter from Federal Aviation Administration

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

Recommended Action: Approval of an Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Engineering Services for the update of the Pavement Management Plan at the Joplin Regional Airport on an emergency basis.

Background: The engineering firm of Crawford, Murphy & Tilly, Inc. is currently amending the Master Plan for the Joplin Regional Airport. This amendment includes the airfield geometry changes reflected from the construction of the new Taxiway C & F project along with the reconfiguration of the priorities of the five-year Capital Improvement Program (CIP).

As part of this process there is a need to update the Pavement Management Plan to document the new pavement construction. We also need to document the impact that the commercial airline equipment upgrade (heavier aircraft) is having on the existing pavement.

Discussion: The FAA has issued a Go Letter for the project for the Federal share up to $95,000. The cost for this agreement will be paid from a future Grant based on a 95/5 Federal/Local share. The CMT contract is a Lump Sum of $98,119.68. The Federal share will be $93,213 and the Local share will be $4,906.68.

Recommendation: Staff recommends approval of the Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Engineering Services for the update of the Pavement Management Plan on an emergency basis per section 2.12(6) of the Joplin Home Rule Charter.

COUNCIL BILL NO. 2018-120 ORDINANCE NO.

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Engineering Services for the update of the Pavement Management Plan at the Joplin Regional Airport; and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Engineering Services not to exceed the amount of ninety-eight thousand one hundred nineteen dollars and sixty-eight cents ($98,119.68) for the update of the Pavement Management Plan at the Joplin Regional Airport a true and accurate copy of said agreement being attached hereto and incorporated herein, is herby approved.

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

Section 3. That this ordinance dealing with the public improvements is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall become effective immediately upon its passage. Specifically, this agreement needs to be in place to meet FAA timelines.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara Gollhoffer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Airport Name: Joplin Regional Airport
Project No.: AIP 3-29-0037-038
County: Jasper

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 01/01/11)

THIS AGREEMENT is entered into by Crawford, Murphy & Tilly, Inc. (hereinafter the "Consultant"), and the City of Joplin, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Joplin Regional Airport.

WHEREAS, while the Federal Aviation Administration (FAA) is not a party to this Agreement, FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by FAA.

WHEREAS, while the Sponsor intends to accomplish a project at the Joplin Regional Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) " SPONSOR" means the owner of the airport referenced above.

(B) “SPONSOR’S REPRESENTATIVE” means the person or persons designated in paragraph 22(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to

the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in paragraph 22(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in paragraph (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 CFR. Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the approval of the sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) “TEA-21” means the federal Transportation Equity Act for the 21st Century.

(N) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(O) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth on Exhibit II to this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost therefore. Any changes in the maximum compensation, or time and schedule of completion, will be covered in the supplemental agreement. Supplemental agreements must be approved by FAA to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth on Exhibit III to this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of paragraph 3 of this Agreement.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor as expressly established in this Agreement, consisting of published manuals and policies of FAA which shall be furnished by the Sponsor upon request.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction or during any phase of work performed by others based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans/specifications submitted for review by permit authorities, and plans/specifications issued for construction shall be signed, sealed, and dated by a professional engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor’s activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought

against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0.0% of the total Agreement dollar value.

(B) Consultant's Certification Regarding DBE Participation: The consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement.

1. Policy: It is the policy of the U.S. Department of Transportation and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBE's have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and

reasonable steps to assure that DBE's have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBE's: The Consultant shall seek DBE's in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBE's from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBE's who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by the Sponsor.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBE's used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBE's for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in section (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in section (7)(B)(8) below is less than the percentage stated in section (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBE's of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBE's that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBE's to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBE's with adequate information

about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBE's, and not rejecting DBE's as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBE's in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0.0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT $ VALUE APPLICABLE TO TOTAL GOAL

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in section (7)(B)(8) is less than the Sponsor's DBE goal given in section (7)(A), then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in section (7)(A): 0.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (subconsultant information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES

(B) The Consultant agrees, and shall require the selected subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Sponsor or any authorized representative of the federal government, and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subconsultant agreements, and in not less than the following amounts:

1. Commercial General Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder and the Consultant shall assume full liability for the services performed by its subconsultants.

(E) The payment for the services of any subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in paragraph (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT approved DBE subconsultants under this Agreement upon the request of the Sponsor. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and subconsultant exceeds $25,000. Subconsultant agreements for amounts of $25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be a lump sum of **$98,119.68,** which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Administration of Engineering and Design Related Service Contracts. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items 9(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed manhour/cost breakdown for each phase of the project indicating each job classification with base

wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all subconsultant fees, including overhead and profit.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and FAA will be required prior to acquisition of reimbursable special equipment.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 45 days therefrom, pay the Consultant for the services rendered, to the extent of ninety-eight percent (98%) of the amount of the lump sum fee earned plus direct costs as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 45 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. Two percent (2%) of the amount earned will be retained by the Sponsor until the design services as covered by the Agreement are completed by the Consultant and approved by the Sponsor and FAA. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of the services required by paragraph (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. In the alternative to withholding the two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account, in the amount of said two percent (2%) retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the two percent (2%) retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to FAA approval.

(C) The Consultant and Sponsor agree that time is of the essence, and the Consultant and Sponsor will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to FAA approval.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;

2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(11) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The Sponsor may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Sponsor, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Sponsor.

(B) Should the Agreement be suspended or terminated for the convenience of the Sponsor, the Sponsor will pay to the Consultant its costs as set forth in paragraph (9)(B), including a proportional amount of the lump sum fee based upon an estimated percentage of Agreement completion prior to such suspension or termination, direct costs as defined in this Agreement for services performed by the Consultant plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Sponsor for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Sponsor 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Sponsor. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Sponsor that funds are no longer available to continue performance.

2. The Sponsor 's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Sponsor.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon

suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and

II. Any rights of copyright to which Sponsor, its consultant or subconsultant purchases ownership with payments provided by this agreement.

B. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Paragraph (l) of the clause, entitled "communications" shall read as follows: "(l) Communications. All notifications required by this clause shall be submitted to the Sponsor ".

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B). Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor in data files compatible with Microstation (specify CADD version). The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The

determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor 's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding paragraph 22 of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in paragraphs 13 (C) and (D) do not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in paragraphs 13 (C) and (D).

(F) Not withstanding paragraphs (A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor and the FAA from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Consultant's negligent acts, errors, or

omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor 's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory

limits; and Employer's Liability: $1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(E) Any insurance policy required as specified in paragraph No. (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: With regard to services under this Agreement, the Consultant agrees as follows:

(A) Civil Rights Statutes: The Consultant shall comply with all state

and federal statutes related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.). In addition, if the Consultant is providing services or operating programs on behalf of the Sponsor or FAA, the Consultant shall comply with all applicable provisions of Title II of the Americans With Disabilities Act.

(B) Executive Order: The Consultant shall comply with all provisions of Executive Order 94-03, issued by the Honorable Mel Carnahan, Governor, on January 14, 1994, promulgating a code of fair practices in regard to nondiscrimination, which executive order is incorporated herein by reference and made a part of this Agreement. This Executive Order 94-03 prohibits discriminatory employment practices by the Consultant or its subconsultants based upon race, color, religion, creed, national origin, sex, disability, veteran status, or age.

(C) Administrative Rules: The Consultant shall comply with the USDOT rules relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which rules are incorporated herein by reference and made a part of this Agreement.

(D) Nondiscrimination: The Consultant shall not discriminate on the grounds of race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subconsultants, including the procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including in its employment practices.

(E) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the subconsultants and suppliers of the Consultant. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(F) Information and Reports: The Consultant shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information which is required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor or the USDOT as appropriate, and shall set forth what efforts the Consultant has made to obtain the information.

(G) Sanctions for Noncompliance: In the event the Consultant fails to

comply with the nondiscrimination provisions of this Agreement, the Sponsor shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Consultant under this Agreement until the Consultant and its subconsultant(s) comply; or

2. The cancellation, termination, or suspension of this Agreement, in whole or in part; or both.

(H) Incorporation of Provision: The Consultant shall include these nondiscrimination provisions in every subcontract it makes relating to this project, including the procurement of materials and lease of equipment, unless exempted by federal law, or USDOT regulations or instructions. The Consultant shall take such action with respect to any subcontract or procurement as the Sponsor or FAA may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided that in the event the Consultant becomes involved or is threatened with litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States. The Consultant shall take the acts which may be required to fully inform itself of the terms of, and to comply with, said state and federal laws.

(19) AVIATION FEDERAL AND STATE CLAUSES:

(A) Airport and Airway Improvement Act of 1982, Section 520 General Civil Rights Provisions, (Version I, 1/5/90):

The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the consultant or its transferee for the period during which Federal assistance is extended to the airport aid program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport commission or any provision of similar services or benefits or (b) the period during which the airport commission or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

(B) Rights to Inventions - 49 CFR Part 18, (Version I, 1/5/90):

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal Grant under which this contract is executed. Information regarding these rights is available from the Sponsor

or the FAA.

(C) Breach of Contract Terms Sanctions - 49 CFR Part 18, (Version I, 1/5/90):

Any violation or breach of the terms of this contract on the part of the Consultant or Subcontractor/Subconsultant may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

(D) Trade Restrictions Clause - 49 CFR Part 30, (Version I, 1/5/90):

1. The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

A. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade representatives (USTR).

B. has not knowingly entered into any contract or subcontract for this project with a Consultant that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals or foreign country on said list.

C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

2. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the FAA may direct, through the Sponsor, cancellation or the agreement at no cost to the Sponsor or the Federal Government.

3. Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

4. The Consultant shall provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstance. The subcontractor/subconsultant agrees to provide immediate written notice to the Consultant, if at any time it learns its certification was erroneous by reason

of changed circumstances.

5. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct, through the Sponsor, cancellation of the Agreement or subcontract for default at no cost to the Sponsor or the Federal Government.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. This certification concerns a matter within the jurisdiction an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(E) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (Version I, 1/5/90):

The consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

(G) Federal Fair Labor Standards Act (Federal Minimum Wage) (Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

(H) Occupational Safety and Health Act of 1970 (Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a

referenced requirement directly with the Federal Agency with enforcement responsibilities.

(I) Clean Air And Water Pollution Control ((Reference: 49 CFR § 18.36(i)(12))

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements

(J) Contract Workhours And Safety Standards Act Requirements (Reference: 2 CFR § 200 Appendix II (E))

Contract Workhours And Safety Standards Act Requirements

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

(K) Access To Records And Reports (Reference: 2 CFR § 200.326, 2 CFR § 200.333)

Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

(L) Termination Of Contract (Reference 2 CFR § 200 Appendix II(B))

Termination of Contract

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract

price will be made as provided in paragraph 2 of this clause.
e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract

(F) Energy Policy and Conservation Act:

The consultant shall comply with the 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 (P.L. 94-163).

(20) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Jasper County, Missouri. The parties agree that this Agreement is entered into at Joplin, Missouri and substantial elements of its performance will take place or be delivered at Joplin, Missouri, by reason of which the Consultant consents to venue of any action against it in Jasper County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

(21) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor and the FAA or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(22) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor’s representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Steve Stockam		
SPONSOR'S NAME	City of Joplin		
SPONSOR'S ADDRESS	602 South Main Street, 4th Floor Joplin, MO 64801		
PHONE	417-623-0262	FAX	
E-MAIL ADDRESS	sstockam@joplinmo.org		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Ty Sander		
CONSULTANT'S NAME	Crawford, Murphy & Tilly, Inc.		
CONSULTANT'S ADDRESS	One Memorial Drive, Suite 500 Saint Louis, MO		
PHONE	314-436-5500	FAX	314-436-0723
E-MAIL ADDRESS	tsander@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

(23) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.

(24) CONFIDENTIALITY: The Consultant agrees that the Consultant's

services under this Agreement is a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(25) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(26) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(27) PAYMENT BOND: In the event a subconsultant is used for any services under this Agreement, Consultant shall provide a payment bond under Section 107.170 RSMo. Supp., as amended, for any services which are printing, aircraft, archaeology, surveying, hazardous waste or geotechnical including but not limited to the collection of soil samples. Any payment bond must be acceptable to the Sponsor and must be provided prior to the performance of service. The cost for the payment bond must have been included in the fee of the Consultant under this Agreement.

A payment bond shall not be required for subconsultant services for which the aggregate costs are $25,000 or less or when the subconsultant is an engineering firm that is performing non-engineering services per current FAA policy.

(28) CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 CFR Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 CFR Part 20 which are incorporated herein by reference.

(29) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit I: Project Description.

(B) Exhibit II: Scope of Services.

(C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance

(D) Exhibit III: Services Provided by the Sponsor.

(E) Exhibit IV: Derivation of Consultant Project Costs.

(F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.

(G) Exhibit VI: Performance Schedule

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officials.

Executed by the Consultant the _____ day of _____, 20____.

Executed by the Sponsor the _____ day of _____, 20____.

Sponsor: City of Joplin	Consultant: Crawford, Murphy & Tilly, Inc.
By: _____ Signature	By: _____ Signature
Title: Mayor	Title: President
ATTEST:	ATTEST:
By: _____ Signature	By: _____ Signature
Title: _____	Title: _____

EXHIBIT I

PROJECT DESCRIPTION

1. Update Airfield Pavement Management Plan

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

Pavement Management Plan

The Sponsor desires to prepare a Pavement Management Plan to assess the condition of and better manage airfield pavements and identify rehabilitation projects within the CIP.

Preliminary Investigations

This effort shall include preliminary investigations into the impact of the newer, larger commercial aircraft that began operating at JLN in 2017 on Runway 18-36 and the overall airport environment. This effort shall include a wind analysis, pavement asset review, pavement strength assessment, and cost estimates for upgrades to Runway 18-36 to support the updated fleet mix. This effort shall include two visits to FAA Central Region to discuss these issues and the development of a white paper outlining the findings.

Data Collection

As part of this effort, a Pavement Condition Index (PCI) Survey will be performed at a 50% sample rate for all airfield pavements with the exception of Runway 18-36 and Taxiway D which will be sampled at a 100% rate.

PCI Calculation

The PCI will be calculated using MicroPAVER. The PCI will be calculated for each surveyed sample unit within a preliminary defined pavement section. Based on previous PCI work, the preliminary defined pavement sections will be verified and/or the network will be further divided into the final uniform pavement sections. Update PCI Figures and Tables will be updated based on Cracking Distress Information from the PCI report generated from MicroPAVER.

Pavement Repair Program

Interviews will be conducted of maintenance staff to discuss type of distress and type of maintenance and repair methods. A preliminary maintenance policy and priority repair program will be developed based on gathered information. The draft program will be reviewed with airport maintenance staff. The Maintenance & Repair (M&R) policy will then be updated in MicroPAVER. This will include identifying sections in MicroPAVER to be improved by the maintenance & repair programs. Pavement sections to be considered are those sections with a PCI between 100 and 70, and those sections with a PCI below 70 but will be greater than 70 after maintenance and repair.

Results will be fed into a Multi-Year M&R Program. Figures and tables will be generated, showing proposed maintenance & repair locations, estimated amount of maintenance and repair work and estimated cost for maintenance and repair work. Up to one (1) presentation of the Multi-Year Maintenance & Repair program may be made to airport maintenance and administration staff. Based on the airport's review of the program, revisions will be made and final tables and figures will be prepared.

Short & Medium Range Rehabilitation Programs

Rehabilitation policies will be updated and/or developed where non-existent, for resurfacing, reconstructing and/or restoration of pavement that cannot be economically maintained and/or repaired at a serviceable level. From these, Short & Medium Range Rehabilitation Programs will be developed identifying airfield and landside pavement sections to be addressed. Rehabilitation cost estimates will be prepared in the short and medium range rehabilitation programs for resurfacing, reconstruction and/or restoration. Up to one (1) presentation of the Short & Medium Range Rehabilitation Program may be made to airport maintenance and administration staff. Based on the airport's review of the program, revisions will be made and final tables and figures will be prepared.

Summary Report

An Executive Summary Report on the pavement condition and proposed rehabilitation program will be prepared for airport staff. The report will include the purpose of each proposed project, work accomplished to date, and remaining pavement life for major sections of the airfield. A section will be prepared describing PCI survey techniques, PCI summary, major distresses found, and overall condition. A section will be prepared describing M&R programs and proposed work, and a section will be prepared describing the rehabilitation program and proposed work.

Report Presentation

The Final Report will be presented to the airport administration and maintenance. Based on the airport's review of the program, make revisions and prepare final report, tables and figures. This task will also include efforts to prepare for and present the final report to the Airport staff.

CONSTRUCTION SERVICES

Not Applicable to this agreement.

EXHIBIT IIA
FAA Advisory Circulars, Standards, Guidance and Commission Standards
Revision 02/11/15

Sponsor is responsible to check the FAA website for the most current Advisory Circulars, AIP sponsor guides, and engineering briefs at the time of execution of the project consultant agreement. They are available on the FAA Central Region website at: http://www.faa.gov/airports/resources/advisory_circulars/.

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.

2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.

4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.

5. All payments to landowners or tenants associated with the acquisition of the required property rights prior to or concurrent with closing.

6. All staff, procedures and activities related to acquiring the property , including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.

7. Pay all publishing cost for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.

8. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.

9. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.

10. Guidance for assembling bid package to meet Sponsor’s bid letting requirements.

11. Designate contact person (see paragraph 22-A).

12. Pay costs for title searches.

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS
JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
PAVMENT MANAGEMENT PLAN
SUMMARY OF COSTS
April 24, 2018

Design & Bidding	**$98,119.68**
Total	**$98,119.68**

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
PAVMENT MANAGEMENT PLAN
DESIGN PHASE SERVICES
April 24, 2018

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	$77.58	$0.00
Senior Project Engineer	0	58.97	0.00
Project Manager	400	47.57	19,028.00
Senior Engineer	276	37.51	10,352.76
Engineer	36	29.10	1,047.60
Senior Planner	0	36.23	0.00
Planner	0	25.39	0.00
Registered Land Surveyor	0	40.79	0.00
Senior Technician	0	35.67	0.00
Technician	0	22.36	0.00
Clerk/Secretary	0	22.36	0.00
	712		

Total Direct Salary Costs = $30,428.36

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 172.42 % = $52,464.58

3 SUBTOTAL:

Items 1 and 2 = $82,892.94

4 PROFIT:

15 % of Item 3 Subtotal = $12,433.94

Subtotal $95,326.88

5 OUT-OF-POCKET EXPENSES:

a. Mileage	3280	Miles @	$0.56	/ Mile =	$1,836.80
b. Meals	4	Days @	$24.00	/ Day =	$96.00
c. Motel	8	Nights @	$70.00	/ Night=	$560.00
d. Survey Equipment	0	Days @	$100.00	/ Day =	$0.00
e. Printing and Shipping				=	$300.00

Total Out-of-Pocket Expenses = $2,792.80

6 SUBCONTRACT COSTS:

a.	=	$0.00
b.	=	$0.00
c.	=	$0.00
d.	=	$0.00

= $0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $98,119.68 Lump Sum

Exhibit V-1

Exhibit V

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

BASIC AND SPECIAL SERVICES
PAVMENT MANAGEMENT PLAN
April 24, 2018

Classification: Gross Hourly Rate:		Principal $235.61	Senior Project Engineer $179.09	Project Manager $144.47	Senior Engineer $113.92	Engineer $88.38	Senior Planner $110.03	Planner $77.11	Registered Land Surveyor $123.88	Senior Technician $108.33	Technician $67.91	Clerk/ Secretary $67.91	Other Costs
A. BASIC SERVICES													
1. Pavement Management Plan - Full Airfield:													
Preliminary Investigations				20	80								
Data Collection				40	80								
PCI Calculation				70	20	12							
Pavement Repair Program				90	40	8							
Short & Medium Range Rehabilitation Programs				90	20								
Summary Report				70	24	8							
Report Presentation				20	12	8							
Total hours =	712	0	0	400	276	36	0	0	0	0	0	0	(1,2,3,4,5)
Total =	$95,204.79	$0.00	$0.00	$57,788.70	$31,441.69	$3,181.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,792.80
Total hours =	0	0	0	0	0	0	0	0	0	0	0	0	(1,2,3,4,5)
Total =	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
PART A SUBTOTAL =		**$95,204.79**											

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

BASIC SERVICES

A.	Preliminary Phase		As Required
B.	Design Phase		
	1.	Submittal of Preliminary Report	60 calendar days after receipt of NTP
	2.	Submittal of Final Report and Presentation	30 calendar days after receipt of comments

U.S. Department
of Transportation

Federal Aviation Administration

Central Region
Iowa, Kansas
Missouri, Nebraska

901 Locust
Kansas City, Missouri 64106
(816) 329-2600

September 28, 2017

Mr. Steve Stockam
Airport Manager
Joplin Regional Airport
602 South Main Street
Joplin, MO 64801

Dear Mr. Stockam:

Initiation of Work for Proposed **2018** AIP Project
Joplin Regional (JLN), Joplin, MO
Potential AIP No. **3-29-0037-038-2018**

Proposed 2018 AIP Project
The FAA is considering funding the following project(s) as part of the **2018** Airport Improvement Program:

Update Pavement Management Program	**$95,000**	Federal Share

This project scope and estimate is based on the FAA Airport Capital Improvement Program (ACIP).

If you no longer plan to accomplish this work this year, if your cost estimate has changed significantly, or if the scope has changed, then please contact me immediately.

Limitations of this Notice
This is not a guarantee of funding, nor is the value of the project considered a final determination by the FAA. The Congressional notification of funding, if issued, will serve as your official announcement that funding is available for your location. We ask that you portray all work activities performed prior to Congressional release of funds as a sponsor initiative as opposed to a confirmation of Federal funding.

Proposed Schedule
Below are significant milestones for getting this project under grant. If you cannot meet these dates please contact me as soon as possible.

- Submit draft solicitation to FAA **October 27, 2017**
- Consultant Selection **December 29, 2017**
- FAA Approved Scope of Work **February 28, 2018**
- Negotiated Contract with Grant Application **May 01, 2018**

Since your initiation of work is based upon a planned program as opposed to a tentative allocation please note that:

- The project being considered is as described on the approved CIP data sheet; any additional work added to the project must be coordinated with the FAA. Work items incorporated into the project scope not included on the ACIP data sheet may not be eligible for FAA funding.

- Only AIP eligible expenses for work associated with projects ultimately placed in a Grant are reimbursable, e.g. project formulation, administration costs. We encourage you to obtain proposals, but not issue a notice to proceed. As usual, only those expenses determined to be necessary and reasonable will be eligible for reimbursement.

- The official and public notification that the FAA has allocated funds for a project at your location will be the congressional release. It is very important that ALL work performed prior to Congressional release, such as solicitation for professional services is portrayed to the public as a sponsor initiative.

- In order to insure future eligibility for federal participation, any work performed prior to receipt of a Grant must be in accordance with all applicable FAA standards and requirements. Although funds have not been officially allocated for this project, we encourage you to coordinate with the FAA in the same manner as if the project was initiated with a tentative allocation. This coordination will help prevent misunderstandings about eligibility of work performed.

- For projects exceeding a total contract cost of $250,000 (sum of ALL AIP funded contracts in a single FY) you must have an FAA approved DBE program. Please evaluate your progress in meeting your overall three-year DBE program goal. Contact Ofelia Medina at (310) 725-3945 for any questions regarding your DBE program.

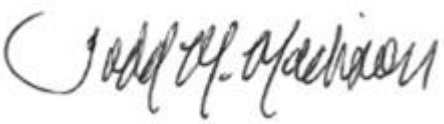
- For all contracts exceeding $100,000 we require an independent cost estimate.

- Forms and detailed information regarding the Grant process can be found on the FAA Central Region Airports Division web site at http://www.faa.gov/airports/central/aip. The link "AIP Sponsor Guide" provides detailed guidance regarding the AIP program. Under Airport Resources are links to electronic copies of all instructions, certifications and forms needed to administer AIP projects.

We recommend that you proceed as necessary to have a negotiated scope and fee included with a Grant Application by **May 01, 2018**. Failure to meet the Grant Application date could jeopardize the inclusion of your project in the upcoming AIP **2018** program. It is your responsibility to manage the project to assure that schedule milestone dates are met.

If you have any questions please contact me at (816) 329-2640 or via email at todd.madison@faa.gov.

Sincerely,



Todd Madison, P.E.
Missouri State Planner

COUNCIL BILL NO. 2018-121 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an agreement with Kansas City University of Medicine and Biosciences (KCU) for the payment to the CDBG-DR program from KCU for the additional expense of rerouting a portion of the CDBG-DR funded Mohaska Trail project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, on May 22, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the housing stock in the City of Joplin; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster recovery circumstances; and

WHEREAS, the City of Joplin was awarded $45,266,709 in Community Development Block Grant Recovery Assistance under Public Law 112-55 from the U.S. Department of Housing and Urban Development to aid in the City's recovery; and

WHEREAS, the Mohaska Trail project will consist of the development of shared-use paths to provide citywide connectivity.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the City enter into an agreement with the Kansas City University of Medicine and Biosciences; for the payment from KCU to the CDBG-DR program for the actual cost to redesign and construct the trail so as not to traverse KCU's property; not to exceed one hundred seventy thousand and 00/100 dollars ($170,000), a copy of said agreement being attached hereto and incorporated herein, or copy in substantially similar form to that, 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 upon the recommendation and approval of the City Attorney.

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

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

Gary L. Shaw, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 18, 2018

Item: Agreement between City of Joplin and Kansas City University of Medicine and Biosciences (KCU)
ORIGINATING DEPARTMENT: Public Works

ATTACHMENTS:
1) Council Bill No. 2018-121
2) Agreement between City of Joplin and Kansas City University of Medicine and Biosciences (KCU)
3) Location Maps

Planning, Development & Neighborhood Services Director:	Troy Bolander	Date:
Public Works Director:	David Hertzberg	Date:
Finance Director:	Leslie Haase	Date:
City Attorney:	Peter C. Edwards	Date:
City Manager:	Sam L. Anselm	Date:

Recommended Action: Approval of Council Bill No. 2018-121

INTRODUCTION: In July 2015, City Council approved the Capital Plan for the expenditure of CDBG-DR funds which included the CDBG-DR funded Trail Construction project. In January of 2016 the City of Joplin approved a contract with Olsson Associates, DBA Joplin Engineering Team (JET) for the design, bidding and construction management of various disaster recovery projects which included the Mohaska Trail Project. This project includes the construction of a multi-use trail from Cunningham Park south toward the Kansas City University of Medicine and Biosciences (KCU) property then eastward connecting to former Mohaska Avenue and continuing to Pearl Ave. and then north to 26th Street. An additional portion will continue south along St. Johns Blvd. to 32nd Street. The portion along St Johns Blvd is funded through a federal grant administrated by MoDOT.

DISCUSSION: The agreement is to establish responsibilities of each party with respect to the redesign, construction, and maintenance of the Mohaska Trail so as not to traverse KCU's property. This agreement outlines the payment from KCU to the CDBG-DR program for the actual cost of the redesign, reengineering, and construction of the trail not to exceed one hundred seventy thousand and 00/100 dollars ($170,000).

RECOMMENDATION: City staff recommends the approval of the agreement with KCU in the amount of $170,000, as it pertains to the CDBG-DR funded Mohaska Trail project on an emergency basis per 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.

AGREEMENT

THIS AGREEMENT ("Agreement"), entered into this _____ day of _____, 2018, by and between the City of Joplin, Missouri, hereinafter referred to as "City," and Kansas City University of Medicine and Biosciences, hereinafter referred to as "KCU," and together referred to as "the parties," hereby agree as follows:

WHEREAS, City's Mohaska Trail currently ends approximately where S. Bird Ave. meets W. 28th Street, and picks up again approximately where S. Jackson Ave. meets S. Mohaska Ave.; and

WHEREAS, City desires to connect the portion of the Mohaska Trail that ends where S. Bird Ave. meets W. 28th Street with the portion that begins where S. Jackson Ave. meets S. Mohaska Ave. by constructing additional trail between those points ("Mohaska Trail Extension"); and

WHEREAS, City originally planned for the Mohaska Trail Extension to pass through an approximately 42-acre parcel of property owned by KCU ("KCU's Property"), which parcel is located between S. St. Johns Blvd. and S. Picher Ave. to the east, S. Jackson Ave. to the west, W. 28th Street to the north, and W. 32nd Ave. to the south; and

WHEREAS, City's original plan for the Mohaska Trail Extension to pass through KCU's Property shall be referred to herein as the "Original Trail Extension Plan"; and

WHEREAS, KCU does not want the Mohaska Trail Extension to traverse KCU's Property; and

WHEREAS, City has developed a modified plan for a Mohaska Trail Extension that does not traverse KCU's Property, but instead traverses easterly along Bird Avenue and then southerly along S. Jackson Ave. ("Modified Extension Plan"), as more particularly shown as

the "KCU Medical School Realignment" on Exhibit A.

WHEREAS, City has agreed to abandon its Original Trail Extension Plan and instead design and construct the Mohaska Trail Extension in accordance with the Modified Extension Plan so that the extension does not traverse KCU's Property, provided that KCU reimburses City for certain costs as more particularly described herein, subject to the terms and limitations set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth and contained, City and KCU hereby mutually agree as follows:

1. Recitals and Exhibits Incorporated. The Recitals and Exhibits to this Agreement are incorporated herein and, by this reference, made a part hereof as if fully set forth herein.

2. Purpose. The purpose of this Agreement is to set forth the parties' responsibilities in designing and constructing the Mohaska Trail Extension in accordance with the Modified Extension Plan, so as not to traverse KCU's Property.

3. City's Responsibilities. City shall design, engineer, construct, and maintain the Mohaska Trail Extension so as not to traverse KCU's Property and in accordance with the Modified Extension Plan. City shall provide KCU with detailed design drawings of the Modified Extension Plan at the time City advertises for bids and shall promptly provide KCU with all documents reflecting any material changes to the design that may occur during construction. City will pay all costs associated with the Mohaska Trail Extension in a timely manner and, within five (5) days of the winning bid being selected by City, will provide to KCU: (a) copies of all bids received by City for the Modified Extension Plan; (b) a schedule of

costs from the winning bid for the Modified Extension Plan showing all applicable Bid Prices, Extended Bid Prices and the Total Project Cost (as defined below) in the form of Exhibit B, attached hereto; and (c) a schedule of costs (based on the winning bid prices for the Modified Extension Plan) for the Original Trail Extension Plan showing all applicable Bid Prices, Extended Bid Prices and the Estimated Original Cost (as defined below) in the form of Exhibit C, attached hereto.

4. KCU's Responsibilities. KCU shall reimburse City the cost that City incurs in designing and constructing the Modified Extension Plan ("Total Project Cost") minus the estimated cost of the Original Trail Extension Plan ("Estimated Original Cost"), up to a maximum of $170,000 ("KCU's Reimbursement"). The Total Project Cost and Estimated Original Cost will be determined in the manner set forth in Section 5 below. Under no circumstances will KCU be required to reimburse City more than $170,000. KCU's Reimbursement to City shall be due within 30 days after the later of (i) the date the Modified Extension Plan is completed, as determined by City's Public Works Director, and (ii) the date KCU receives from City copies of all bids and schedules of costs required to be delivered in Section 3 of this Agreement.

5. Determining Costs. The Total Project Cost and Estimated Original Cost will be determined as follows: City will request bids for the Modified Extension Plan. The winning bidder selected by City will provide a "Bid Price" and an "Extended Bid Price" for each of the line items appearing on a Modified Extension Plan Schedule of Costs, the form of which is attached hereto as Exhibit B (including the line items in Schedules A through Schedule I and for Engineering and Surveying), and on an Original Extension Plan Schedule of Costs, the form of which is attached hereto as Exhibit C. The Total Project Cost will be equal to the sum

of the Extended Bid Price totals for each line item on the Modified Extension Plan Schedule of Costs. The Estimated Original Cost will be equal to the sum of the Extended Bid Price totals for each line item on the Original Extension Plan Schedule of Costs.

6. License. KCU hereby grants City a revocable license to enter upon KCU's Property solely to the extent necessary for City to construct the Mohaska Trail Extension in accordance with the Modified Extension Plan.

7. Indemnification. City will indemnify, defend and hold KCU harmless from and against any and all claims by or on behalf of anyone arising from City's or its employees', agents' or contractors' conduct, management, use or occupancy of KCU's Property, or any work or thing whatsoever done by City or any third party present on KCU's Property through direct or indirect sanction of City (other than KCU and KCU's employees, agents, contractors, invitees and licensees), or arising from any breach or default on the part of City in the performance of any covenant or agreement on the part of City to be performed under this Agreement, or arising from any grossly negligent or wrongful act or omission of City or its employees, agents or contractors occurring during the construction of the Mohaska Trail Extension in, on or about KCU's Property, and from and against all Losses incurred in or in connection with any such claim or action or proceeding brought thereon. "***Losses***" means all suits, actions, liabilities, legal proceedings, claims, demands, losses, costs and expenses of whatsoever kind or character, including reasonable attorneys' fees and expenses.

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

9. Entire Agreement. This Agreement (including any Exhibit) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or

amended except by an agreement in writing signed by both parties.

10. Waiver or Breach. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should either party be required to institute legal action to enforce any of its rights set forth in this Agreement, then either party shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

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

12. Binding Effect. The provisions herein shall bind both parties hereunto and their respective successors and assigns.

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

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

the United States District Court for the Western District of Missouri.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Kansas City University of Medicine and Biosciences

By: _____

Name: _____

Its:_____

ATTEST:

_____

APPROVED AS TO FORM:

_____

CITY OF JOPLIN, MISSOURI

By: _____
Samuel L. Anselm,
City Manager

ATTEST:

_____
Barbara N. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT A

Mohaska Trail Extension
Original Trail Extension and Modified Trail Extension

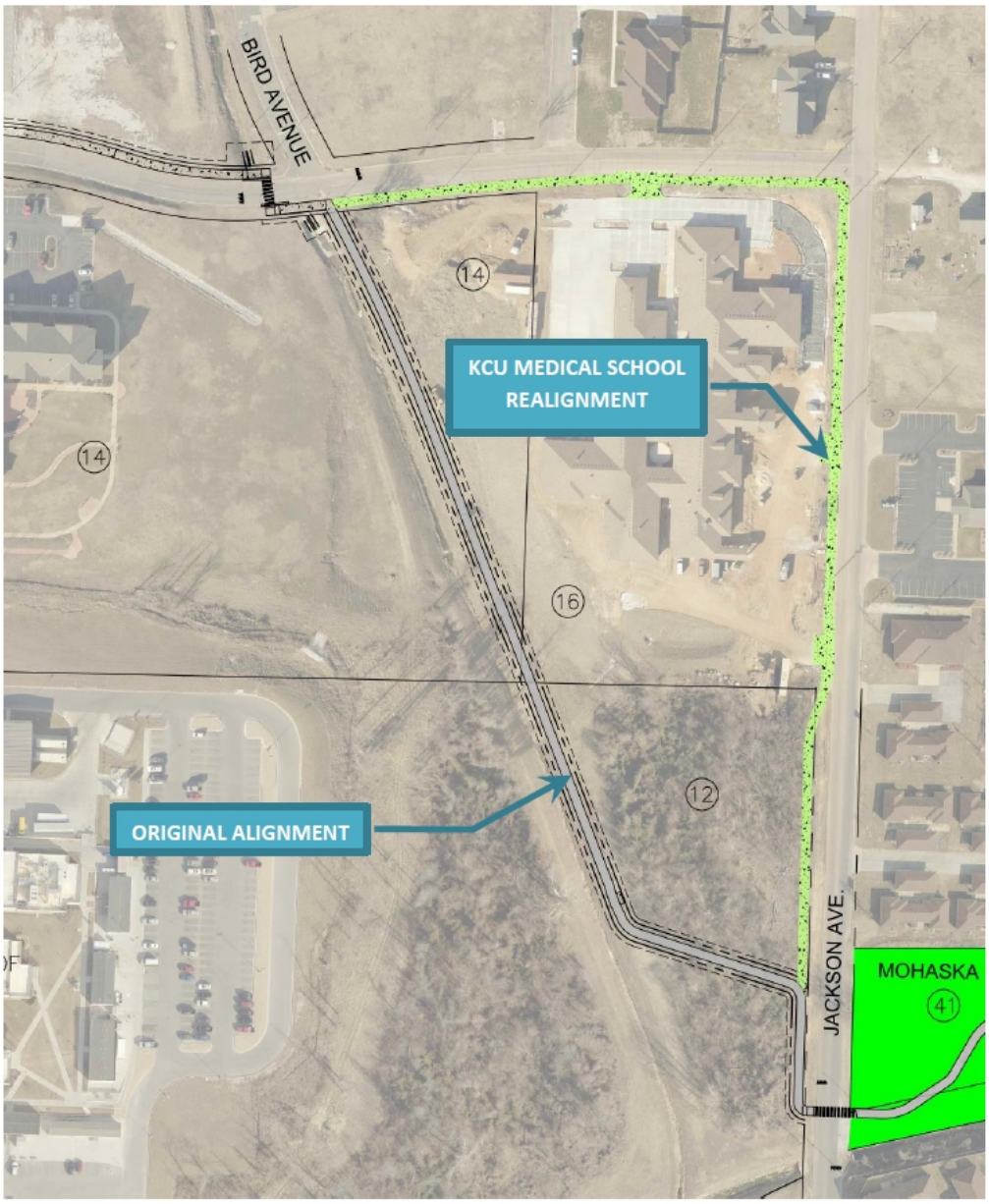


EXHIBIT B

MOHASKA TRAIL EXTENSION

MODIFIED EXTENSION PLAN (28TH TO JACKSON)

SCHEDULE OF COSTS

SCHEDULE A - GENERAL

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	EST. UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Mobilization & Bond	1	LS	$ 14,750	$ 14,750.00		$ -
2	Erosion & Sediment Control	1	LS	$ 5,900	$ 5,900.00		$ -
3	Seeding, Fertilizing & Type III Mulch	0.50	AC	$ 2,000	$ 1,000.00		$ -
4	Project Signing & Traffic Control	1	LS	$ 3,250	$ 3,250.00		$ -
	SCHEDULE A TOTAL				$ 24,900.00		$ -

SCHEDULE B - REMOVALS, RELOCATIONS & ADJUSTMENTS

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	EST. UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Clearing, Grubbing, Miscellaneous Removals, Relocations & Adjustments	1	LS	$ 12,500.00	$ 12,500.00		$ -
2	Tree Removal - Greater than 6" DIA	11	EA	$ 500.00	$ 5,500.00		$ -
3	Contaminated Material	500	CY	$ 1.00	$ 500.00		$ -
4	Curb & Gutter	55	LF	$ 6.00	$ 330.00		$ -
5	Sidewalk	265	SY	$ 3.00	$ 795.00		$ -
6	Concrete Pavement	430	SY	$ 12.00	$ 5,160.00		$ -
	SCHEDULE B TOTAL				$ 24,785.00		$ -

SCHEDULE C - STORM SEWER

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	EST. UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	8-Inch PVC	66	LF	$ 15.00	$ 990.00		$ -
	SCHEDULE C TOTAL				$ 990.00		$ -

SCHEDULE D - CURBS & SIDEWALK

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	EST. UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Standard Upright Curb & Gutter	55	LF	$ 25.00	$ 1,375.00		$ -
2	ADA curb ramps	730	SF	$ 18.00	$ 13,140.00		$ -
3	Truncated Dome Detectable Warning Panels	2	EA	$ 300.00	$ 600.00		$ -
4	Concrete Sidewalk	1,575	SY	$ 55.00	$ 86,625.00		$ -
	SCHEDULE D TOTAL				$ 101,740.00		$ -

SCHEDULE E - PAVED APPROACH

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	EST. UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Paved Approach - Commercial	430	SY	$ 90.00	$ 38,700.00		$ -
	SCHEDULE E TOTAL				$ 38,700.00		$ -

SCHEDULE F - EXCAVATION, EMBANKMENT & SUBGRADE STABILIZATION

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	EST. UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Excavation	500	CY	$ 12.00	$ 6,000.00		$ -
2	Embankment	100	CY	$ 12.00	$ 1,200.00		$ -
3	Subgrade Compaction (12" Depth)	6.0	STA	$ 2,000.00	$ 12,000.00		$ -
4	Undergrading and Rock Fill		CY	$ 35.00	$ -		$ -
	SCHEDULE F TOTAL				$ 19,200.00		$ -

SCHEDULE G - RIGHT OF WAY

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	EST. UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Temporary Construction Easement	12,800	SF	$ 0.50	$ 6,400.00		$ -
2	Perpetual Utility Easement		SF	$ 2.00	$ -		$ -
3	Perpetual Drainage Easement		SF	$ 2.00	$ -		$ -
4	Perpetual Sidewalk Easement		SF	$ 1.75	$ -		$ -
5	Right of Way - Residential		SF	$ 3.00	$ -		$ -
6	Right of Way - Commercial		SF	$ 6.00	$ -		$ -

7	Right of Way - Office		SF	$ 6.00	$ -		$ -
	SCHEDULE G TOTAL				$ 6,400.00		$ -

SCHEDULE H - UTILITY RELOCATION (ESTIMATED BASED ON FIELD ASSESSMENT)

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	EST. UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Water Line		LS		$ -		$ -
2	Gas Line		LS		$ -		$ -
3	Under Ground Electric		LS		$ -		$ -
4	Communications		LS		$ -		$ -
5	Over Head Utilities		LS		$ -		$ -
	SCHEDULE H TOTAL				$10,000.00		$ -

SCHEDULE I - STREETSCAPE ENHANCEMENTS

ITM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	EST. UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Tree Well		EA	$800.00	$ -		$ -
2	Bench	1	EA	$2,000.00	$ 2,000.00		$ -
3	Trash Receptacle	1	EA	$1,500.00	$ 1,500.00		$ -
4	Bollards		EA	$1,250.00	$ -		$ -
	SCHEDULE I TOTAL				$ 3,500.00		$ -

SUMMARY OF PRELIMINARY PROJECT COST ESTIMATE

		EXTENDED PRICE		EXTENDED BID PRICE
S1	SCHEDULE A - GENERAL	$ 24,900.00		$ -
S2	SCHEDULE B - REMOVALS, RELOCATIONS & ADJUSTMENTS	$ 24,785.00		$ -
S3	SCHEDULE C - STORM SEWER	$ 990.00		$ -
S4	SCHEDULE D - CURBS & SIDEWALK	$ 101,740.00		$ -
S5	SCHEDULE E - PAVED APPROACH	$ 38,700.00		$ -
S6	SCHEDULE F - EXCAVATION, EMBANKMENT & SUBGRADE STABILIZATION	$ 19,200.00		$ -
S7	SCHEDULE G - RIGHT OF WAY	$ 6,400.00		$ -
S8	SCHEDULE H - UTILITY RELOCATION (ESTIMATED BASED ON FIELD ASSESSMENT)	$ 10,000.00		$ -
S9	SCHEDULE I - STREETSCAPE ENHANCEMENTS	$ 3,500.00		$ -
S10	ENGINEERING AND SURVEYING	$ 17,738.50		$
	TOTAL PROJECT COST	$ 247,953.50		$

EXHIBIT C

MOHASKA TRAIL EXTENSION
ORIGINAL TRAIL EXTENSION PLAN
SCHEDULE OF COSTS

SCHEDULE A - GENERAL

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Mobilization & Bond	1	LS	$ 7,500	$ 7,500.00		$ -
2	Erosion & Sediment Control	1	LS	$ 3,000	$ 3,000.00		$ -
3	Seeding, Fertilizing & Type III Mulch	0.25	AC	$ 2,000	$ 500.00		$ -
4	Project Signing & Traffic Control	1	LS	$ 1,500	$ 1,500.00		$ -
	SCHEDULE A TOTAL				$ 12,500.00		$ -

SCHEDULE B - REMOVALS, RELOCATIONS & ADJUSTMENTS

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Clearing, Grubbing, Miscellaneous Removals, Relocations & Adjustments	1	LS	$ 10,000.00	$ 10,000.00		$ -
2	Tree Removal - Greater than 6" DIA	11	EA	$ 500.00	$ 5,500.00		$ -
3	Contaminated Material	295	CY	$ 25.00	$ 7,375.00		$ -
	SCHEDULE B TOTAL				$ 22,875.00		$ -

SCHEDULE C - STORM SEWER

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	8-Inch PVC	66	LF	$ 15.00	$ 990.00		$ -
	SCHEDULE C TOTAL				$ 990.00		$ -

SCHEDULE D - CURBS & SIDEWALK

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	ADA curb ramps	250	SF	$ 18.00	$ 4,500.00		$ -
2	Truncated Dome Detectable Warning Panels	1	EA	$ 300.00	$ 300.00		$ -
3	Concrete Sidewalk	7	SY	$ 55.00	$ 385.00		$ -
	SCHEDULE D TOTAL				$ 5,185.00		$ -

SCHEDULE E - EXCAVATION, EMBANKMENT & SUBGRADE STABILIZATION

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Excavation	295	CY	$ 12.00	$ 3,540.00		$ -
2	Embankment	40	CY	$ 12.00	$ 480.00		$ -
3	Subgrade Compaction (12" Depth)	6.0	STA	$ 2,000.00	$ 12,000.00		$ -
4	Undergrading and Rock Fill		CY	$ 35.00	$ -		$ -
	SCHEDULE E TOTAL				$ 16,020.00		$ -

SCHEDULE F - PAVING

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	4" Asphalt Base (Trail)	682	SY	$ 14.00	$ 9,548.00		$ -
2	4" Clean Stone Base	682	SY	$ 7.00	$ 4,774.00		$ -
	SCHEDULE F TOTAL				$ 14,322.00		$ -

SCHEDULE G - RIGHT OF WAY

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Temporary Construction Easement		SF	$ 0.50	$ -		$ -
2	Perpetual Utility Easement		SF	$ 2.00	$ -		$ -
3	Perpetual Drainage Easement		SF	$ 2.00	$ -		$ -
4	Perpetual Sidewalk Easement		SF	$ 1.75	$ -		$ -
5	Right of Way - Residential		SF	$ 3.00	$ -		$ -
6	Right of Way - Commercial		SF	$ 6.00	$ -		$ -
7	Right of Way - Office		SF	$ 6.00	$ -		$ -
	SCHEDULE G TOTAL				$ -		$ -

SCHEDULE H - UTILITY RELOCATION (ESTIMATED BASED ON FIELD ASSESSMENT)

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Water Line		LS		$ -		$ -
2	Gas Line		LS		$ -		$ -
3	Under Ground Electric		LS		$ -		$ -
4	Communications		LS		$ -		$ -
5	Over Head Utilities		LS		$ -		$ -
	SCHEDULE H TOTAL				$2,800.00		$ -

SCHEDULE I - STREETSCAPE ENHANCEMENTS

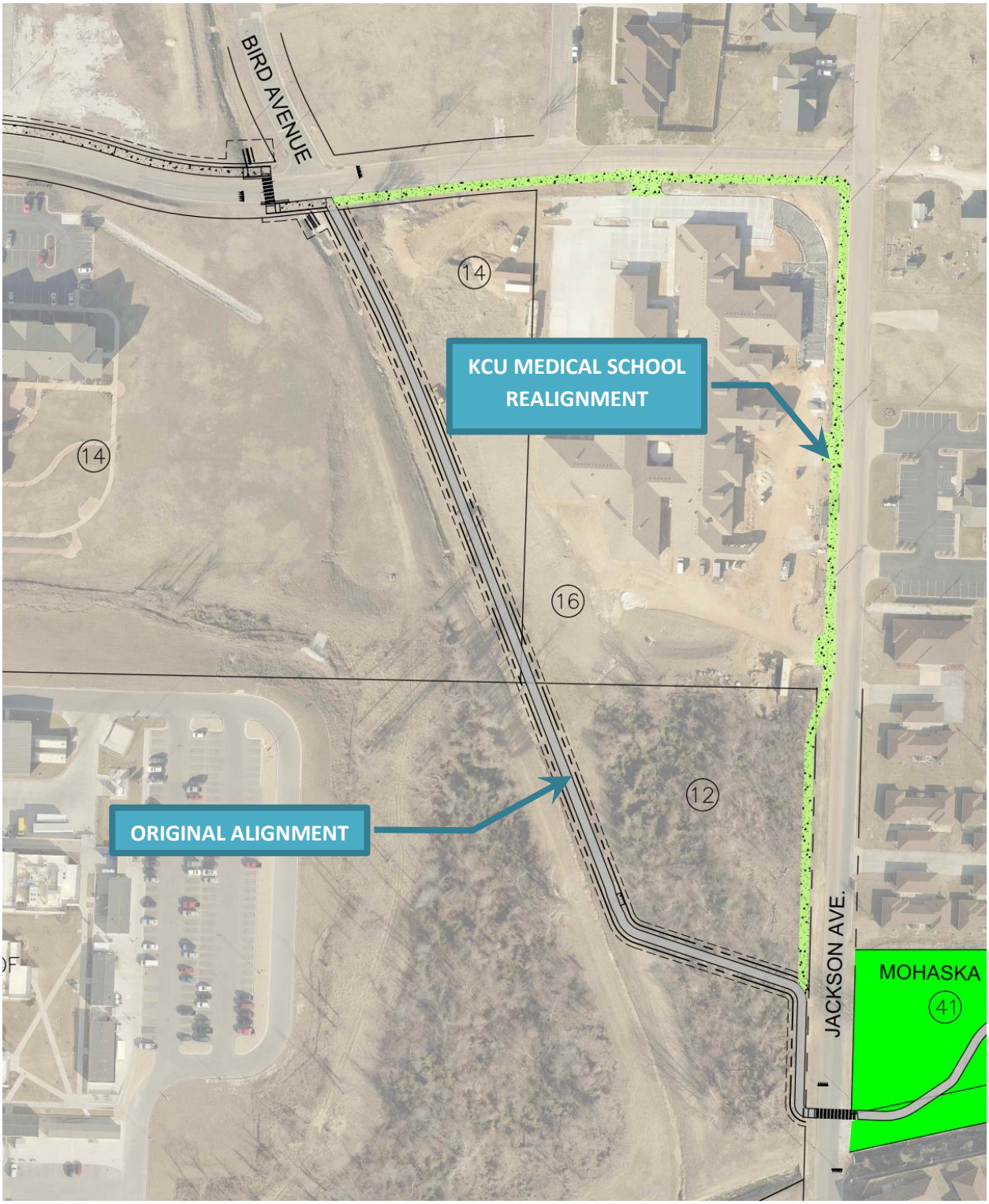
ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Tree Well		EA	$800.00	$ -		$ -
2	Bench	1	EA	$2,000.00	$ 2,000.00		$ -
3	Trash Receptacle	1	EA	$1,500.00	$ 1,500.00		$ -
4	Bollards		EA	$1,250.00	$ -		$ -
	SCHEDULE I TOTAL				$ 3,500.00		$ -

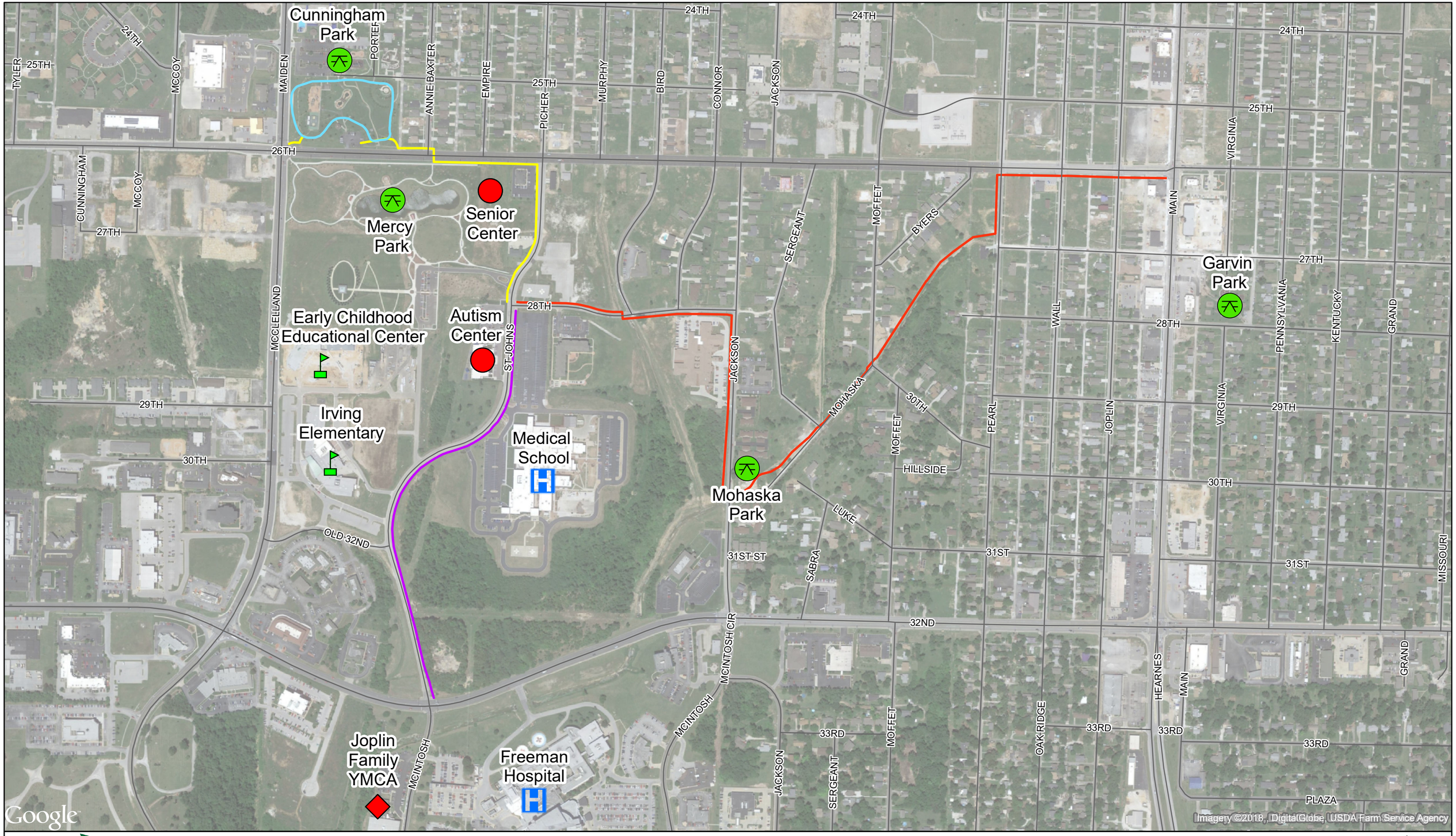
SUMMARY OF PRELIMINARY PROJECT COST ESTIMATE				
		EXTENDED PRICE		EXTENDED BID PRICE
S1	SCHEDULE A - GENERAL	$ 12,500.00		$ -
S2	SCHEDULE B - REMOVALS, RELOCATIONS & ADJUSTMENTS	$ 22,875.00		$ -
S3	SCHEDULE C - STORM SEWER	$ 990.00		$ -
S4	SCHEDULE D - CURBS & SIDEWALK	$ 5,185.00		$ -
S5	SCHEDULE E - EXCAVATION, EMBANKMENT & SUBGRADE STABILIZATION	$ 16,020.00		$ -
S6	SCHEDULE F - PAVING	$ 14,322.00		$ -
S7	SCHEDULE G - RIGHT OF WAY	$ -		$ -
S8	SCHEDULE H - UTILITY RELOCATION (ESTIMATED BASED ON FIELD ASSESSMENT)	$ 2,800.00		$ -
S9	SCHEDULE I - STREETSCAPE ENHANCEMENTS	$ 3,500.00		$ -
	ESTIMATED ORIGINAL COST	$ 78,192.00		$ -

EXHIBIT B

PUBLIC IMPROVEMENTS FOR
JOPLIN MOHASKA TRAIL
CITY OF JOPLIN, MISSOURI

Reroute for KCU Medical School





Legend

- Purple Route (Alternate)
- Red Route
- Yellow Route

CITY OF JOPLIN

Trail Study Area

0 250 500 1,000

1 inch = 500 feet

Last Updated: 6/4/2018

N

Ref Location: G:\Joplin\Teams\JET\gis\Trail Amendment\Trail_Workspace.mxd

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 18, 2018

Item: Amendment #3 to Work Authorization JET CDBG DR-1 Trail Agreement for Professional Engineering Consulting Services
ORIGINATING DEPARTMENT: Public Works

ATTACHMENTS: 1) Council Bill No. 2018-122
2) Amendment #3 to Work Authorization JET CDBG DR-1 Trail Agreement for Professional Engineering Consulting Services
3) Location Maps

Public Works Director:	David Hertzberg	Date:
Planning, Development & Neighborhood Services Director	Troy Bolander	Date:
Finance Director:	Leslie Haase	Date:
City Attorney:	Peter C. Edwards	Date:
City Manager:	Sam L. Anselm	Date:

Recommended Action: Approval of Council Bill No. 2018-122

INTRODUCTION: In July 2015, City Council approved the Capital Plan for the expenditure of CDBG-DR funds which included the CDBG-DR funded Mohaska Trail project. In January of 2016 the City of Joplin approved a contract with Olsson Associates, DBA Joplin Engineering Team (JET) for the design, procurement and construction management of various disaster recovery projects which included the Mohaska Trail Project. This project includes the construction of a multi-use trail from Cunningham Park south toward the KCU property then eastward connecting to former Mohaska Avenue and continuing to Pearl Ave. and then north to 26th Street. An additional portion will continue south along St. Johns Blvd. to 32nd Street. The portion along St Johns Blvd is funded through a federal grant administrated by MoDOT.

DISCUSSION: This Amendment is to revise the scope of the Work Authorization to include engineering, surveying, Right-of-Way negotiations, and construction management for the Mohaska Trail realignment. This work is being done to ensure that the Mohaska trail project does not traverse Kansas City University of Medicine and Biosciences (KCU) property. The amendment fee for the added scope is not to exceed seventeen thousand seven hundred thirty nine and 00/100 dollars ($17,739.00). The fee associated with this Amendment will be paid for using the funds received from the Agreement with KCU of $170,000.

RECOMMENDATION: City staff recommends the approval of the Amendment in the amount of seventeen thousand seven hundred thirty nine and 00/100 dollars ($17,739.00), as it pertains to the CDBG-DR funded Mohaska Trail project on an emergency basis per 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.

COUNCIL BILL NO. 2018-122 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an Amendment with the Joint Engineering Team (JET) for the additional fees of rerouting a portion of the CDBG-DR funded Mohaska Trail project in an amount not to exceed seventeen thousand seven hundred thirty nine and 00/100 dollars ($17,739.00) and authorizing the City Manager or his designed to execute the same by and on behalf of the City of Joplin; containing an emergency clause.

WHEREAS, on May 22, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the housing stock in the City of Joplin; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster recovery circumstances; and

WHEREAS, the City of Joplin was awarded $45,266,709 in Community Development Block Grant Recovery Assistance under Public Law 112-55 from the U.S. Department of Housing and Urban Development to aid in the City's recovery; and

WHEREAS, the Mohaska Trail project will consist of the development of shared-use paths to provide citywide connectivity.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the City execute this Amendment to JET CDBG DR1-Trail; for the additional fees needed to reroute a portion of the CDBG-DR funded Mohaska Trail alignment.; not to exceed seventeen thousand seven hundred thirty nine and 00/100 dollars ($17,739.00), a copy of said Amendment being attached hereto and incorporated herein, or copy in substantially similar form to that, 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 Amendment, or Agreement in substantially similar form, by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

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

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

Gary L. Shaw, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Associates DBA: Joplin Joint Engineering Team Address: 702 S. Main Joplin, Missouri 64801	
Attention: David Hertzberg, PE Troy Bolander		Attention: Clayton Cristy, PE, CFM Jack Schaller, PE	
Department: Public Works Planning and Development Services		Phone: 417-781-0643	Fax: 417-781-4714
Phone: 417-624-0820	Fax: 417-625-4738	Amendment 3, New Trail Alignment	

AMENDMENT __3__ TO WORK AUTHORIZATION NUMBER _JET CDBG DR-1 TRAIL_
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number JET CDBG DR-1 TRAIL exceed the sum of Seventeen Thousand Seven Hundred Thirty Nine Dollars ($ 17,739.00).

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 Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Olsson Associates
Engineer: DBA: Joplin Joint Engineering Team

By: _____

Printed Name: John S. Olsson

Title: Senior Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

By: _____
Troy Bolander
Director of Planning & Development

Date: _____

EXHIBIT A
CLARIFICATION OF SERVICES
JET CDBG DR-1 TRAIL AMENDMENT 3

The following Clarification of Services, Assumptions, and Exclusions is an Amendment to Work Authorization Number JET CDBG DR-1 TRAIL executed originally on 1-28-16.

A. PROJECT DEFINITION: MOHASKA TRAIL PROJECT

Mohaska Trail Project includes the addition of a trial that connects Cunningham Park to Mercy Park, then to Mohaska Park, then up to 26th Street, and finally over to Main Street. The trail generally runs along 26th, down St Johns, across 28th Street, over to Jackson, along old Mohaska Road right of way, over to Pearl, up to 26th Street, and across to Main. Included as well is a connection from 28th Street to 32nd Street along Old St Johns Blvd. The trail would maintain a 10' width where feasible to provide space for pedestrians and Bicyclists. During Right of Way Negotiations, Kansas City University of Medicine and Biosciences requested that the trail not go across their property and would pay the difference to route it around. This amendment reflects that change.

B. CLARIFICATION OF SERVICES – Trail Relocation Services

Survey Services: The JET will perform Survey Services of the new route, which extends the trail along 28th street to Jackson then goes south on Jackson to where it would intercept the trail had it gone across KCU property. The JET Team will prepare a Base Map, establish horizontal control, gather deeds and write descriptions, locate section corners, run a bench level, locate marked utilities, create a TIN file, and perform a QC/QA of the survey. Right of Way service for the project, which includes negotiation services associated with the easements and rights of way along the project corridor. Specific services include:

1. Topographical survey.
2. Prepare a Base Map.
3. Establish horizontal control.
4. Gather deeds and write descriptions.
5. Locate section corners.
6. Run a bench level.
7. Locate marked utilities.
8. Create a TIN file.
9. Perform a QC/QA of the survey.

Utility Coordination: Utility Coordination services will consist of the following:

1. Utility location and verification.
2. Utility Plan Submittal.
3. QA/QC

Final Design Services: Final Design Services for the relocated trail down 28th easterly to Jackson then southerly until it intersects the original proposed trail will include the following:

1. Summary of Quantities Sheet.
2. Trail Plan and Profile Sheets.
3. Construction Sheets and the Grading Plan.
4. Removal Sheets.
5. Storm Drainage Plan and Profile Sheets.
6. Culvert/Channel Cross-Section Sheets.
7. Sediment and Erosion Control Sheets.
8. Pavement Marking and Signing Sheets.
9. Right of Way Sheets.
10. Trail Cross Sections
11. Cost Estimates, Special Provisions, and QA/QC

C. EXCLUSIONS

1. Public Involvement/Communications Plan.
2. Conceptual Plan.
3. Preliminary Plan.
4. Right of Way Plan.
5. Permits.
6. Bidding Services.
7. Construction Administration.
8. Construction Inspection.
9. All services not specifically listed are assumed to be excluded.

ITEMS 1-8 UNDER SECTION C ABOVE ARE NOT INCLUDED ON THIS AMENDMENT AS THEY ARE INCLUDED ON THE ORIGINAL PLAN AND FOR ALL INTENDED PURPOSES ARE A PART OF WORK AUTHORIZATION JET CDBG DR-1 TRAIL AND THEREFORE ARE NOT NEEDED TO BE INCLUDED AS A PART OF THIS AMENDMENT.

Appendix A
Total Project Fee

Trail Project
Based on 2018 Rates

Task No.	Task Description	Fee Estimate
1	Project Management	$ -
2	Public Involvement / Communication Plan	$ -
3	Conceptual Phase	$ -
4	Survey	$ 7,799
6	Utility Coordination	$ 834
7	Environmental/Historical Review	$ -
8	Preliminary Design Phase (30 percent plans)	$ -
9	Right of Way Plan Phase (60 percent plans)	$ -
10	Permits	$ -
11	Final Design Phase (100 percent plans)	$ 8,864
12	Bidding Phase	$ -
13	Construction Administration	$ -
14	Construction Inspection (Assume 6% of Project Cost)	$ -
	Expenses	$ 242
	Total Project Cost (Not Including Construction Inspection)	**$ 17,739**
	Total Project Cost (Including Construction Inspection)	**$ 17,739**

OLSSON ASSOCIATES

Billing Rate Table
Joplin CDBG PAP 7-1

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

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

Field Service Unit Rate Table
Joplin CDBG PAP 7-1

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

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

CJW
Providing Transportation and Engineering Solutions

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

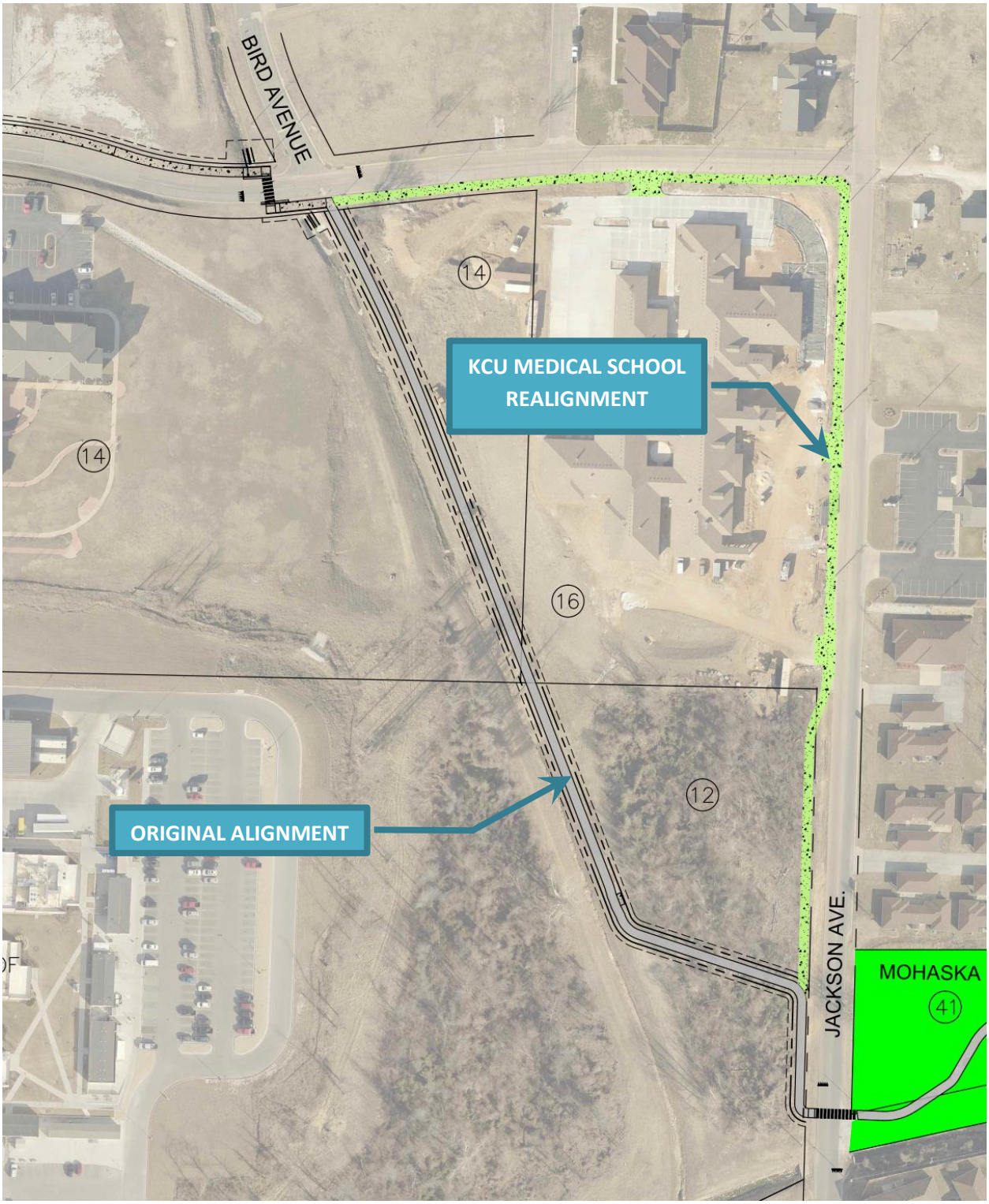
	Hourly Rates		
Staff Classification	2016	2017	2018
Principal	$162.00	$167.00	$172.00
Senior Engineer	$143.00	$147.00	$151.00
Project Engineer	$101.00	$104.00	$107.00
Engineer Intern	$69.00	$71.00	$73.00
Project Manager	$79.00	$81.00	$83.00
Inspector	$79.00	$81.00	$83.00
Senior Designer	$79.00	$81.00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

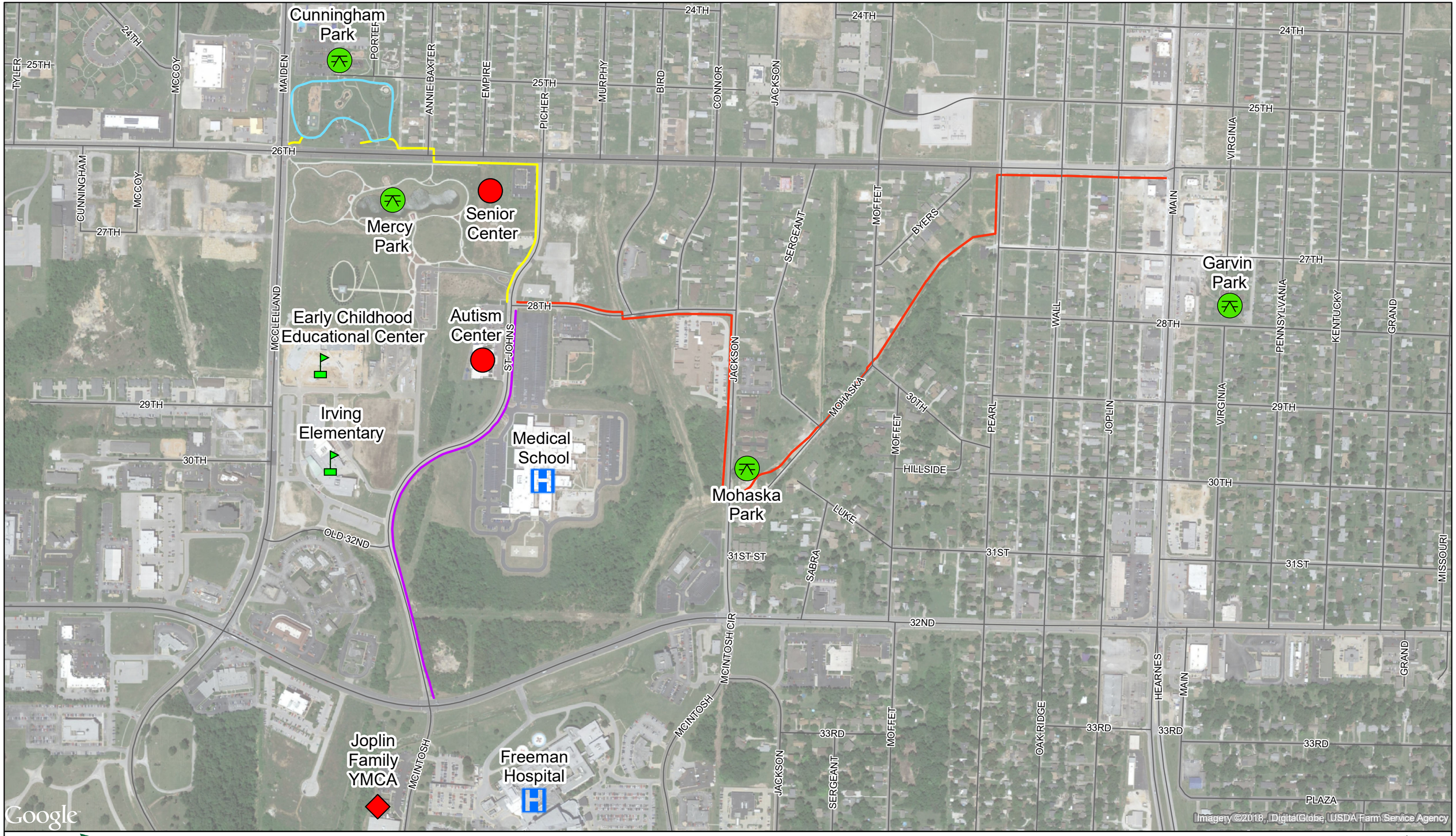
Vehicle	Per Federal Rate	
Copies	$0.10	each
Blueprints	$0.50	SQFT
Real Time GPS Equipment	$250.00	per day
Robotic Prism less Instrument	$195.00	per day

EXHIBIT B

PUBLIC IMPROVEMENTS FOR
JOPLIN MOHASKA TRAIL
CITY OF JOPLIN, MISSOURI

Reroute for KCU Medical School





Legend

- Purple Route (Alternate)
- Red Route
- Yellow Route

CITY OF JOPLIN

Trail Study Area

0 250 500 1,000

1 inch = 500 feet

Last Updated: 6/4/2018

N

Ref Location: G:\Joplin\Teams\JET\gis\Trail Amendment\Trail_Workspace.mxd

COUNCIL BILL NO. 2018-123 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into an agreement with Jeff Asbell Excavating and Trucking Inc.in the amount of Fifty-Six Thousand Five Hundred Twelve and 40/100 dollars ($56,512.40) for construction of the McCoy Extension at 26th Street Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and Jeff Asbell Excavating and Trucking Inc. in the amount of Fifty-Six Thousand Five Hundred Twelve and 40/100 dollars ($56,512.40), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

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

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

_____, 2018 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

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

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 18, 2018
Council Bill No. 2018-123

Item: Construction Agreement with Jeff Asbell Excavating and Trucking Inc. for the McCoy Extension at 26th Street Project.

Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Location Map
3) Agreement
4) Council Bill No. 2018-123

Planning, Development & Neighborhood Services Director: Troy Bolander	Date
Public Works: David Hertzberg	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of a construction agreement with Jeff Asbell Excavating and Trucking Inc.in the amount of Fifty-Six Thousand Five Hundred Twelve and 40/100 dollars ($56,512.40) for construction of the McCoy Extension at 26th Street Project, funded through CDBG-DR.

Background: In July 2015, City Council approved the Capital Plan for the expenditure of CDBG-DR funds which included this project. In October of 2016, the City of Joplin approved a contract with JET Associates for the design, bidding and construction management of various disaster recovery projects which included the McCoy Extension at 26th Street Project.

Discussion: City staff followed the City of Joplin procurement policy. Bids were opened on June 5, 2018 with 3 firms bidding. Jeff Asbell Excavating and Trucking Inc. provided the lowest bid which was below the engineer's estimate. The contractor will start construction after contracts are signed and weather permits with completion in the fall of 2018.

Recommendation: City staff recommends approval of a construction agreement with Jeff Asbell Excavating and Trucking Inc.in the amount of Fifty-Six Thousand Five Hundred Twelve and 40/100 dollars ($56,512.40) for construction of the McCoy Extension at 26th Street Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

AGREEMENT

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Jeff Asbell Excavating and Trucking, Inc. Address: 9400 State Hwy. 171 CARL JUNCTION, MO. 64834	
Attention: Troy Bolander, Dir. Of Planning David Hertzberg, Public Works Dir.		Attention: Jacob Asbell	
Department: Planning Department & Public Works Department		Phone: 417-649-1269	Fax:
Phone: 417-624-0820	Fax:		

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

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

McCOY EXTENSION AT 26TH STREET
CDBG GRANT No. B-12-MT-29-0001

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 October 19, 2018.

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

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to

property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

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

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 Fifty-Six Thousand Five Hundred Twelve Dollars and Forty Cents ($56,512.40) (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 $500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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 12, 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 Fifty-Six Thousand Five Hundred Twelve Dollars and Forty Cents ($56,512.40), 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

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Jeff Asbell Excavating and Trucking, Inc.

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of Fifty-Six Thousand Five Hundred Twelve Dollars and Forty Cents ($56,512.40) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2018, a copy of which is hereto attached and made a part hereof for the construction of:

McCOY EXTENSION AT 26TH STREET
CDBG-DR GRANT No. 12-MT-29-0001

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS, whereof, this the _____ day of _____, 2018.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 2018. By _____

_____ By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 2018. By _____

_____ By _____
Director of Finance (Title)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

Jeff Asbell Excavating and Trucking, Inc.

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of Fifty-Six Thousand Five Hundred Twelve Dollars and Forty Cents ($56,512.40) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2018, a copy of which is hereto attached and made a part hereof for the construction of:

McCOY EXTENSION AT 26TH STREET
CDGB-DR GRANT No. B-12-MT-29-0001

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCON- TRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, whereof, this the _____ day of _____, 2018.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day
of _____, 2018. By _____

_____ By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

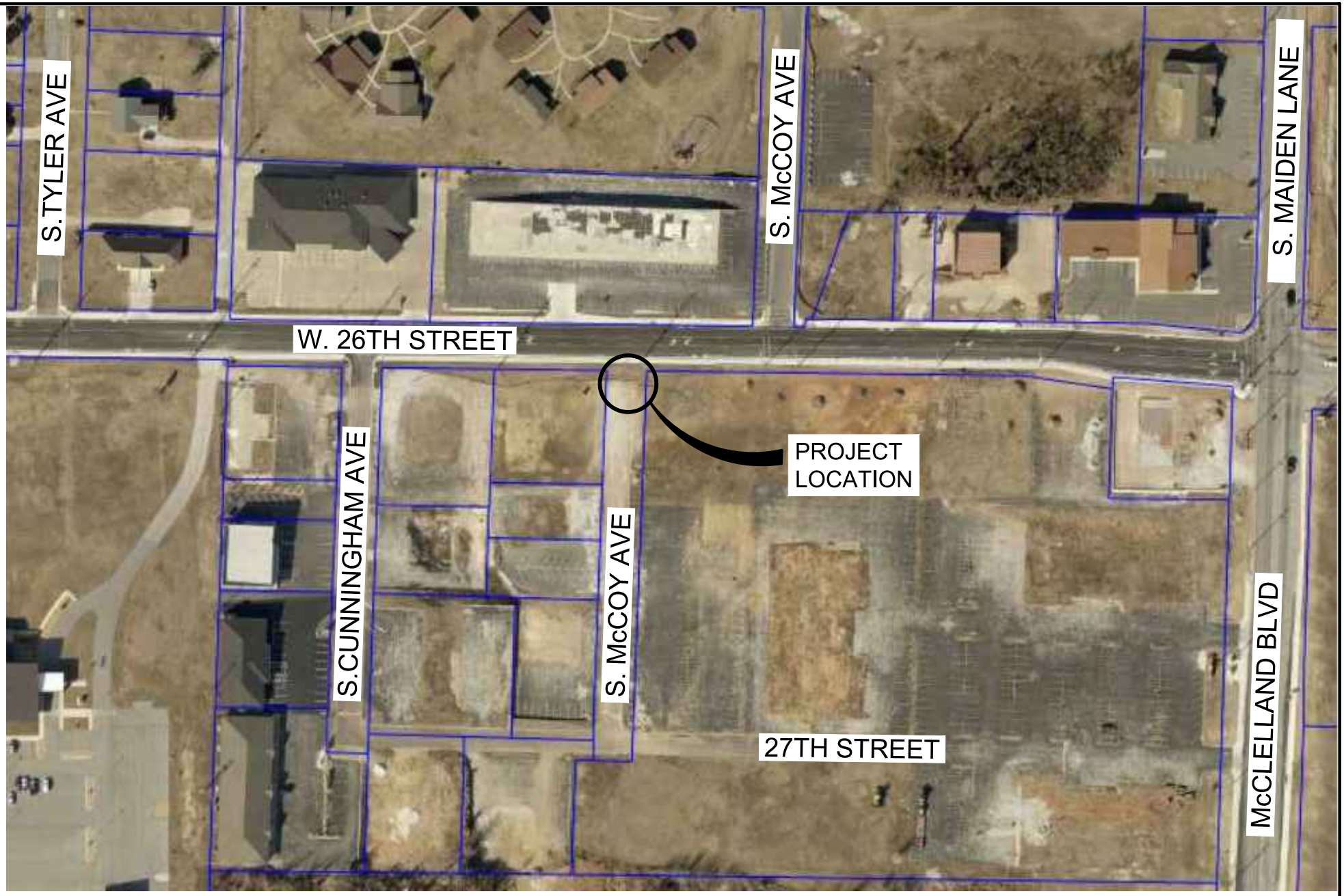
_____, 2018. By

_____

_____ By _____
Director of Finance (Title)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.



DWG: F:\2017\3001-3500\017-3045\40-Design\AutoCAD\Final Plans\Sheets\McCoy Street Exhibit.dwg USER: bsherraden
DATE: Jun 06, 2018 8:09am XREFS:

PROJECT NO:	017-3045
SCALE:	NOT TO SCALE
DRAWN BY:	EWS
DATE:	06/05/2018

CDBG McCOY EXTENSION AT 26TH STREET

CDBG PROJECT NO: B-13-MS-29-001

JOPLIN, MISSOURI

OLSSON ASSOCIATES
701 South Main Street
P.O. Box 1867
Joplin, MO. 64801
TEL 417.781.0643
FAX 417.781.4714

N

JOPLIN, MO STRONGER. SAFER. SMARTER
JET JOINT ENGINEERING TEAM

BID TABULATION

PROJECT: McCoy Extension at 26th Street

DATE OF BID OPENING: June 5, 2018

CONTRACTOR	BID
Asbell Trucking & Excavation	$56,512.40
Bennett Inc.	$58,884.00
Sprouls Construction	$98,920.00
Engineer Estimate	$90,563.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 18, 2018
Council Bill No. 2018-124

Item: Work Authorization with Allgeier-Martin & Associates Inc., for Engineering Services Associated with the Design, Bidding and Construction Management for the Grit Augers and Troughs at the Shoal Creek Wastewater Treatment Plant.

Originating Department: Public Works – Operations

Attachments: 1) Work Authorization (AMA-OC-18-003)
2) Council Bill No. 2018-124

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 $31,965.00 for engineering design, bidding and construction management services associated with the replacement and rehabilitation of the Grit Augers and Troughs at the Shoal Creek Wastewater Treatment Facility.

Background: Part of the treatment processes at the Shoal Creek Wastewater Treatment Plant are the Grit Augers. They separate the grit from the water and it settles into clarifiers and into troughs. This waste is disposed at landfills. This is one of first procedures during the treatment process. The plant currently has two Grit Augers that have rusted troughs. The life expectancy of this type of equipment is normally 10 years; and must be periodically replaced to ensure proper wastewater treatment and removal of inorganic grit. One Auger was replaced seven years ago, while the trough of the other one was replaced six years ago. Corrosive sewage has deteriorated both of these sooner than anticipated.

Discussion: The firm of Allgeier-Martin & Associates has been selected from the on-call engineering list to provide the professional engineering services needed to accomplish this replacement and maintenance project. The scope of work will include the preparation of design and bidding documents that will provide for the replacement of the Auger Bits and rehabilitation

of the troughs. This work will be funded from the Sanitary Sewer Fund project that was approved in the FY 2017-2018 Budget. This is within Engineering standards.

Recommendation: City staff recommends approval of Work Authorization with Allgeier Martin & Associates Inc. for the not to exceed amount of $31,965.00 for engineering services associated with Design, Bidding and Construction Management Services for the Grit Augers 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 East 24th Street, P.O. Box 2627** **Joplin, MO 64804**	
Attention: **Mr. Lynden Lawson** **Assistant Director of Public Works for Operations**		Attention: **Dean A. Willis, P.E.**	
Department: **PUBLIC WORKS**		Phone: **417-680-7200**	Fax: **417-680-7300**
Phone: **417-624-0820 x560**	Fax: **417-625-4738**		

WORK AUTHORIZATION NUMBER AMA-OC-18-003
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number **AMA-OC-18-003** exceed the sum of Thirty One Thousand Nine Hundred Sixty Five and 00/100 Dollars ($31,965.00).

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

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

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

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

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

As of January 1, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

Mr. 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, P.E.

Title: President

Date: 6-6-2018

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 Grit Auger Repairs

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 TO EXHIBIT A
OF WORK AUTHORIZATION NUMBER AMA-OC-18-003 TO AGREEMENT
FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the 2017 On-Call Services Agreement Dated March 10, 2017)

1. SERVICES

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

1.1 General

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

1.1.2 Coordinate with the OWNER the planning, design, bidding, and construction phase engineering work associated with the replacement of the two grit augers at the Shoal Creek WWTP grit chambers.

1.2 Environmental and Regulatory Clearances and Permitting

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

1.3 Planning and Design Phases.

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

1.4 Construction Phase

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

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

1.5 Resident Project Representation.

1.5.1 ENGINEER shall provide Resident Project Representation services as needed and/or as requested by the OWNER, with an anticipation that the services will be provided on a part-time basis with an estimated construction duration of 4 weeks. ENGINEER shall furnish a part-time resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. It is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

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

1.5.2. Duties and Responsibilities of RPR.

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

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

1.5.2.3 Liaison:

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

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

1.5.2.4 Shop Drawings and Samples:

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

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

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

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

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

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

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

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

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

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

1.5.2.8 Records:

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

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

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

1.5.2.9 Reports:

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

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

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

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

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

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

1.5.2.12 Completion:

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

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

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

1.5.3 Limitations of Authority. Resident Project Representative:

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

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

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

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

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

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

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

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

2. TERMS

2.1 Schedule: The planning and design phase services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) for the project is provided by the OWNER. The preparation of design plans, contract documents and specifications shall be completed within 60 calendar days after receipt of the NTP. It is assumed that bidding of the project will immediately follow completion of the design documents, and the project will proceed to the construction phase in an expeditious manner. The bidding of the project and award of the construction contract are anticipated to take 60 days following the OWNER's approval to place the project out for bids. The time required to complete the construction phase of the project will be dictated by the project scope, equipment delivery times, and weather conditions. Bidding and construction phase elements shall be undertaken in as expeditious a manner as possible in light of the purposes of the contract.

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

3. PAYMENT/ESTIMATED FEE

3.1 Payment to Engineer shall be at the hourly Labor Rates and Non-Labor Rates set forth in the Attachment Number Two to Exhibit A - "RATE SCHEDULE 2018"; with a total compensation ceiling of $31,965.00, as set forth in Work Authorization Number **AMA-OC-18-003** to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Design Phase Services	$14,116
Bidding and Construction Phase Engineering Services	$10,426
Resident Project Representation Services	$7,423
Total Estimated Maximum Fee	$31,965

ATTACHMENT NUMBER TWO TO EXHIBIT A

RATE SCHEDULE
2018

LABOR RATES

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

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

NON-LABOR RATES

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

COUNCIL BILL NO. 2018-124 ORDINANCE NO.

AN ORDINANCE approving Work Authorization with Allgeier-Martin & Associates Inc. in the not to exceed amount of Thirty One Thousand Nine Hundred Sixty-Five and No/100 Dollars ($31,965.00) for engineering services associated Grit Auger Design, Bidding and Construction Management 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 Thirty-One Thousand Nine Hundred Sixty-Five and No/100 Dollars ($31,965.00) for engineering design, bidding and services associated with Grit Auger Design, Bidding and Construction Management for the Shoal Creek Wastewater Treatment Facility in the City of Joplin, Newton County. A true and accurate copy of said Work Authorization being attached hereto and incorporated herein, is hereby approved.

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

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 2017-2018 budget from Sanitary Sewer Fund No. 415-4541-540-8015, Facility Improvements.

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

_____, 2018 by a _____ vote.

ATTEST: _____
Gary L. Shaw, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Council Bill 2018-101

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

_____

Leslie Haase, Director of Finance

PAP 9 JET Workplan

JOPLIN, MO STRONGER. SAFER. SMARTER
JET JOINT ENGINEERING TEAM

FEMA Projects
- Catch Basin
- Curb & Gutter
- Sidewalk
- Streets

- Census Project Boundary
- Project 1 Surface Projects
- LMI Area
- Torando Path

Stormwater Projects
- Project 1 Stormwater
- PAP 9 Project Boundaries

0 250 500
1 inch = 500 feet
Updated By: SWM
Updated: 10/17/2016

Imagery ©2016, DigitalGlobe, USDA Farm Service Agency
Google

COUNCIL BILL NO. 2018-125 ORDINANCE NO

AN ORDINANCE approving a Work Authorization with Joplin Joint Engineering Team in the not to exceed amount of One Million Four Hundred Eighty-Two Thousand Two Hundred Thirty-Seven and 00/100 Dollars ($1,482,237.00) for design, survey, bidding and construction services for sidewalk, curb & gutter, street and storm water projects in the recovery area funded through CDBG-DR, and containing an emergency clause.

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

Section 1. That the Work Authorization with Joplin Joint Engineering Team in the not to exceed amount of One Million Four Hundred Eighty-Two Thousand Two Hundred Thirty-Seven and 00/100 Dollars ($1,482,237.00) for design, survey, bidding and construction services for sidewalk, curb & gutter, street and storm water projects in the recovery area funded through CDBG-DR, in the City of Joplin, Jasper County, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

Section 2. That the City Manager or his designee is hereby authorized to enter into an agreement on behalf of the City of Joplin with Joplin Joint Engineering Team.

Section 3. Upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the consultant shall be paid out of the CDBG-DR II Fund.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.

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

_____, 2018 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara Golhoffer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2018-125

I hereby certify that a sufficient amount is available in the CDBG-DR II Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 18, 2018
Council Bill No. 2018-125

Item: Work Authorization Number JET DR-1 & DR-2 PAP 9-1 with Olsson Associates dba Joplin Joint Engineering Team for Design, Survey, Bidding, and Construction Phase Services for Sidewalk, Curb & Gutter, Street, and Storm Water Projects in the Recovery Area.

Originating Department: Public Works – Engineering

Attachments: 1) Project Cost Summary
2) Project Location Map
3) Work Authorization JET DR-1 & DR-2 PAP 9-1
4) Council Bill No. 2018-125

Planning, Development &
Neighborhood Services Director: Troy Bolander
Department Head: David Hertzberg
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Work Authorization Number JET DR-1 & DR-2 PAP 9-1 with Olsson Associates dba Joplin Joint Engineering Team for the not to exceed amount of One Million Four Hundred and Eighty-Two Thousand Two Hundred and Thirty-Seven and 00/100 Dollars ($1,482,237.00) for Survey, Design, Bidding, and Construction Services for Sidewalk, Curb & Gutter, Street, and Storm Water Projects in the Recovery Area funded with Community Development Block Grant-Disaster Recovery funds.

Background: In 2013 the City of Joplin Council reviewed and approved the "Joplin Community Phase II Recovery Plan". City staff then worked with various consulting firms and contractors to complete many of the projects included in the plan approved by Council. Due to the large number of infrastructure projects and the scheduling challenges with environmental clearance, public involvement, construction coordination, etc. the City staff estimated the budgets conservatively to ensure completion of the projects ranked highest by City Council. It was anticipated that with the successful completion of various projects in the plan, funds that had been budgeted would become available for a continuation of the recovery plan by completing

more surface projects. City staff, City consultants, and our Contractors have completed many of the projects under budget and this has allowed a continuation of the original recovery plan projects.

Discussion: City staff directed the JET design team to prepare a scope of services for disaster recovery funded surface projects within the recovery area. The projects are all surface projects within the recovery area as shown on the attached map. The table on the following page shows the projects with the services and cost of services included in this work authorization. The overall program is on schedule to be completed before the Fall of 2019 which is the overall CDBG-DR expenditure deadline.

Recommendation: Staff recommends Approval of Work Authorization Number JET DR-1 & DR-2 PAP 9-1 with Olsson Associates dba Joplin Joint Engineering Team for the not to exceed amount of One Million Four Hundred and Eighty-Two Thousand Two Hundred and Thirty-Seven and 00/100 Dollars ($1,482,237.00) for Survey, Design, Bidding, and Construction Services for Sidewalk, Curb & Gutter, Street, and Storm Water Projects in the Recovery Area be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

Project Name	Project Description	Type	Fee
Surface Project 4002	Replacement of sidewalk, curb and gutter, streets, and storm inlets generally following condition level 3, 4, 5 ratings in the 4002 Project Area. The 4002 project area is bounded by 20th St. to the north, 22nd St. to the south, Maiden Lane Ave. to the west and Jackson Ave. to the east.	Survey, Design, Bidding and Construction Phase Services	$670,639
Surface Project 4009	Replacement of sidewalk, curb and gutter, and streets, generally following condition level 3, 4, 5 ratings in the 4009 Project Area. The 4002 project area is bounded by 20th St. to the south, 15th St. to the north, Ohio Ave. to the west and Indiana Ave. to the east.	Survey, Design, Bidding and Construction Phase Services	$489,256
Surface Project 4011	Replacement of sidewalk, curb and gutter, and streets, generally following condition level 3, 4, 5 ratings in the 4011 Project Area. The 4011 project area is bounded by 20th St. to the north, 26th St. to the south, Vermont Ave. to the west and Connecticut Ave. to the east.	Survey, Design, Bidding and Construction Phase Services	$322,342

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Associates, Inc DBA: Joplin Engineering Team Address: 702 S Main Street Joplin, MO 64801	
Attention: David Hertzberg, PE Troy Bolander		Attention: Jack Schaller, PE jschaller@olssonassociates.com	
Department: Public Works Planning & Development		Phone: (417) 781-0643	Fax: (417) 781-4714
Phone: (417) 624-0820 Ext. 500	Fax: (417) 625-738		

WORK AUTHORIZATION NUMBER Project 1 Projects, JET DR-1 & DR-2, PAP 9-1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number Project 1 Projects, JET DR-1 & DR-2, PAP 9-1 of One Million Four Hundred Eighty-Two Thousand Two Hundred Thirty-Seven Dollars ($ 1,482,237.00).

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 Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson Associates, Inc.
DBA: Joplin Joint Engineering Team

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

City of Joplin

By: _____
Troy Bolander, Director of Planning, Development & Neighborhood Services

Date: _____

By: _____
David Hertzberg, Director of Public Works

Date: _____

Appendix A
Total Project Fee

PROJECT 1 (4002) 20th to 22ND & Maiden Ln to JACKSON
(90 Construction Days)

Task No.	Task Description	Fee Estimate
1	Project Management	$ 61,907
2	Environmental/Historical Review	$ 2,957
3	Geotechnical Investigation	$ 2,493
4	Utility Coordination/Easement Negotiation	$ 26,831
5	Survey	$ 55,114
6	Preliminary/Right of Way Plans (combined) Design Phase (60% plans)	$ 62,651
7	Final Design Phase (100 percent plans)	$ 115,357
8	Bidding	$ 17,950
9	Construction Administration	$ 128,250
10	Construction Survey	$ 66,610
11	Construction Inspection	$ 101,415
	Expenses	$ 29,104
	Total Project Cost (for tasks listed above)	**$ 670,639**

Project Name/Description PAP 9-1 Surface Project 4002
Consultant Olsson Associates DBA: Joplin Joint Engineering Team

Engineering Services Agreement

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

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

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. The RPR shall comply with the state and federal (if applicable) prevailing wage laws including, but not limited to performing interviews as necessary to comply with state and federal (if applicable) prevailing wage laws.

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

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

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

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

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

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

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

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

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better

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

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

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

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

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

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

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

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

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

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

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

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

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

18. *Inspections and Tests:*

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

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

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

19. *Change Proposals and Claims:*

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

matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

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

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

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

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

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

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

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

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

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

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

A1.09 Post-Construction Phase

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

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

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

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

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

damages, if any.

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

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

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

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

~~d) Contractor certification and city recommendation:~~
~~Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.~~

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

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

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

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

~~PART 2 – ADDITIONAL SERVICES~~

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

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

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

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

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

EXHIBIT A
CLARIFICATION OF SERVICES
JET CDBG DR-1 Surface Project 4002

The following Clarification of Services, Assumptions, and Exclusions further define the Engineering Services Agreement (Revision Date 8-25-2015, strike through version) for the above reference project.

Work Authorization Number Project 1 Projects, JET DR-1 & DR-2, PAP 9-1.

A. PROJECT DEFINITION: Project 1, Surface Project 4002 (South of 20th Street)

The project involves the survey, design and construction services related to rebuilding infrastructure for Surface Project 4002 including replacement of sidewalk, curb and gutter and streets in the 4002 Project Area. The 4002 Project Area is bounded by 22nd Street to the south, 20th Street to the north, South Harlem to the west and South Jackson to the east.

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

- Topographic Survey;
- Preliminary Plans/Right of Way Plans (Combined 60% Plans);
- Utility Coordination;
- Final Plans, Estimates, and Specifications.
- Incorporate final City comments and finalize plans, specifications, and estimates;
- Bidding including project manual;
- Construction Observation;
- Construction Administration;
- Surveying Services;
- Materials Testing.
- Right of Way Services

B. CLARIFICATION OF SERVICES

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

2. **Bidding Phase: After acceptance by Owner of the updated Construction Contract Documents, and upon written authorization by Owner to proceed, Engineer shall:**
    a. 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.

b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
c. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.
d. Consult with Owner regarding 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.
e. 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.
f. Conduct a Pre-Bid Conference and distribute minutes accordingly. Issue any addendums that arise out of Pre-Bid conference.
g. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids, assembling final contracts for execution by Owner and Contractor, and in issuing notices of award of such contracts.
h. Conduct a Pre-Construction Conference and distribute minutes accordingly. Issue any clarification that may arise out of the Pre-Construction conference.
i. Construction Phase: Upon successful completion of the Bidding Phase, Engineer complete construction phase services in accordance with outlined scope and clarification consistent with Engineering Agreement and Exhibit A.

3. **Surveying Services:** JET Team shall perform professional services as requested by Contractor pursuant to the conditions provided herein. These services will include field staking as those services are requested by Contractor or the Contractor's designated representative. **All staking services are based on one-time staking of each specified element.**

   a. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements. JET Team will establish additional 2 Temporary Bench Marks.
   b. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points shall be set on intervals as needed by contractor.
   c. Surveying services shall be minimized where infrastructure replacement is less than 20' long.

4. **Construction Testing Services:** Construction materials testing will be performed on this project in general compliance with the Standard Specifications for The City of Joplin, Missouri last updated March 2, 2018. The JET Team will provide quality assurance testing which shall include:

a. Materials Testing
   i. 400 cylinder breaks (80 concrete tests-5 cylinders per test)-CONCRETE
   ii. 1 Base Proctor
   iii. 1 Atterberg
   iv. 7 Lab Tests -ASPHALT
b. Asphaltic Concrete
   i. Perform verification testing in accordance with the Missouri Standard Specifications for Highway Construction. Tests and frequencies of testing are referenced in Table 403.19.3.
   ii. Perform tests to determine mixture properties, gradation, deleterious content, and asphalt content on the retained portion of the QC samples at least once per week.

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

5. **Right of Way Services:** The JET will perform Right of Way service for the project, which includes negotiation services associated with the temporary easements along the project corridor. Specific services include:

a. Discussion with affected property owners both verbally and by written correspondence.
b. Utilize the procedures of CDBG acquisition directives and HUD acquisition process.
c. No title work will be obtained since the easements will be temporary.
d. Attend public meetings, and prepare information for distribution to the public regarding easement acquisition.
e. Negotiate property acquisitions and maintain negotiation reports.
f. Documents will not be recorded since the easements are temporary.
g. Maintain spreadsheets and reports for tracking projects.
h. Assist citizens in obtaining information regarding CDBG projects and property ownership issues.

C. GRANT COMPLIANCE VERIFICATION

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

a. Prepare the pre-construction report
b. Prepare the Start of Construction Notice

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

D. PROJECT ASSUMPTIONS

1. Fees can be shifted between phases and tasks.
2. The City will issue notice to proceed after City Council Approval.
3. Design will be completed with only temporary easements if required.
4. Some areas may not be able to be completed if easement or right of way is required.
5. Final plan reviews to be completed after City Approval.
6. Utility relocation shall be completed by the respective utility company.
7. The land disturbance permit and SWPPP will be handled under the City's operating permit. The contractor shall be responsible for maintaining and updating the SWPPP. Furthermore, the contractor is responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMPs as set for in the SWPPP to meet all applicable city, state, and federal laws.
8. Survey:
   a. Fees include Office Calculations, Staking Supplies, Mileage and Travel Time to and from site. All staking shall be performed utilizing either Total Station or GPS technologies.
   b. All hours shown are an estimate based on one-time staking of each of the specified elements
   c. Contractor must request services 48 hours prior to needing a field crew on-site.

9. Construction Testing Services:
   a. We have estimated that these projects will require the utilization of construction observation and materials testing personnel over an 4 month time period. Should the projects be timed in a manner requiring the Jet Team to provide observation and testing personnel for more than 4 month, a supplemental agreement will be required.
   b. Specifications will be modified to limit concrete pours to a minimum daily length or cubic yard amount to avoid small batch testing.
10. Revisions to any stage of plans that have been approved by the City shall be considered additional services.
11. All CAD files shall be created using AutoCAD 2017 or newer.
12. No potholing will be performed. The engineer will coordinate with utility companies for potholing at critical locations.
13. Survey is to include location of existing utilities based on visible surface evidence and

markings provided by the Missouri One-Call System.

14. Right of Way services:
    a. Tilework is not required since easements are temporary.
    b. Right of Way service including negotiations, and acquisitions are limited to 12 properties (temporary easments). Services beyond those explicitly stated will be considered additional services.
    c. Three contacts with property owners shall be made, then the City shall direct negotiator on how to proceed. Additional contacts shall be considered additional services.

C. EXCLUSIONS

1. Right-of-Way monumentation
2. As-built surveys
3. Appraisal & Condemnation services / Representation
4. Retaining wall or other structural designs
5. Pavement and joint design
6. Utility design, including waterline, sanitary sewer, gas, fiber optic, and electric design.
7. All services not specifically listed are assumed to be excluded.

REIMBURSABLE EXPENSE SCHEDULE

PAP 9-1 PROJECT 1 SURFACE PROJECT 4002 (SOUTH OF 20TH)

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

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

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

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

Clerical	**Cost**
Automobiles (Personal Vehicle)	$0.535/mile*
Automobiles (OA Vehicle) (in lieu of rental car when available)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost

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

Total Estimated Travel and Clerical Expense Fees	$9,090

Construction Materials Testing

Testing Assumptions:

Concrete

80 tests/5 cylinders per test= 450 cylinders
400 cylinders $21/break = **$8,400**
Making of cylinders included as part of inspection time since Olsson will be on site full time.

Soil

1 Soil Proctors @ $180/test = $180
1 Atterberg Soil @ $100/test = $100
Soil Testing= **$280**
Density tests of soil included as part of inspection time since we are on site full time.

Asphalt

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

Asphalt Lab Tests

5 Lab Tests @ $1325 = $6,625
2 Gradation & AC Test @ $300 = $600
7 Times shipping to lab for full testing 7 X $87/ship = $609
Asphalt Lab Testing= **$7,834**

Asphalt Cores for Pavement Thickness

100 Cores @ $35/Each = **$3,500**

Total Construction Materials Testing Fees	$20,014
TOTAL EXPENSE FEES	**$29,104**

Appendix A
Total Project Fee

PROJECT 1 Surface Project 4009
(100 Working Days)

Task No.	Task Description	Fee Estimate
1	Project Management	$ 39,764
2	Environmental/Historical Review	$ 3,437
3	Geotechnical Investigation	$ 2,493
4	Utility Coordination	$ 4,218
5	Survey	$ 40,492
6	Preliminary/Right of Way Plans (combined) Design Phase (60% Plans)	$ 53,685
7	Final Design Phase (100 percent plans)	$ 58,144
8	Bidding	$ 14,768
9	Construction Administration	$ 73,418
10	Construction Survey	$ 46,000
11	Construction Inspection	$ 113,412
	Expenses	$ 39,425
	Total Project Cost (for tasks listed above)	**$ 489,256**

Project Name/Description PAP 9-1 Surface Project 4009
Consultant Olsson Associates DBA: Joplin Joint Engineering Team

Engineering Services Agreement

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

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

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. The RPR shall comply with the state and federal (if applicable) prevailing wage laws including, but not limited to performing interviews as necessary to comply with state and federal (if applicable) prevailing wage laws.

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

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

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

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

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

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

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

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

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better

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

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

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

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

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

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

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

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

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

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

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

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

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

18. *Inspections and Tests:*

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

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

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

19. *Change Proposals and Claims:*

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

matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

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

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

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

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

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

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

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

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

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

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

A1.09 Post-Construction Phase

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

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

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

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

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

damages, if any.

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

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

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

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

~~d) Contractor certification and city recommendation:~~
~~Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.~~

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

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

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

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

~~PART 2 – ADDITIONAL SERVICES~~

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

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

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

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

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

EXHIBIT A
CLARIFICATION OF SERVICES
JET CDBG DR-1 Surface Project 4009

The following Clarification of Services, Assumptions, and Exclusions further define the Engineering Services Agreement (Revision Date 8-25-2015, strike through version) for the above reference project.

Work Authorization Number Project 1 Projects, JET DR-1 & DR-2, PAP 9-1.

A. PROJECT DEFINITION: Project 1, Surface Project 4009

The project involves the survey, design and construction services related to rebuilding infrastructure for Surface Project 4009 including replacement of sidewalk, curb and gutter and streets in the 4009 Project Area. The 4009 Project Area is bounded by 20nd Street to the south, 15th Street to the north, South Ohio Avenue to the west and South Indiana Avenue east.

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

- Topographic Survey;
- Preliminary Plans/Right of Way Plans (Combined 60% Plans);
- Utility Coordination;
- Final Plans, Estimates, and Specifications.
- Incorporate final City comments and finalize plans, specifications, and estimates;
- Bidding including project manual;
- Construction Observation;
- Construction Administration;
- Surveying Services;
- Materials Testing.

B. CLARIFICATION OF SERVICES

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

2. **Bidding Phase: After acceptance by Owner of the updated Construction Contract Documents, and upon written authorization by Owner to proceed, Engineer shall:**
    a. 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.

b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
c. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.
d. Consult with Owner regarding 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.
e. 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.
f. Conduct a Pre-Bid Conference and distribute minutes accordingly. Issue any addendums that arise out of Pre-Bid conference.
g. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids, assembling final contracts for execution by Owner and Contractor, and in issuing notices of award of such contracts.
h. Conduct a Pre-Construction Conference and distribute minutes accordingly. Issue any clarification that may arise out of the Pre-Construction conference.
i. Construction Phase: Upon successful completion of the Bidding Phase, Engineer complete construction phase services in accordance with outlined scope and clarification consistent with Engineering Agreement and Exhibit A.

3. **Surveying Services:** JET Team shall perform professional services as requested by Contractor pursuant to the conditions provided herein. These services will include field staking as those services are requested by Contractor or the Contractor's designated representative. **All staking services are based on one-time staking of each specified element.**

   a. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements. JET Team will establish additional 2 Temporary Bench Marks.
   b. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points shall be set on intervals as needed by contractor.
   c. Surveying services shall be minimized where infrastructure replacement is less than 20' long.

4. **Construction Testing Services:** Construction materials testing will be performed on this project in general compliance with the Standard Specifications for The City of Joplin, Missouri last updated March 2, 2018. The JET Team will provide quality assurance testing which shall include:

   a. Materials Testing
      i. 500 cylinder breaks (100 concrete tests-5 cylinders per test)-CONCRETE
      ii. 1 Base Proctor
      iii. 1 Atterberg
      iv. 10 Lab Tests -ASPHALT
      v. 5 Gradation and Asphalt content Test - Asphalt

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

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

C. GRANT COMPLIANCE VERIFICATION

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

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

D. PROJECT ASSUMPTIONS

1. Fees can be shifted between phases and tasks.
2. The City will issue notice to proceed after City Council Approval.
3. Design will be completed so no easements or right of way are required.
4. Some areas may not be able to be completed if easement or right of way is required.
5. Final plan reviews to be completed after City Approval.
6. Utility relocation shall be completed by the respective utility company.
7. The land disturbance permit and SWPPP will be handled under the City's operating permit. The contractor shall be responsible for maintaining and updating the SWPPP. Furthermore, the contractor is responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMPs as set for in the SWPPP to meet all applicable city, state, and federal laws.
8. Survey:
    a. Fees include Office Calculations, Staking Supplies, Mileage and Travel Time to and from site. All staking shall be performed utilizing either Total Station or GPS technologies.
    b. All hours shown are an estimate based on one-time staking of each of the specified elements
    c. Contractor must request services 48 hours prior to needing a field crew on-site.
9. Construction Testing Services:
    a. We have estimated that these projects will require the utilization of construction observation and materials testing personnel over a 6 month time period. Should the projects be timed in a manner requiring the Jet Team to provide observation and testing personnel for more than 6 month, a supplemental agreement will be required.
    b. Specifications will be modified to limit concrete pours to a minimum daily length or cubic yard amount to avoid small batch testing.
10. Revisions to any stage of plans that have been approved by the City shall be considered additional services.
11. All CAD files shall be created using AutoCAD 2017 or newer.
12. No potholing will be performed by the engineer. The engineer will coordinate with utility companies for potholing at critical locations.
13. Survey is to include location of existing utilities based on visible surface evidence and markings provided by the Missouri One-Call System.

C. EXCLUSIONS

1. Right-of-Way monumentation
2. Easement and Right of Way negotiation
3. As-built surveys
3. Appraisal & Condemnation services / Representation
4. Retaining wall or other structural designs
5. Pavement and joint design
6. Utility design, including waterline, sanitary sewer, gas, fiber optic, and electric design.
7. All services not specifically listed are assumed to be excluded.

REIMBURSABLE EXPENSE SCHEDULE
PAP 9-1 PROJECT 1 SURFACE PROJECT 4009

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

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

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

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

Clerical	**Cost**
Automobiles (Personal Vehicle)	$0.535/mile*
Automobiles (OA Vehicle) (in lieu of rental car when available)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost

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

Total Estimated Travel and Clerical Expense Fees	$9,090

Construction Materials Testing

Testing Assumptions:
(Testing does not include hourly time since Olsson will be on site full time.)

Concrete
100 tests/5 cylinders per test= 500 cylinders
500 cylinders $21/break = **$10,500**

Soil
1 Soil Proctors @ $180/test = $180
1 Atterberg Soil @ $100/test = $100
Soil Testing= **$280**
Density tests of soil included as part of inspection time since we are on site full time.

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

Asphalt Lab Tests
10 Lab Tests @ $1325 = $13,250
5 Gradation/AC Tests @ $300 = $1500
15 Times shipping to lab for full testing 15 X $87/ship = $1,305
Asphalt Lab Testing= **$16,055**

Asphalt Cores for Pavement Thickness
100 Cores @ $35/Each = **$3,500**

Total Construction Materials Testing Fees	$30,335
TOTAL EXPENSE FEES	**$39,425**

Appendix A
Total Project Fee

Project 1 Surface Project 4011
(60 Working Days)

Task No.	Task Description	Fee Estimate
1	Project Management	$ 27,735
2	Environmental/Historical Review	$ 4,851
3	Geotechnical Investigation	$ 3,075
4	Utility Coordination	$ 1,172
5	Survey	$ 29,961
6	Preliminary/Right of Way Plans (combined) Design Phase (60% Plans)	$ 35,108
7	Final Design Phase (100 percent plans)	$ 40,170
8	Bidding	$ 8,131
9	Construction Administration	$ 38,740
10	Construction Survey	$ 34,088
11	Construction Inspection/Testing	$ 66,556
	Expenses	$ 32,755
	Total Project Cost (for tasks listed above)	**$ 322,342**

Project Name/Description PAP 9-1 Surface Project 4011
Consultant Olsson Associates DBA: Joplin Joint Engineering Team

Engineering Services Agreement

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

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

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. ~~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. The RPR shall comply with the state and federal (if applicable) prevailing wage laws including, but not limited to performing interviews as necessary to comply with state and federal (if applicable) prevailing wage laws.

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

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

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

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

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

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

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

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

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better

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

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

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

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

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

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

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

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

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

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

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

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

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

18. *Inspections and Tests:*

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

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

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

19. *Change Proposals and Claims:*

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

matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

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

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

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

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

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

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

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

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

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

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

A1.09 Post-Construction Phase

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

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

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

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

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

damages, if any.

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

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

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

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

~~d) Contractor certification and city recommendation:~~
~~Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.~~

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

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

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

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

~~PART 2 – ADDITIONAL SERVICES~~

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

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

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

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

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

EXHIBIT A
CLARIFICATION OF SERVICES
JET CDBG DR-1 Surface Project 4011

The following Clarification of Services, Assumptions, and Exclusions further define the Engineering Services Agreement (Revision Date 8-25-2015, strike through version) for the above reference project.

Work Authorization Number Project 1 Projects, JET DR-1 & DR-2, PAP 9-1.

A. PROJECT DEFINITION: Project 1, Surface Project 4011

The project involves the survey, design and construction services related to rebuilding infrastructure for Surface Project 4011 including replacement of sidewalk, curb and gutter and streets in the 4011 Project Area. Infrastructure replacement shall follow guidelines established by the Design Strategy guide. The 4011 Project Area is bounded by 20th Street to the north, Indiana Avenue on the west (from 20th Street to 26th Street), 26th Street on the south (from Indiana Avenue to Vermont Avenue), Vermont on the west (from 26th Street to 28th Street), 28th Street on the south (from Vermont Avenue to Connecticut Avenue), Connecticut Avenue on the east (from 28th Street to 20th Street).

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

- Topographic Survey;
- Preliminary Plans/Right of Way Plans (Combined 60% Plans);
- Utility Coordination;
- Final Plans, Estimates, and Specifications.
- Incorporate final City comments and finalize plans, specifications, and estimates;
- Bidding including project manual;
- Construction Observation;
- Construction Administration;
- Surveying Services;
- Materials Testing.

B. CLARIFICATION OF SERVICES

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

2. **Bidding Phase: After acceptance by Owner of the updated Construction Contract Documents, and upon written authorization by Owner to proceed, Engineer shall:**
    a. 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.

b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
c. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.
d. Consult with Owner regarding 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.
e. 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.
f. Conduct a Pre-Bid Conference and distribute minutes accordingly. Issue any addendums that arise out of Pre-Bid conference.
g. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids, assembling final contracts for execution by Owner and Contractor, and in issuing notices of award of such contracts.
h. Conduct a Pre-Construction Conference and distribute minutes accordingly. Issue any clarifications that may arise out of the Pre-Construction conference.
i. Construction Phase: Upon successful completion of the Bidding Phase, Engineer complete construction phase services in accordance with outlined scope and clarification consistent with Engineering Agreement and Exhibit A.

3. **Surveying Services:** JET Team shall perform professional services as requested by Contractor pursuant to the conditions provided herein. These services will include field staking as those services are requested by Contractor or the Contractor's designated representative. **All staking services are based on one-time staking of each specified element.**

   a. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements. JET Team will establish additional 2 Temporary Bench Marks.
   b. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points shall be set on intervals as needed by contractor.
   c. Surveying services shall be minimized where infrastructure replacement is less than 20' long.

4. **Construction Testing Services:** Construction materials testing will be performed on this project in general compliance with the Standard Specifications for The City of Joplin, Missouri last updated March 2, 2018. The JET Team will provide quality assurance testing which shall include:

a. Materials Testing
   i. 150 cylinder breaks (30 concrete tests-5 cylinders per test)-CONCRETE
   ii. 1 Base Proctor
   iii. 1 Atterberg
   iv. 10 Lab Tests -ASPHALT
   v. 5 Gradation and Asphalt Content Tests - Asphalt

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

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

C. GRANT COMPLIANCE VERIFICATION

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

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

D. PROJECT ASSUMPTIONS

1. Fees can be shifted between phases and tasks.
2. The City will issue notice to proceed after City Council Approval.
3. Design will be completed so no easements or right of way are required.
4. Some areas may not be able to be completed if easement or right of way is required.
5. Final plan reviews to be completed after City Approval.
6. Utility relocation shall be completed by the respective utility company.
7. The land disturbance permit and SWPPP will be handled under the City's operating permit. The contractor shall be responsible for maintaining and updating the SWPPP. Furthermore, the contractor is responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMPs as set for in the SWPPP to meet all applicable city, state, and federal laws.
8. Survey:
    a. Fees include Office Calculations, Staking Supplies, Mileage and Travel Time to and from site. All staking shall be performed utilizing either Total Station or GPS technologies.
    b. All hours shown are an estimate based on one-time staking of each of the specified elements
    c. Contractor must request services 48 hours prior to needing a field crew on-site.
9. Construction Testing Services:
    a. We have estimated that these projects will require the utilization of construction observation and materials testing personnel over a 3 month time period. Should the projects be timed in a manner requiring the Jet Team to provide observation and testing personnel for more than 3 month, a supplemental agreement will be required.
    b. Specifications will be modified to limit concrete pours to a minimum daily length or cubic yard amount to avoid small batch testing.
10. Revisions to any stage of plans that have been approved by the City shall be considered additional services.
11. All CAD files shall be created using MicroStation.
12. No potholing will be performed by the engineer. The engineer will coordinate with utility companies for potholing at critical locations.
13. Survey is to include location of existing utilities based on visible surface evidence and markings provided by the Missouri One-Call System.

C. EXCLUSIONS

1. Right-of-Way monumentation
2. Easement and Right of Way negotiation
3. As-built surveys
3. Appraisal & Condemnation services / Representation
4. Retaining wall or other structural designs
5. Pavement and joint design
6. Utility design, including waterline, sanitary sewer, gas, fiber optic, and electric design.
7. All services not specifically listed are assumed to be excluded.

REIMBURSABLE EXPENSE SCHEDULE
PAP 9-1 PROJECT 1 SURFACE PROJECT 4011

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

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

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

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

Clerical	**Cost**
Automobiles (Personal Vehicle)	$0.535/mile*
Automobiles (OA Vehicle) (in lieu of rental car when available)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost

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

Total Estimated Travel and Clerical Expense Fees	$8,020

Construction Materials Testing

Testing Assumptions:
(Testing does not include hourly time since Olsson will be on site full time.)

Concrete
30 tests/5 cylinders per test= 200 cylinders
150 cylinders $21/break = **$3,150**

Soil
1 Soil Proctors @ $180/test = $180
1 Atterberg Soil @ $100/test = $100
Soil Testing= **$280**
Density tests of soil included as part of inspection time since we are on site full time.

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

Asphalt Lab Tests
10 Lab Tests @ $1325 = $13,250
5 Graddation & AC @ $300 = $1,500
15 Times shipping to lab for full testing 7 X $87/ship = $1,305
Asphalt Lab Testing= **$16,055**

Asphalt Cores for Pavement Thickness
150 Cores @ $35/Each = **$5,250**

Total Construction Materials Testing Fees	$24,735
TOTAL EXPENSE FEES	**$32,755**

Billing Rate Table Joplin CDBG PAP 7-1

Classifications Design Services	2017	2018	2019
Principal in Charge	$262.65	$270.53	$278.65
Program Manager	$190.55	$196.27	$202.16
Client Manager	$185.40	$190.96	$196.69
Senior Engineer	$176.13	$181.41	$186.85
Senior Project Engineer	$159.65	$164.44	$169.37
Project Engineer	$135.96	$140.04	$144.24
Associate Engineer	$119.48	$123.06	$126.75
Assistant Engineer	$98.88	$101.85	$104.91
Senior Landscape Architect	$154.50	$159.14	$163.91
Project Landscape Architect	$113.30	$116.70	$120.20
Design Associate	$110.21	$113.52	$116.93
Senior Technician	$88.58	$91.24	$93.98
Associate Technician	$74.16	$76.38	$78.67
Assistant Technician	$62.83	$64.71	$66.65
Student Technician	$62.83	$64.71	$66.65
Field Services	$152.44	$157.01	$161.72
Surveyor	$94.76	$97.60	$100.53
Survey 1-Man Crew	$120.00	$120.00	$123.60
Survey 2-Man Crew	$150.00	$150.00	$154.50
Senior Scientist	$152.44	$157.01	$161.72
Project Scientist	$115.36	$118.82	$122.38
Associate Scientist	$92.70	$95.48	$98.34
Certified Welder Inspector	$103.00	$106.09	$109.27
ICC Welding Inspector	$103.00	$106.09	$109.27
Bolting Inspector	$103.00	$106.09	$109.27
Standby Time	$103.00	$106.09	$109.27
Steel Technician	$103.00	$106.09	$109.27
Steel Technician Standby	$103.00	$106.09	$109.27
Steel Technician Overtime	$154.50	$159.14	$163.91
Steel Technician Re-Observation	$103.00	$106.09	$109.27
Steel Technician Re-Observation OT	$154.50	$159.14	$163.91
NDT Level II Technician	$113.30	$116.70	$120.20
NDT Level II Standby	$113.30	$116.70	$120.20
NDT Level II Double Time	$226.60	$233.40	$240.40

Field Service Unit Rate Table Joplin CDBG PAP 7-1

Unit Code and Description		2017 Rates	2018 Rates	2019 Rates
STDPCTR OLA	Standard Proctor	$169.95	$175.05	$180.30
MODPCTR OLA	Modified Proctor	$211.15	$217.48	$224.00
OVSZCMP OLA	Oversize Correction	$61.80	$63.65	$65.56
ATERBRG OLA	Atterberg Limits	$92.70	$95.48	$98.34
CLFRPRT	Clay Lumps & Friable Particles in Aggregates	$324.45	$334.18	$344.21
CUTRIAX	Consolidated Undrained Triaxal Comp	$1,648.00	$1,697.44	$1748.36
CUTRIAX	Consolidated Undrained Triaxal Comp-Remold	$2,008.50	$2,068.76	$2130.82
LA ABR	Degradation of Aggregate by LAR Machine	$412.00	$424.36	$437.09
DLTMIL	Deleterious Content of Aggregates	$61.80	$63.65	$65.56
	Lightweight Particles in Aggregates	$206.00	$212.18	$218.55
GRAD>34 OLA	Gradation > 3/4"	$123.60	$127.31	$131.13
GRAD<34 OLA	Gradation < 3/4"	$103.00	$106.09	$109.27
MGA S OLA	Grain Size Analysis (Sieves)	$103.00	$106.09	$109.27
MGA H OLA	Grain Size Analysis (Hydrometer)	$169.95	$175.05	$180.30
RELDT	Min/Max Index Density & Unit Weight (Vibatory Table)	$243.08	$250.37	$257.88
RRG	Particle Size Analysis of Riprap Materials	$1,236.00	$1,273.08	$1311.27
P-200 OLA	Percent Fines (Passing #200)	$61.80	$63.65	$65.56
SPCFGVT OLA	Specific Gravity of Course Aggregate	$149.35	$153.83	$158.44
SPCFGVT OLA	Specific Gravity of Fine Aggregate	$149.35	$153.83	$158.44
%FR CA	Percentage of Fractured Particles in Course Aggregate	$92.70	$95.48	$98.34
MC OLA	Percent Moisture Content	$11.33	$11.67	$12.02
CNHDPRM OLA	Permeability of Granular Soils (Constant Head)	$154.50	$159.14	$163.91
FHDPRM OLA	Permeability of Granular Soils (Falling Head)	$154.50	$159.14	$163.91
	Moisture Content by Microwave	$16.48	$16.97	$17.48
DRYDENS OLA	Dry Density Test	$21.63	$22.28	$22.95
DST	Direct Shear Test of Soils (1 pt)	$463.50	$477.41	$491.73
1 PT	One Point Procter Verification	$56.65	$58.35	$60.10
ORGIMP OLA	Organic Impurities in Fine Aggregate	$97.85	$100.79	$103.81
UCT OLA	Unconfined Compressive Strength - Soil	$48.41	$49.86	$51.36
CMPS RC	Unconfined Compressive Strength - Rock	$58.71	$60.47	$62.28
UUTRIAX	Unconsolidated-Undrained Triaxial Compression	$154.50	$159.14	$163.91
UNIT WT	Unit Weight	$66.95	$68.96	$71.03
COMPS C OLA	Compressive Strength - Concrete Cylinder	$19.57	$20.16	$20.76
COMPSCC OLA	Compressive Strength - Concrete Core	$53.56	$55.17	$56.83
COMPS G OLA	Compressive Strength - Grout	$39.14	$40.31	$41.52
COMPS B OLA	Compressive Strength - Block	$118.45	$122.00	$125.66

Unit Code and Description (cont.)		2017 Rates	2018 Rates	2019 Rates
HLWPRSM OLA	Compressive Strength - Block Prism	$149.35	$153.83	$158.44
COMPS M OLA	Compressive Strength - Mortar	$39.14	$40.31	$41.52
C BEAM (3 PT)	Flexural Strength - Concrete Beam 3 Point	$63.86	$65.78	$67.75
FLXST OLA	Flexural Strength - Concrete Beam Center PT	$63.86	$65.78	$67.75
CORDNST OLA	Core Density	$28.84	$29.71	$30.60
CORTHIK OLA	Core Thickness	$22.66	$23.34	$24.04
MVE OLA	Vapor Emission Test Kit	$46.35	$47.74	$49.17
A MX VRF OLA	Asphalt Mix Verification Test	$1,287.50	$1,326.13	$1365.91
A IGNOV OLA	Oil Content - Ignition Method	$175.10	$180.35	$185.76
ARVD	Percent Air Voids in Compacted Paving Mix	$30.90	$31.83	$32.78
CORDNST OLA	Bulk Specific Gravity	$29.87	$30.77	$31.69
A EX	Quantitative Extraction of Bituman Paving Mix	$180.25	$185.66	$191.23
	Gyratory Compaction Bulk Specific (1-point)	$144.20	$148.53	$152.99
MAR D OLA	Marshall Density	$159.65	$164.44	$169.37
STA/FLO	Marshall Stability and Flow	$278.10	$286.44	$295.03
SIEVE	Sieve Analysis of Extracted Gravity	$103.00	$106.09	$109.27
SPCFGZVT OLA	Theoretical Maximum Specific Gravity	$180.25	$185.66	$191.23
TRQWNCH OLA	Torque Wrench	$61.80	$63.65	$65.56
CORMCH OLA	Concrete Coring Equipment - Per Day	$149.35	$153.83	$158.44
MBLAB OLASI	Mobile Lab - Per Month	$412.00	$424.36	$437.09

CJW Generalized Fee Schedule
2018 - 2019

			Hourly Rates	
Staff	Classification		2018	2019
Principal			$170.00	$175.00
Senior	Engineer		$151.00	$155.00
Project	Engineer		$107.00	$110.00
Engineer	Intern		$73.00	$75.00
Project	Manager		$83.00	$85.00
Inspector			$78.00	$80.00
Senior	Designer		$83.00	$85.00
Senior	Designer	II	$78.00	$80.00
Survey	Manager	/ PLS	$87.00	$89.00
Survey	Crew	Chief	$73.00	$75.00
Survey	Crew	Member	$59.00	$60.00
2 Person	Survey	Crew	$132.00	$135.00
3 Person	Survey	Crew	$191.00	$196.00
4 Person	Survey	Crew	$252.00	$259.00
Traffic	Data	Collector	$27.00	$27.00
Engineering	Technician		$61.00	$62.00
Administrator			$32.00	$32.00
Clerical			$27.00	$27.00

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

Transystems Corporation
Schedule of Hourly Rates for 2019

Classification	Rate	Classification	Rate
Administrative II	$87.00	Planner I	$91.00
Architect II	$97.00	Planner II	$93.00
Architect IV	$236.00	Planner III	$142.00
Construction Services I	$60.00	Planner IV	$253.00
Construction Services II	$78.00	Surveyor I	$58.00
Construction Services III	$105.00	Surveyor II	$78.00
Construction Services IV	$155.00	Surveyor III	$99.00
Construction Services V	$225.00	Surveyor IV	$113.00
Engineer I	$92.00	Surveyor V	$165.00
Engineer II	$118.00	Scientist II	$102.00
Engineer III	$165.00	Technician I	$80.00
Engineer IV	$267.00	Technician II	$84.00
Engineer V	$361.00	Technician III	$106.00
Civil Engineer I	$92.00	Technician IV	$115.00
Civil Engineer II	$118.00	Technician V	$162.00
Civil Engineer III	$165.00		
Civil Engineer IV	$267.00		
Civil Engineer V	$361.00		
Electrical Engineer IV	$226.00		
Structural Engineer II	$137.00		
Structural Engineer III	$186.00		
Structural Engineer IV	$227.00		
Structural Engineer V	$297.00		

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JUNE 18, 2018

ITEM: COUNCIL BILL NO. 2018-450

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: PARTICIPATION AGREEMENT FOR STATE INVESTMENT IN LOCAL PUBLIC HEALTH SERVICES; COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill authorizes the renewal of the Participation Agreement between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin, in conjunction with a Memorandum of Understanding (MOU) between the DHSS and the city health department outlining the process for participation in the Children's Health Insurance Program (CHIP) Health Services Initiatives (H.S.I.) project. This is the first year of a three-year agreement cycle.

DISCUSSION:
The Participation Agreement has traditionally provided limited state general revenue funding to Local Public Health Agencies (LPHA) in the state to help offset costs to provide what are considered to be the most essential public health services in a community including disease investigation and prevention activities, promotion of healthy lifestyles, and response to disasters impacting community health.

The companion MOU outlines the process for participation in the CHIP H.S.I. project. The CHIP H.S.I. project is an initiative whereby LPHA's are now submitting qualifying expenditures in certain program areas to the DHSS who then submits them for federal reimbursement. Currently, in the city health department, certain child immunization program costs may be eligible for these reimbursements.

The period for the agreements is June 1, 2018 through May 31, 2021 and the total anticipated reimbursement from these agreements in the first year of the 3-year agreement is $97,865.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2018-450 ORDINANCE NO.

AN ORDINANCE authorizing a Participation Agreement For State Investment In Local Public Health Agencies and a Memorandum of Understanding for participation in the Children's Health Insurance Program (CHIP) Health Services Initiatives (H.S.I.) project, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, and for the City of Joplin Health Department to receive compensation, for up to Ninety-Seven Thousand, Eight Hundred Sixty-Five Dollars, no Cents, ($97,865.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

Section 1. That the Participation Agreement and MOU by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, a copy of said Agreements being attached hereto, be and the same is hereby, approved in the current form.

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

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for the health enhancement activities for residents of the city.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 18th day of June, 2018, by a vote of

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PARTICIPATION AGREEMENT FOR STATE INVESTMENT IN LOCAL PUBLIC HEALTH SERVICES

TRACKING NO. 45623
AGREEMENT NO.

PROVIDER NAME Joplin City Health Department	FEDERAL TAXPAYER ID NO. **44600019606**	
PROVIDER ADDRESS 321 East 4th Street, Joplin, MO 64801-2208	DUNS NO 010649846	
AGREEMENT PERIOD **June 1, 2018 – May 31, 2021**	FUNDING SOURCE	
	STATE 100%	FEDERAL 0%

1. This agreement is entered into by and between the State of Missouri, Department of Health and Senior Services (DHSS) and the above named local public health agency (LPHA) in order to provide an investment of state resources in the LPHA to support the delivery of public health services essential to the prevention of disease, promotion of healthy families, lifestyles and environments, and for protection from disease and disaster through an integrated and cooperative public health system in Missouri.

   1.1 The authority of the LPHA to perform public health services derives directly from this agreement entered into between the LPHA and DHSS and the Missouri Revised Statute 192.290.

2. This agreement shall consist of this form, the attached Exhibit 1 – Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization; and the attached Terms and Conditions document, which is attached hereto and is incorporated by reference as if fully set forth herein.

3. The DHSS shall support the LPHA in the delivery of public health services by the following:

   3.1 Provide subject to availability, annual investment for each budget period (June 1 through May 30) of the agreement period.

      a. The investment includes federal reimbursements of qualifying LPHA expenditures through the Children's Health Insurance Program (CHIP), Health Services Initiative (H.S.I.).
      b. The investment is subject to the annual appropriated amount available to the DHSS for state investment in local public health services.
      c. The amount available to the LPHA is posted at http://clphs.health.mo.gov/LPHS/ under State Investment In Local Public Health Services-State and Children's Health Insurance Program (CHIP), Health Services Initiative (H.S.I.).
      d. The DHSS will notify the LPHA in writing when the amount available changes during the agreement period.

   3.2 Provide a statewide communicable disease reporting system to facilitate compliance with 19 CSR 20 Chapter 20- Communicable Diseases.

      a. The reporting system will also assist with the identification of cases for implementation of control measures identified in 19 CSR 20-20.040.
      b. The reporting system will provide health information, if populated, on specific risk-factors associated with disease transmission.

   3.3 Provide, at the LPHA's request, on-site technical assistance and evaluation of communicable disease control activities.

   3.4 Provide all available public health and health related data and epidemiological support, including that data and support identified by the LPHA as needed to provide or evaluate public health services in the local jurisdiction.

3.5 Provide opportunities for funding and technical assistance related to the DHSS public health priorities, including but not limited to:

a. Chronic Disease Control and Prevention,
b. Maternal and Child Health Promotion, and
c. Public Health Emergency Preparedness.

3.6 Provide staff and technical assistance as available, at the request of the LPHA in response to:

a. communicable disease outbreaks,
b. food borne outbreaks,
c. environmental contamination situations or events, e.g., adulterated foods, sewage releases, hazardous waste releases, etc.,
d. public health assessments,
e. community meetings or planning processes,
f. public health emergency events, or
g. shortages of local manpower or resources to address applicable communities' public health needs.

3.7 Provide local, regional and state level data to facilitate evaluation of public health performance statewide.

a. The LPHA may, at their discretion, provide feedback to the DHSS regarding the inclusion or exclusion of data elements used as performance measures.
b. The LPHA may, at their discretion, advise the DHSS regarding local determinants that impact the data elements used as performance measures.

3.8 Coordinate and provide regional meetings of local public health administrators or their designees to act as forums for discussing local, state and federal public health issues.

a. Participation in regional meetings is not mandatory and is understood to be at the LPHA's discretion.

3.9 Provide annually or as needed, the following communicable disease training to support the LPHA with their delivery of public health services:

a. Principles of Epidemiology,
b. Health Assessment Training (HAT),
c. Epi Ready Training,
d. WebSurv Application Training,
e. Annual District Communicable Disease Update Meetings,
f. Annual Regional TB In-services, and
g. TB Orientation Training

3.10 Provide the following uniform training programs for Environmental Public Health Specialists to support the LPHA with their delivery of public health services:

a. Environmental Health Fundamentals,
b. Lodging Safety and Sanitation,
c. Food Safety (Retail),
d. Food Safety (Manufacturing),
e. Environmental Child Care,

f. Onsite Wastewater Treatment,
g. Drinking Water,
h. Emergency Response,
i. General Environmental Health, and
j. Annual Environmental Health District Meetings.

3.11 Provide, at the LPHA's request, on-site technical assistance and evaluation of environmental public health activities.

3.12. Provide access to State Public Health Laboratory services and 24/7 emergency laboratory services for assistance in rapid detection, investigation, and containment of health concerns and environmental public health hazards.

4 The LPHA shall support the DHSS in the delivery of public health services by the following:

4.1. Complete and submit electronically, the Financial Report or the Infrastructure and Practices Survey on an alternating (each report every other year) basis.

a. Submit a Financial Report within 60 days of the end of the LPHA's fiscal year end following the execution of this agreement and every other year thereafter. The electronic report can be found at the following web link http://health.mo.gov/living/lpha/forms.php.
b. Submit in electronic format, the Infrastructure and Practices Survey by December 31 of the year following the Financial Report and every other year thereafter. A web link to the electronic survey will be issued by the DHSS.

4.2 Share with the DHSS the priority health issues identified by results of the most recent locally prepared needs assessment conducted by the LPHA in order to facilitate the development of a statewide health improvement plan.

4.3 Collaborate with the DHSS to identify gaps and resource needs within the local public health capacity to guide joint planning and future DHSS investments.

4.4 Provide local public health services guided by standards identified within the DHSS reference and training materials, including:

a. the Communicable Disease Investigation Reference Manual,
b. the Environmental Health Operational Guidelines,
c. the Public Health Nursing Manual, and
d. state and national public health accreditation standards.

4.5 Request from the DHSS any support, including staff and technical assistance, the LPHA deems necessary to respond to:

a. communicable disease outbreaks,
b. food borne outbreaks,
c. environmental contamination situations or events, (e.g., adulterated foods, sewage releases, hazardous waste releases, etc.),
d. public health assessments,
e. community meetings or planning processes,
f. public health emergency events, or
g. shortages of local manpower or resources to address applicable communities' public health needs.

4.6 Submit to the DHSS a Vendor Request For Payment (DH-38 form available online at http://health.mo.gov/living/lpha/forms.php either quarterly or monthly.

a. The LPHA must indicate invoicing preference upon signing of agreement in the area provided below.
b. If invoicing quarterly, the DH-38 form is due by July 15th, September 15th, December 15th, and March 15th, of the budget period. Advance payment for services is allowable under this option. If additional funding becomes available, a fifth invoice must be submitted by June 3rd of the budget period.
c. If invoicing monthly, the DH-38 form must be submitted by the 15th of each month beginning July 15, 2018 and the May invoice submitted no later than June 3rd of the budget period.

4.7 The LPHA shall utilize the DHSS provided on-line Missouri Public Health Invoicing and Reporting System (MOPHIRS) to submit the DH-38 located at https://healthapps.dhss.mo.gov/Login/Login.aspx?ReturnUrl=%2fmophirs%2fhome.aspx.

5 General Conditions:

5.1 Pursuant to section 285.530, RSMo, if the LPHA meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM), the LPHA must affirm the LPHA's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The LPHA should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

5.2 If the LPHA meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the LPHA shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the LPHA's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the LPHA shall, prior to the performance of any services as a business entity under the contract:

a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
b. Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
c. Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

5.3 In accordance with subsection 2 of section 285.530 RSMo, the LPHA should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

5.4 Either party may terminate this agreement with or without cause by providing a thirty (30) day written notice to the other party.

5.5 Both parties agree that cooperation and collaboration of public health agencies at the state and local level is necessary to meet the public health needs of the residents of and visitors to the State of Missouri.

Preferred Invoicing Schedule (please check one)

☐ **Quarterly Invoicing** ☐ **Monthly Invoicing**

AUTHORIZED PROVIDER SIGNATURE	MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
TITLE:	TITLE: Director or Designee, Division of Administration
DATE:	DATE:

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.uscis.gov/e-verify.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under State Investment in Local Public Health Services (Contract Name) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Company Name (if applicable) Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.uscis.gov/e-verify; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

_____	_____
Signature of Notary	*Date*

STATE OF MISSOURI
DEPARMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.

c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.

f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.

b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.

d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.

e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.

f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.

g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

Revised 01/26/12
DHSS updates 4/9/18

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.

d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

15. AMENDMENTS

Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

16. MONITORING

a. The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

b. If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

17. DOCUMENT RETENTION

a. The Contractor shall retain all books, records, and other documents relevant to this contract for a period of five (5) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

b. The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

c. If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the five (5) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

d. If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
e. The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

18. CONFIDENTIALITY

a. The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
b. The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

19. LIABILITY

a. The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
b. The relationship of the Contractor to the Department shall be that of an independent Contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
c. The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

20. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

a. If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
b. If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

21. AUTHORIZED PERSONNEL

a. The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
b. The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

MEMORANDUM OF UNDERSTANDING (MOU)

1. Purpose

1.1 This agreement is entered into between the Missouri Department of Health and Senior Services, hereafter referred to as "Department" and the **Joplin City Health Department**, hereafter referred to as "LPHA". The agreement shall be effective June 1, 2018 through May 31, 2021 in conjunction with the Participation Agreement for State Investment in Local Public Health Services.

1.2 The agreement sets forth the terms and conditions for the Children's Health Insurance Program (CHIP) Health Services Initiatives (H.S.I.). Specific H.S.I. may include the following programs:

1.2.1 *Immunization programs*
LPHAs provide a vital role in immunizing our children and promoting immunization among hard to reach families and communities. Immunization program costs are operational (staff related) costs only. If the vaccines costs are funded through the Vaccines for Children (VFC) program or any other federal source, the costs of the vaccines are not included in the CHIP claiming. The immunization program costs claimed under CHIP are net of revenue obtained from billing Medicaid and other insurers for administrative costs.

1.2.2 *Lead testing and prevention programs*
LPHAs are at the forefront of monitoring and managing lead poisoning among children up to age six. Lead program costs include educating families about lead poisoning, testing, and case management services. The lead related program costs claimed under CHIP are net of applicable credits.

1.2.3 *Newborn home visiting programs*
LPHAs offer newborn home visiting programs to high risk families. Clinical staff and other trained professionals provide a range of services to young families to ensure the healthy development of infants and toddlers.

1.2.4 *School health programs*
LPHAs provide health related services in schools and pre-schools including health education, screenings, maintenance of health records, basic nursing services and referrals, as needed, to other health care providers. These services are distinct and different from the services provided in schools as part of special education services authorized under the Individuals with Disabilities Education Act (IDEA).

2. Process

2.1 The Department will provide the LPHA with the CHIP H.S.I. Net Expenditure Report form for reporting expenditures.

2.2 The LPHA shall submit a quarterly CHIP H.S.I. Net Expenditure Report form no later than 30 days following the end of each calendar quarter.

2.3 The Department will compile expenditure documentation from LPHAs and submit net expenditures by program on a quarterly basis to the Department of Social Services for federal reimbursement under Title XXI of the Social Security Act.

2.4 The distribution of the federal reimbursement of qualifying LPHA expenditures through the CHIP H.S.I. will be based on a methodology established by the Department.

3.0 Federal Requirements

3.1 Program expenditures requested for federal reimbursement under CHIP H.S.I. must have been paid solely by local or state funds.

3.2 Since this agreement involves the use of federal funds, the Department has determined that this agreement is subrecipient in nature as defined in 2 CFR § 200.330. The signature of the LPHA's authorized representative indicates compliance with the Certifications contained in Attachment A and the special conditions contained in Attachment B as attached hereto and incorporated by reference as if fully set forth herein.

3.3 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor shall have the right to contest any such exception by any legal procedure the Contractor deems appropriate. The Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

4.0 Confidentiality

4.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

4.2 The LPHA shall comply with provisions of Attachment C, as attached hereto and incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

5.0 Amendments

5.1 The parties agree that any changes to the MOU must be by formal amendment reviewed, approved and signed by the parties.

5.2 The parties agree that no other documents, including correspondence, acts and oral communications by or from any person, shall be construed as an amendment to the MOU.

6.0 Monitoring

6.1 The department reserves the right to monitor this agreement to ensure compliance.

7.0 Documentation

7.1 The LPHA shall retain all books, records, and other documents relevant to this agreement for a period of five (5) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency. The LPHA shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

8.0 Termination

8.1 Either party may terminate this MOU after providing a minimum of thirty (30) days notice.

_____

Local Public Health Agency Date
Authorized Signature

_____

Department of Health and Senior Services Date
Authorized Signature

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any 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.

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations.

CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

CERTIFICATIONS AND SPECIAL PROVISIONS

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) which prohibit discrimination on the basis of disabilities;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

CERTIFICATIONS AND SPECIAL PROVISIONS

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a Contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at http://health.mo.gov/contractorresources/nga for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within six months of notification by the Department to return such funds.

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

SUBRECIPIENT SPECIAL CONDITIONS

1.12 Equipment

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

1. Business Associate Provisions

1.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

1.1.1 The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.

c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.

d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.

e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (i) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

- (ii) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.

l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

1.1.2 The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

1.1.3 The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

1.1.4 The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

1.2.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.

1.2.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

1.2.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

1.2.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.

1.2.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

1.2.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

1.2.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.

1.2.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

1.3 Obligations and Activities of the Contractor:

1.3.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

1.3.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

1.3.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

1.3.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

1.3.5 By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

1.3.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.

1.3.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

1.3.8 At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

1.3.9 The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or

successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

1.3.10 The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

1.3.11 The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

1.3.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

b. The electronic address of any individual who has specified a preference of contact by electronic mail;

c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

1.3.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

1.3.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

1.3.15 If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

1.3.16 The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

1.4 Obligations of the State Agency:

1.4.1 The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.

1.4.2 The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

1.4.3 The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.

1.4.4 The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

1.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

1.5.1 In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

1.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: June 18, 2018
ITEM: Council Bill No. 2018-607 authorizing the City of Joplin to enter into an agreement with Superion, LLC for the purpose of providing Superion Naviline Public Administration applications.

ORIGINATING DEPARTMENT: Information Technology Dept.
ATTACHMENTS: Council Bill No. 2018-607; and, 5-year price comparison

DEPARTMENT HEAD:	Mark A. Morris	**DATE:**
FINANCE:	Leslie Haase	**DATE:**
LEGAL:	Peter C. Edwards	**DATE:**
CITY MANAGER:	Samuel L. Anselm	**DATE:**

INTRODUCTION:

Superion, LLC has been the City's Public Administration software vendor since 1999. This agreement renews that in a new, cloud-hosted arrangement.

DISCUSSION:

This agreement moves our on-premise applications to a secure, hosted, cloud-environment maintained by Superion, LLC. This is the 1st year of a 5-year agreement. Each Fiscal Year, Council budgets and approves an annual support agreement with Superion, LLC. This continues that arrangement as part of the contract. The current computer system that houses these applications is obsolete and at the end of its life. It is also being removed from IBM maintenance in March of 2019. This new arrangement saves the Capital Expense of acquiring a replacement computer, saves the maintenance costs of that computer and operating software, and moves us into the most current platform for less money than all those line items combined. The move to the most current platform is provided/included in the contract and no charge as well as 2 major releases per year.

This will be a budgeted item for Fiscal Year 2019.

RECOMMENDATION:

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

MAM

COUNCIL BILL NO. 2018-607 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Superion, LLC for the purpose of providing Superion NaviLine Public Administration applications for the not to exceed price of One Hundred Seventy Eight Thousand Nine Hundred Twenty Seven and 50/100 Dollars ($178,927.50); authorizing the City Manager 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 Superion, LLC for the purpose of providing Superion NaviLine Public Administration applications for the not to exceed price of One Hundred Seventy Eight Thousand Nine Hundred Twenty Seven and 50/100 Dollars ($178,927.50), 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, 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, being an Ordinance dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

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

_____, 2018.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Support Description	2018	2017	2016
IBM--iSERIES 9408-M25 HW/SWMA	$ 14,812.00	$ 9,032.75	$ 17,621.43
Evault/Carbonite	$ 5,603.41	$ 5,603.41	$ 5,603.41
IBM Support Line through HTE (combined)	$ 8,777.34	$ 8,539.37	$ 8,880.65
Upgrade to iSERIES Hardware or Software		$ 9,860.00	$ 8,329.52
HTE GovNow/CX/KA/Utility/RecTrac Interfacing	$ 7,160.00	$ 1,452.36	$ 1,452.36
HTE Maintenance/Finance	$ 135,141.97	$ 128,749.45	$ 123,421.58
Total	$ 171,494.72	$ 163,237.34	$ 165,308.95
Purchase/Installation price of iSERIES (2008)	$ 140,518.29		

2015	2014
$ 17,210.70	$ 17,123.26
n/a	n/a
$ 8,115.89	$ 7,879.50
$ 3,760.80	$ 1,086.05
$ 1,452.36	$ 1,452.36
$ 122,421.72	$ 119,852.99
$ 152,961.47	$ 147,394.16

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: June 18, 2018

ITEM: Council Bill 2018-608 – approving the reclassification of a position from the Public Works Department to the IT Department; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018.

ORIGINATING DEPARTMENT: City Manager's Office

ATTACHMENTS: Council Bill No. 2018-608 Ordinance and Budget Amendment, Schedule A, Personnel Board meeting minutes

CITY MANAGER:	Sam Anselm
HUMAN RESOURCES:	David Allgood
FINANCE DEPARTMENT:	Leslie Haase
CITY ATTORNEY:	Peter Edwards

SUMMARY:

The following ordinance amends the 2017-18 budget to reclassify an employee from the position of Engineering Technician in the Public Works department to that of GIS Technician within the Information Technology department.

BACKGROUND:

Currently the city has a budgeted Civil Engineer and Engineering Technician in the general fund for the purpose of completing traffic management/engineering functions. The traffic engineer position has been vacant for nearly two years, during such time the engineering technician has been receiving out-of-classification pay to serve in that capacity. Because the engineering technician is not a licensed engineer, the work is reviewed and approved by our assistant public works director and/or public works director. In addition and when necessary, engineering tasks of this nature have been performed under the city's on-call agreement with an engineering firm.

In the meantime, until June of 2013, the city had two employees performing Geographical Information Systems (GIS) duties. Over the past five years, several projects have not been completed due to a shortage of personnel. These tasks would improve the effectiveness and efficiency of departments in completing assignments and communicating with the public.

Earlier this year staff presented this option to council for consideration, and at that time council requested that the personnel board hear the proposal and return a recommendation to the city council. The personnel board met on April 24, and after hearing the issue, voted unanimously to move forward with the reclassification and budget amendment. Meeting minutes are attached.

RECOMMENDATION:

Staff recommends this bill be approved on an emergency basis in accordance with the Home Rule Charter of the City of Joplin, Section 2.12(4), dealing generally with payment of current government expenses.

COUNCIL BILL NO. 2018-608 ORDINANCE NO.

AN ORDINANCE approving the reclassification of a position from the Public Works Department to the IT Department; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and containing an emergency clause.

WHEREAS, the City of Joplin desires to reclassify an engineering technician position in the Public Works Department to a GIS technician in the IT Department, and,

WHEREAS, having referred the subject matter of this Council Bill to the City Personnel Board, and, having received the favorable recommendation thereof.

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

Section 1. That an engineering technician in the Public Works Department be reclassified to a GIS technician in the IT Department as shown in Schedule A attached hereto at a salary range of 190 within the Salary Administration Plan of the City of Joplin.

Section 2. That Fiscal year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by increasing appropriations by the total amount of Four Thousand One Hundred Twenty-Two Dollars and No Cents ($4,122.00.) for the purposes and amounts shown in Schedule A attached hereto.

Section 3. That the Director of Finance is hereby authorized and directed to make all necessary entries on the City records to show the increase in appropriations.

Section 4. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

of _____, 2018, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
GIS RECLASSIFICATION IMPACT
AS OF MARCH 19, 2018
SCHEDULE "A"

DESCRIPTION	BUDGET AMOUNT	RECLASSIFICATION AMOUNT	INCREASE/ (DECREASE)	CURRENT OUT OF CLASS
REGULAR WAGES	36,354	39,880	3,526	46,330
CELL PHONE ALLOWANCE	626	-	(626)	626
FAMILY DENTAL INSURANCE	556	556	-	556
DISABILITY INSURANCE	120	135	15	150
MEDICARE	430	578	148	672
SOCIAL SECURITY	1,841	2,473	632	2,872
FAMILY HEALTH INSURANCE	12,153	12,153	-	12,153
LIFE INSURANCE	78	90	12	100
LAGERS RETIREMENT	5,029	5,424	395	6,301
WORKER'S COMPENSATION	155	175	20	225
TOTAL ANNUAL IMPACT	57,342	61,464	4,122	69,985

Note: Budgeted position hourly rate is $17.43 in Range 170.
GIS Technician would promote to hourly rate of $19.173 in Range 190 (10% increase).

PERSONNEL BOARD MEETING MINUTES

Thursday, January 19, 2018

Joplin City Hall

602 S. Main

Room 106, 1st Floor Conference Room

I. Roll Call

Annette Reeves- Absent & excused

Jeffery Hughey- Present

Jeff Yarnall- Present

Sherry Surface- Absent & excused

Todd Hawkins- Present

A quorum of members was present.

City Staff Present: David Allgood, Human Resources Director, Patrick Hurn – Assist. Human Resources Director/ recorder of minutes. David Hertzberg- Director of Public Works, Mark Morris - Director of Information Technology Services.

II. Approval of Minutes from Previous Meeting

Todd Hawkins makes a motion to approve the minutes of the last meeting of 01.19.18, with a second. The motion passes.

III. New Business

Dave Allgood presented the information before the Board members, a proposed position change. An existing employee "Brandon" moving from Public Works Engineering Technician to a staffing addition GIS Technician in the Information Technology Department. The purpose is to fill a GIS (Graphical Information Systems) position to help improve the overall City operations and services to the Joplin Residents.

Mark Morris was present to give details as to the position fill in his department, with an existing employee "Brandon". Mark stated that having only one GIS person "John" in the IT department with the amount of work that is required organizational wide is difficult if not impossible. Mr. Morris explained that the current GIS Technician, as listed on the handout to the members, (see attachment #1) below red lettering on page 1. He explained that these tasks include the keeping maps up to date, working with Public Works, working with Planning on a day to day basis. Mark stated that what he is focusing on in this additional GIS position would be some other areas that would tie our GIS systems into other systems and that is going to be nearly impossible with only one person, keeping up with all the work that needs to be done.

Mr. Morris stated that one thing that he illustrated to Council was looking at a customer complaint type system, Mark stated that this could be geographical based, where staff could look on a map and see where the incoming rubbish complaints are or where the code enforcements claims are located. Ideally the IT Department would need to use the additional GIS Technician, like "Brandon" to then take that information and merge it into the existing systems for Code Enforcement or Building Permits and for those things we have long promised and perhaps under delivered on to the citizens. He stated it is just a matter of having enough bodies in the right place to make that happen and this change would help with that. Mark went on to say that "Brandon" could consolidate some of what he does in GIS with Financial systems as well as our Crime analysis systems, as well as other systems. This type of work would not be possible without a second

GIS person in the IT Department. Mark reiterated that while technically this would be a Promotion for "Brandon" moving from Rg. 170 to Rg. 190, Brandon understands that based on his current (out of class) pay, this would ultimately result in a $3.00 per hour pay cut from what he is currently receiving. Mr. Morris stated that while Brandon understands this is not a true promotion, Brandon does see it as a unique opportunity to integrate those systems that are existing and develop the GIS position.

Dave Allgood then asked David Hertzberg, Director of Public Works to speak to the proposed move, and how it would impact his department. Mr. Hertzberg, gave some history about his experience with the GIS technicians, including that the GIS Technicians were a part of Public Works until around a year ago, so he understands the amount of work they are responsible for in their workload. He stated that basically "John" the existing GIS Technician was very busy doing Public Works related tasks, and so that is why Mark is asking for this additional, second GIS position to keep the work load going. Mr. Hertzberg agreed that Mark has a great need for the GIS technician and concurs with that. He understands, but he hates to lose "Brandon" as the position fill in the Engineering Technician position because he wants to keep the team concept when the Grant money dries up. He would encourage thoughts of hiring a new position rather than reclassifying an Engineering Tech. and moving it from PW to IT, but states he understands budget constraints and feels that really both positions could be more project funded to help the general fund.

Board member, Mr. Hughes states that he understands when the transfer takes place, the Public Works Engineering Technician position would not be backfilled? Dave Hertzberg stated that is correct, Public Works would not have a person to fill in that Engineering Technician position. Board Member, Mr. Hughes, asked what work would be lost from Public Works by this move? David Hertzberg referenced the structure, the Traffic Engineering section would be missing an Engineering Technician, this position does a lot of the leg work for this Engineering section. He stated work would continue to mount up or they would have to consult it out, the work will get done, but it will not be as cost effective or fast as having the in-house person "Brandon".

Board member Yarnall asked of Mr. Morris, how many GIS technicians do other cities our size generally have? Mark Morris stated that where we have had one, other cities our size often have two or three. He confirmed that up until now the work has just been carried by other positions to help try and get it done.

Board member Mr. Hughes, asked about the possibility of outsourcing the GIS duties and if that has been looked at by the IT Department. Mark Morris answered, stating that the projects needing completed would be very difficult to outsource, especially in a department with no source of revenue to support paying consultants, it would also be very difficult to do the level of training needed on an outsource basis.

Sam Anselm, gave some background on the position changes, stating that this was originally taken to Council as a budget amendment, rather than a reclassification, due to there was not pay plan change, but rather merely an individual employee "Brandon" who was being moved from one existing position in Public Works (Engineering Technician) to Information Technology (GIS Technician) with no change in the pay plan. "Brandon" was currently working as an Engineering Technician, receiving out of class pay, for working in that position as a Civil Engineer, due to Civil Engineer position having been vacant for well over a year or two. Sam states that based on the information coming from Council and the other departments, "Brandon's" military (air force) technology skill set could be of better use of his talents as a GIS Technician. The thought was that this proposed change would provide more value for the City if they move "Brandon" from Public Works Engineering Technician to the IT Department to work in the needed GIS position. This position would also save a few budget dollars, since Brandon is currently working out of class pay and moving to the GIS Technician and would bring a few dollars relief to the general budget. Mr. Anselm stated that again he was bringing this to the Personnel Board at the request of the City Council to help answer any questions and then take the Personnel Board recommendations back to the Council.

Mr. Anselm again stated that he saw this as an opportunity to take the talents of the individual “Brandon” based on his training from the military and perhaps outsource some of the Traffic Engineering work through consultants or other sources, however Brandon would still be available to help in Engineering if needed, until the Engineering position gets filled permanently. Sam Anselm stated that as outlined in the handout (Attachment #1, Mark Morris outline) he felt there were a lot of additional benefits gained by the adding of the second GIS position rather than continued use an Engineering technician.

After discussion and no further questions, with a first and a second and all members in favor the suggested move of “Brandon” from Engineering to Information Technology as a second GIS Technician was approved unanimously by the Personnel Board members.

IV. Unfinished Business

None.

V. Other Business

None

VI. Adjournment

With no further business before the Committee, the Chair entertained a motion to adjourn, with a first and second and all members present in agreement, the Personnel Board meeting was adjourned.

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JUNE 4, 2018

COUNCIL BILL 2018-510
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: NORTHPARK MALL COMMUNITY IMPROVEMENT DISTRICT PETITION TO ADD REAL PROPERTY TO AND REMOVE REAL PROPERTY FROM THE NORTHPARK CID , EXHIBIT A

Finance Director: Leslie Haase	**Date:**
City Attorney: Peter Edwards	**Date:**
City Manager: Sam Anselm	**Date:**

INTRODUCTION:
This Council Bill approves a petition amending the boundaries of the Northpark Lane Community Improvement District (District), including the removal of certain real property from and addition of certain real property to the District.

DISCUSSION:
The Northpark Mall owners submitted a petition to the City to amend the boundaries of the District which was formed pursuant to City Ordinance 2014-90. The 2018 petition provides for the removal of certain real property from and the addition of certain real property to the District. Specifically, the 2018 petition adds the Dunham's Sports parcel to the District and clarifies that no part of the Macy's Men's and Women's store is within the District.

The petition proposes to continue to collect a 1% sales tax within the district to fund the improvements listed in the petition. The improvements will be as provided in the 2014 petition which established the District. The CID will issue bonds in order to make the reimburse the Northpark Mall owners for improvements that have been completed to date and to pay for the improvements which remain to be completed. The bonds will not be an obligation of the City of Joplin.

This District will remain a separate political subdivision governed by a Board of Directors, appointed by the Mayor, with the consent of the City Council.

The District will provide certain financial information to the City as required by the 2018 petition and will pay the City an annual administrative fee of $2,500.

The Mall is a vital economic driver in our community and it is important to support the requested enhancements for the benefit of the public. These improvements are needed to enhance the competitiveness of the mall.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

PETITION TO ADD REAL PROPERTY TO AND REMOVE REAL PROPERTY FROM THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

City of Joplin, Missouri

May 30, 2018

EXHIBITS

EXHIBIT A PETITION TO ESTABLISH THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

EXHIBIT B ORDINANCE NUMBER 2014-090 ESTABLISHING THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

EXHIBIT C PRIOR DISTRICT LEGAL DESCRIPTION

EXHIBIT D PARCELS TO BE REMOVED BY THE PETITION

EXHIBIT E PARCELS TO BE ADDED BY THE PETITION

EXHIBIT F LEGAL DESCRIPTION OF DISTRICT UPON APPROVAL OF PETITION

EXHIBIT G DISTRICT BOUNDARY MAP

PETITION ADD REAL PROPERTY TO AND REMOVE REAL PROPERTY FROM THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

This petition ("Petition") to remove certain real property and add certain real property to the Northpark Lane Community Improvement District (the "District") located in the City of Joplin, Missouri (the "City") is submitted to the City in accordance with the Community Improvement District Act as set forth in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "Act").

At set forth herein, the entity signing this Petition in accordance with the Act (the "Petitioner") requests that the governing body of the City (the "City Council") hold a public hearing and approve and adopt the Petition as described herein and in accordance with the Act.

1. DESCRIPTION OF THE DISTRICT

A. Creation and Establishment of the District

The District was created and established, pursuant to the terms set forth in the Petition to Establish the Northpark Lane Community Improvement District (the "Original Petition") and in accordance with the Missouri Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "Act"), by the City Council's approval and adoption of Ordinance Number 2014-090 (the "Ordinance"), on or about June 16, 2014. The District has, thereafter, continued in lawful existence and operation, without interruption, and the Original Petition has not been previously amended or modified. A copy of Ordinance Number 2014-090 is attached hereto as Exhibit B and incorporated herein by this reference.

B. Name of District

The name of the District is the Northpark Lane Community Improvement District and shall remain unchanged upon amendment by this Petition.

C. Legal Description

The District, as approved by the Ordinance, includes all of the real property set forth in the legal description in Exhibit C of the Petition (the "Existing Land") and, upon adoption of this Petition, will be amended to reflect the removal of certain real property from the District (the "Removed Land") as legally described in Exhibit D and the addition of certain property to the District as legally described in Exhibit E of the Petition (the "Added Property"). "District Land" as used in this Petition and as legally described in Exhibit F, shall mean, collectively, the Existing Land and the Added Property less and except the Removed Land.

D. Boundary Map

A map portraying the amended boundaries of the District is attached as Exhibit G to this Petition.

2. PETITIONER

Based on the tax records of Jasper County, Missouri as of the date of the filing of this Petition, Petitioner:

A. Collectively owns more than fifty percent (50%) by assessed value of the property to be added to the District by this Petition; and

B. Collectively represents more than fifty (50%) per capita of all owners of the property to be added to the District by this Petition.

3. FIVE YEAR PLAN

A. Purpose of the District

The purposes of the District as set forth in the Petition shall remain unchanged upon adoption of this Amended Petition.

B. Services and Improvements

The services and improvements as set forth in the Original Petition shall remain unchanged upon adoption of this Petition.

C. Budget

The budget of the District as set forth in the Original Petition shall remain unchanged upon adoption of this Petition.

D. Powers

The powers of the District as set forth in the Original Petition shall remain unchanged upon adoption of this Petition.

4. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall remain a political subdivision of the State of Missouri and shall not operate as a not-for-profit corporation. The District shall continue to have all of the powers granted to and or exercisable by a Community Improvement District according to the Act except to the extent its powers are expressly limited by the Original Petition or this Petition.

B. Board of Directors:

1. Number

The number of members on the District's Board of Directors as set forth in the Original Petition shall remain unchanged upon adoption of this Petition.

2. Qualifications

The qualification requirements in the Original Petition for the District's five (5) member Board of Directors as set forth in the Original Petition shall remain unchanged upon adoption of this Petition.

3. Terms

The process for the election and/or appointment of members of the Board of Directors shall be as set forth in the Original Petition.

4. Successor Directors

The terms of office of members of the Board of Directors shall remain unchanged upon adoption of this Petition.

5. Ex Officio City Representative

The ex officio city representative as set forth in the Original Petition shall remain unchanged upon adoption of this Petition.

5. REAL PROPERTY TAX

The District, following adoption of this Petition, shall have no power to submit a real property tax to the qualified voters for approval; as such, the maximum rate of real property taxes imposed by the District on District Property is zero consistent with the Original Petition.

6. SPECIAL ASSESSMENT

The District, following adoption of this Petition, shall have no power to impose a special assessment; as such, the maximum rate of special assessment imposed by the District on District Property is zero consistent with the Original Petition.

7. SALES TAX

The District, pursuant to its Resolution No. 2016-02, approved by mail-in ballot of the eligible voters of the District, imposed a sales tax in the amount of 1% that shall remain unchanged upon adoption of this Petition.

8. ASSESSED VALUE

As of the date of this Petition, the total assessed value of all of the real property to be added to the District pursuant to this Petition is $771,230.00 according to the records of the Jasper County Assessor's Office. The total assessed value of all of the real property to be included in the District, including the Added Property, upon adoption of this Petition is $9,799,310.

Address	Parcel I.D.	Assessed Value 2017
201 N. Northpark Ln	20300600000004001	1,207,640
Northpark Lane	20300600000004902	19,040
Northpark Lane	20300600000004903	27,200
S. Range Line Road	20300600000010000	5,908,220
137 N. Range Line Road	20300600000010002	218,720
101 N. Range Line Road	20300600000010003	96,420
JOP	20300600000010004*	1,040,550
JOP	20300600000010005*	510,290
JOP	20300600000001202	771,230
	Total	$9,799,310

*Note that a portion of each of these parcels is being removed from the District while a portion of each of these parcels will remain within the District. See Exhibit F and Exhibit G for further detail.

9. LIFE OF DISTRICT

The maximum length of time for the existence of the District shall be until the earlier of: (a) twenty (20) years following the effective date of the District Sales Tax (September 30, 2036); or (b) upon redemption or maturity of all District Obligations issued by the District to fund the District Project. The proposed length of time for the existence of the District as set forth above and in the Original Petition shall remain unchanged upon adoption of this Petition.

10. BORROWING CAPACITY AND REVENUE GENERATION

The District shall have all powers and authority as set forth in the Original Petition.

11. FISCAL YEAR OF THE DISTRICT, REPORTING, ANNUAL BUDGET

The fiscal year, budget, annual meeting and reporting requirements of the District as set forth in the Original Petition shall remain unchanged upon adoption of this Petition.

12. REQUEST TO AMEND ESTABLISHED DISTRICT

By execution and submission of this Petition, Petitioner requests that the City Council hold a public hearing in accordance with Section 67.1421 of the Act and adopt an ordinance to establish the District as set out in this Petition and in accordance with the Act and this Petition.

By execution and submission of this Petition, Petitioner requests that the City Council amend the boundaries of the District as set out in this Petition.

The signature pages, attached hereto, are incorporated by reference as though fully set forth herein.

13. NOTICE TO PETITIONERS

The signature of the undersigned may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk of the City of Joplin.

14. BLIGHT DETERMINATION

This Petition does not include a request for a determination of blight for any real property within the District.

14. SEVERABILITY

If any provision of the Original Petition or this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of the Original Petition or this Petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition or the Original Petition invalid, inoperative or unenforceable to any extent whatsoever.

15. FINANCIAL INFORMATION

On or prior to the fifteenth (15) day of each month, the District shall use reasonable efforts to provide to the Finance Director of the City of Joplin: (1) a copy of the bank statement received from Arvest Bank for the account of the District for the previous month and (2) a copy of the statements received from the Missouri Department of Revenue detailing the amount of Local Option Sales and Use Taxes received by the District for the previous month. Notwithstanding the foregoing, in no event shall the District's failure to provide such statements be considered a default under any agreement between the District and the City. The District shall sign an Irrevocable Authorization and Consent to the Release of this financial and bank account information to the City of Joplin, on appropriate forms approved by the District's bank and the Missouri Department of Revenue, including but not limited to Form 4379. In the event that the above information is not timely provided to the City, the City shall have the right to

request the information from the District's bank and the Missouri Department of Revenue. Further, the District agrees to pay the City of Joplin a $2,500 annual administrative fee.

16. CONSENT OF THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT TO ADD PROPERTY TO AND REMOVE REAL PROPERTY FROM THE BOUNDARIES OF THE DISTRICT AS SET FORTH IN THIS PETITION

By signing below, the Chairman of the Board of Directors of the Northpark Lane Community Improvement District consents to the removal and addition of certain properties to the District pursuant to this Petition.

THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT
By and through its Chairman of the Board of Directors:

_____
Joan Ghani, Chairman

Together with the signator who has executed the attached signature page.

Signature Page for Petition to Remove and Add Real Property to the Northpark Lane Community Improvement District

The undersigned requests that the City Council of the City of Joplin, Missouri, add real property to the Northpark Lane Community Improvement District according to the preceding.

Name of Owner:	Northpark Mall/Joplin, LLC
Owner's Telephone Number:	423-855-0001
Owner's Mailing Address:	2030 Hamilton Place Boulevard Chattanooga, TN 37421-6000
Name of Signer:	Jeffery Curry
Basis of Legal Authority to Sign:	Chief Legal Officer of CBL Holdings I, Inc., the sole general partner of CBL & Associates Limited Partnership, the sole member and chief manager of the Owner
Signer's Telephone Number:	(423) 490-8642
Signer's Mailing Address:	2030 Hamilton Place Boulevard Chattanooga, TN 37421-6000

Entity Type: Delaware limited liability company

The map, parcel number and assessed value of the tract of real property to be added to the District owned: The Added Property will contain the following parcel:

Address	Parcel I.D.	Assessed Value (2017)	Map	Legal Description
JOP MALL 101 Range Line Rd, Bldg D, Joplin, MO 64801	20300600000001202	$771,230	See attached Exhibit G	See attached Exhibit E

The map, parcel number and assessed value of the tract of real property to be removed from the District owned: The Removed Land will contain a portion of the following parcels:

Address	Parcel I.D.	Assessed Value (2017)	Map	Legal Description
JOP MALL 101 Range Line Rd, Bldg D, Joplin, MO 64801	20300600000010005	$510,290	See attached Exhibit G	See attached Exhibit D
JOP MALL 101 Range Line Rd, Bldg D, Joplin, MO 64801	20300600000010004	$1,040,550	See attached Exhibit G	See attached Exhibit D

Signature Page for Petition to Remove and Add Certain Real Property to the Northpark Lane Community Improvement District

By executing this Petition, the undersigned represents and warrants that he has received a copy of this Petition and its exhibits, has read this Petition and its exhibits, is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his signature may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

NORTHPARK MALL/JOPLIN, LLC,
a Delaware limited liability company

By: CBL & Associates Limited Partnership,
its sole member and chief manager

By: CBL Holdings I, Inc., its sole general partner

By: _____
Name: Jeffery Curry
Title: Chief Legal Officer

Date: _____ ___, 2018

STATE OF TENNESSEE)
) **SS.**
COUNTY OF HAMILTON)

On this ____ day of _____, 2018, before me personally appeared Jeffery Curry, the Chief Legal Officer of CBL Holdings I, Inc., the sole general partner of CBL & Associates Limited Partnership, the sole member and chief manager of Northpark Mall/Joplin, LLC**,** to me personally known to be the individual described in and who executed the foregoing instrument by authority of the members of Northpark Mall/Joplin, LLC**,** and acknowledged that she executed the same as the free act and deed of said Northpark Mall/Joplin, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires:
_____

Signature Page for Petition to Remove and Add Certain Real Property to the Northpark Lane Community Improvement District

By executing this Petition, the undersigned represents and warrants that he has received a copy of this Petition and its exhibits, has read this Petition and its exhibits, is authorized to execute this Petition on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Clerk. The undersigned also acknowledges that his signature may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

CBL AND ASSOCIATES MANAGEMENT, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Date: _____ ___, 2018

STATE OF TENNESSEE)
) **SS.**
COUNTY OF HAMILTON)

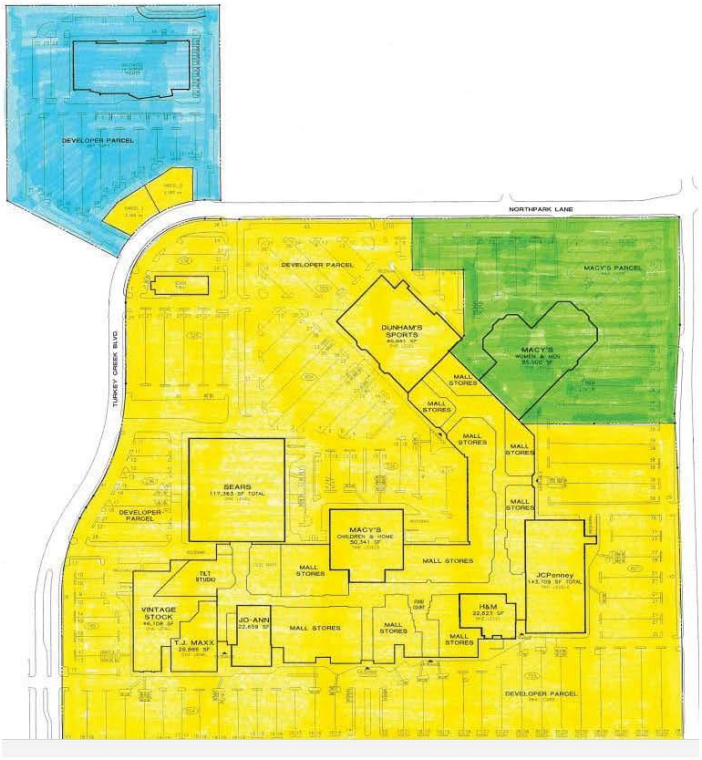
On this ____ day of _____, 2018, before me personally appeared _____, the _____ of CBL and Associates Management, Inc., to me personally known to be the individual described in and who executed the foregoing instrument by authority of the board of directors of said CBL and Associates Management, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires:
_____

MAP OF PROPERTY OWNERS



Owned by CBL & Associates Management, Inc.

Owned by others

Owned by Northpark Mall/Joplin, LLC.

EXHIBIT A

2014 PETITION TO ESTABLISH THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

EXHIBIT B

ORDINANCE NUMBER 2014-090 ESTABLISHING THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

EXHIBIT C

PRIOR DISTRICT LEGAL DESCRIPTION

THE NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

THE SAME TRACT AS DESCRIBED IN THE NEWTON COUNTY ABSTRACT & TITLE CO. TITLE COMMITMENT NUMBER 16978 WITH AN EFFECTIVE DATE OF AUGUST 25, 2003.

TRACT 1 (FEE PARCEL)
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 32 WEST; THENCE SOUTH 89°35'00" WEST, 35.00 FEET; THENCE SOUTH 00°25'00" EAST, 1235.97 FEET TO THE NORTHERLY RIGHT-OF-WAY OF THIRD STREET, FOR A POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 88°58'56" WEST, 142.99 FEET; THENCE SOUTH 88°43'42" WEST, 614.00 FEET; THENCE SOUTH 89°39'42" WEST, 500.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF US ROUTE 71 (RANGELINE ROAD); THENCE ALONG SAID RIGHT-OF-WAY, NORTH 00°05'18" WEST, 541.61 FEET; THENCE LEAVING THE RIGHT-OF-WAY, SOUTH 89°43'43" EAST, 220.00 FEET; THENCE NORTH 00°05'18" WEST, 435.80 FEET; THENCE NORTH 89°43'43" WEST, 200.00 FEET TO THE AFOREMENTIONED RIGHT-OF-WAY; THENCE NORTH 00°05'18" WEST, 277.18 FEET; THENCE NORTH 06°06'19" EAST, 182.39 FEET; THENCE NORTH 00°05'18" WEST, 563.59 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF TURKEY CREEK BLVD.; THENCE NORTH 89°37'20" EAST, 654.91 FEET; THENCE 261.91 FEET ALONG A 565.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS SOUTH 77°09'34" EAST, 259.57 FEET; THENCE 40.49 FEET ALONG A 257.28 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS SOUTH 60°10'55" EAST, 40.45 FEET; THENCE SOUTH 57°13'46" EAST, 44.06 FEET; THENCE 380.49 FEET ALONG A 662.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 73°55'23" EAST, 375.11 FEET; THENCE NORTH 89°57'31" EAST, 262.06 FEET; THENCE 409.12 FEET ALONG A 270.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS SOUTH 46°37'58" EAST, 371.09 FEET TO THE WEST RIGHT-OF-WAY OF NORTHPARK LANE; THENCE SOUTH 00°55'55" WEST, 51.85 FEET; THENCE SOUTH 00°27'17" WEST, 60.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 89°31'52" WEST, 660.58 FEET; THENCE SOUTH 00°11'34" EAST, 166.37 FEET; THENCE SOUTH 00°26'00" EAST, 272.78 FEET; THENCE SOUTH 45°25'05" EAST, 332.19 FEET; THENCE SOUTH 44°37'24" WEST, 331.97 FEET; THENCE SOUTH 00°25'00" EAST, 493.46 FEET TO THE POINT OF BEGINNING. CONTAINING 59.82 ACRES MORE OR LESS. BEARINGS BASE ON RECORD BEARING ALONG THE SECOND COURSE FROM THE POINT OF COMMENCEMENT. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING INC. DRAWING NUMBER JOP 100-814.

And also including the following described property:

THE SAME TRACT AS DESCRIBED IN THE NEWTON COUNTY ABSTRACT & TITLE CO. TITLE COMMITMENT NUMBER 16978 WITH AN EFFECTIVE DATE OF AUGUST 5, 2003.

ALL OF LOTS 1, 2 AND 3 IN NORTHPARK HOLLYWOOD SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FORMERLY DESCRIBED AS:

COMMENCING AT THE CENTER OF SAID SECTION 6; THENCE NORTH 01°40'28" EAST, 226.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°22'40" WEST, 625.40 FEET; THENCE NORTH 03°00'28" EAST, 52.41 FEET; THENCE 353.39 FEET ALONG A 329.98 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 31°25'27" WEST, 336.74 FEET; THENCE NORTH 28°56'32" EAST, 400.08 FEET; THENCE SOUTH 88°22'39" EAST, 624.77 FEET; THENCE SOUTH 01°40'28" WEST, 690.11 FEET TO THE POINT OF BEGINNING. CONTAINING 11.00 ACRES MORE OR LESS.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 6; THENCE ALONG THE EAST LINE OF NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 6, NORTH 01°40'28" EAST, 226.58 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER, NORTH 88°22'40" WEST, 625.40 FEET TO THE EAST RIGHT-OF-WAY LINE OF TURKEY CREEK BOULEVARD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 03°00'28" EAST, 52.41 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, 353.39 FEET ALONG A 329.98 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 31°25'27" WEST, 336.74 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 28°56'32" EAST, 400.08 FEET; THENCE SOUTH 88°22'39" EAST, 624.77 FEET TO THE EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 7; THENCE ALONG SAID EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER, SOUTH 01°40'28" WEST, 690.11 FEET TO THE POINT OF BEGINNING. CONTAINING 11.00 ACRES MORE OR LESS. ALL LYING IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. CONDITIONS AND MONUMENTS AS SHOWN ON ANDERSON ENGINEERING, INC. DRAWING NUMBER JOP 100-767.

EXHIBIT D
PARCELS TO BE REMOVED BY THE PETITION

A TRACT OF LAND LOCATED IN THE WEST ONE-HALF (W½) OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 32 WEST, JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 79.40 FEET NORTH AND 35.00 FEET WEST OF A STONE FOUND AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE¼) OF THE SOUTHWEST QUARTER (SW¼) OF SAID SECTION 6;
THENCE NORTH 00°25'00" WEST, 493.48 FEET, ALONG THE CENTERLINE OF VACATED NORTHPARK LANE TO A (P.I.);
THENCE NORTH 44°36'26" EAST, 332.00 FEET TO A (P.I.);
THENCE SOUTH 45°23'34" EAST, 71.00 FEET TO A (P.I.);
THENCE NORTH 89°36'26" EAST, 212.11 FEET TO A (P.I.);
THENCE NORTH 00°29'14" WEST, 165.00 FEET TO A (P.I.);
THENCE NORTH 89°36'26" EAST, 165.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF PROPOSED NORTHPARK LANE;
THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 00°29'14" EAST, 861.46 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF THIRD STREET;
THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 89°35'56" WEST, 344.997 FEET TO A (P.I.);
THENCE NORTH 86°28'47" WEST, 288.686 FEET TO A (P.I.);
THENCE SOUTH 87°16'24" WEST, 30.036 FEET TO THE POINT OF BEGINNING, CONTAINING 10.81 ACRES MORE OR LESS, (INCLUDING A PORTION OF VACATED NORTHPARK LANE).

BASIS OF BEARINGS ASSUMED NORTH AZIMUTH.
(RANGE LINE ASSUMED DUE NORTH/SOUTH).

EXHIBIT E
PARCELS TO BE ADDED BY THE PETITION

TRACT 1:

A TRACT OF LAND LOCATED IN THE WEST ONE-HALF (W1/2) OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 32 WEST, JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN AXLE FOUND (IRON PIN RECORD) AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, THENCE SOUTH 89°35'00" WEST 35.00 FEET, THENCE NORTH 00°11'00" WEST 166.59 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE TRACT, SAID POINT BEING ALSO THE POINT OF BEGINNING, THENCE NORTH 89°33'12" EAST 660.58 FEET TO THE NORTHEAST CORNER OF THE TRACT, THENCE SOUTH 00°29'14" EAST 560.15 FEET TO A POINT, THENCE SOUTH 89°36'26" WEST 165.00 FEET, THENCE SOUTH 00°29'14" EAST 165.00 FEET, THENCE SOUTH 89°36'26" WEST, 212.11 FEET, THENCE NORTH 45°23'34" WEST, 403.27 FEET TO THE CENTERLINE OF VACATED NORTH PARK LANE, THENCE ALONG SAID CENTERLINE, NORTH 00°25'00" WEST 272.77 FEET, THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 00°11'00" WEST 166.59 FEET TO THE POINT OF BEGINNING.

TRACT 2:
NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND ACCESS TO AN FROM PUBLIC RIGHTS-OF-WAY, FOR PARKING FOR THE CIRCULATION OF VEHICLES, FOR ACCESS TO CERTAIN UTILITY FACILITIES TO AND AS DELINEATED AND DEFINE BY CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED DECEMBER 18, 1985 IN BOOK 1303 AT PAGE 101, AS ASSIGNED TO METROPOLITAN LIFE INSURANCE COMPANY IN RECIPROCAL EASEMENT AGREEMENT, ASSIGNMENT AND ASSUMPTION AGREEMENT FILED MAY 22, 1990 AT 2:35 P.M. IN BOOK 1375 AT PAGE 356, AND AMENDMENT NO. 1 FILED NOVEMBER 12, 1996 AT 11:39 A.M. IN BOOK 1516 AT PAGE 2321, AS MODIFIED BY AFFIDAVIT FILED JANUARY 28, 2997 AT 2:41 P.M. IN BOOK 1522 AT PAGE 313 AND AS CORRECTED BY INSTRUMENT FILED JUNE 24, 1997 AT 8:01 A.M. IN BOOK 1533 AT PAGE 1585, AND METROPOLITAN AGREEMENT RELATING TO AMENDMENT NO. 1, FILED JUNE 24, 1997 AT 8:03 A.M. IN BOOK 1533 AT PAGE 1612, ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENT FILED JULY 10, 1998 AT 12:57 P.M. IN BOOK 1568 AT PAGE 952, ASSIGNMENT FILED OCTOBER 20, 1998 AT 4:01 P.M. IN BOOK 1578 AT PAGE 1344, ASSIGNMENT FILED DECEMBER 31, 1998 AT 1:23 P.M. IN BOOK 1586 AT PAGE 211, AND ASSIGNMENT FILED DECEMBER 4, 2004 AT 3:34:15 P.M. IN BOOK 1897 AT PAGE 530.

EXHIBIT F
LEGAL DESCRIPTION OF DISTRICT UPON APPROVAL OF PETITION

THE SAME TRACT AS DESCRIBED IN THE NEWTON COUNTY ABSTRACT & TITLE CO. TITLE COMMITMENT NUMBER 16978 WITH AN EFFECTIVE DATE OF AUGUST 25, 2003.

TRACT 1 (FEE PARCEL)
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 32 WEST; THENCE SOUTH 89°35'00" WEST, 35.00 FEET; THENCE SOUTH 00°25'00" EAST, 1235.97 FEET TO THE NORTHERLY RIGHT-OF-WAY OF THIRD STREET, FOR A POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 86°58'56" WEST, 142.99 FEET; THENCE SOUTH 88°43'42" WEST, 614.00 FEET; THENCE SOUTH 89°39'42" WEST, 500.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF US ROUTE 71 (RANGELINE ROAD); THENCE ALONG SAID RIGHT-OF-WAY, NORTH 00°05'18" WEST, 541.61 FEET; THENCE LEAVING THE RIGHT-OF-WAY, SOUTH 89°43'43" EAST, 220.00 FEET; THENCE NORTH 00°05'18" WEST, 435.60 FEET; THENCE NORTH 89°43'43" WEST, 200.00 FEET TO THE AFOREMENTIONED RIGHT-OF-WAY; THENCE NORTH 00°05'18" WEST, 277.18 FEET; THENCE NORTH 06°06'19" EAST, 182.39 FEET; THENCE NORTH 00°06'18" WEST, 563.59 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF TURKEY CREEK BLVD.; THENCE NORTH 89°37'20" EAST, 654.91 FEET; THENCE 261.91 FEET ALONG A 565.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS SOUTH 77°09'34" EAST, 259.57 FEET; THENCE 40.49 FEET ALONG A 257.28 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS SOUTH 60°10'55" EAST, 40.45 FEET; THENCE SOUTH 57°13'46" EAST, 44.06 FEET; THENCE 380.49 FEET ALONG A 652.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 73°55'23" EAST, 375.11 FEET; THENCE NORTH 89°57'31" EAST, 262.08 FEET; THENCE 409.12 FEET ALONG A 270.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS SOUTH 46°37'58" EAST, 371.09 FEET TO THE WEST RIGHT-OF-WAY OF NORTHPARK LANE; THENCE SOUTH 00°55'55" WEST, 51.85 FEET; THENCE SOUTH 00°27'17" WEST, 60.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 89°31'52" WEST, 660.58 FEET; THENCE SOUTH 00°11'34" EAST, 166.37 FEET; THENCE SOUTH 00°25'00" EAST, 272.78 FEET; THENCE SOUTH 45°25'05" EAST, 332.19 FEET; THENCE SOUTH 44°37'24" WEST, 331.97 FEET; THENCE SOUTH 00°25'00" EAST, 493.46 FEET TO THE POINT OF BEGINNING. CONTAINING 59.82 ACRES MORE OR LESS. BEARINGS BASE ON RECORD BEARING ALONG THE SECOND COURSE FROM THE POINT OF COMMENCEMENT. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING INC. DRAWING NUMBER JOP 100-814.

And also including the following described property:

THE SAME TRACT AS DESCRIBED IN THE NEWTON COUNTY ABSTRACT & TITLE CO. TITLE COMMITMENT NUMBER 16978 WITH AN EFFECTIVE DATE OF AUGUST 5, 2003.

ALL OF LOTS 1, 2 AND 3 IN NORTHPARK HOLLYWOOD SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FORMERLY DESCRIBED AS:

COMMENCING AT THE CENTER OF SAID SECTION 6; THENCE NORTH 01°40'28" EAST, 226.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°22'40" WEST, 625.40 FEET; THENCE NORTH 03°00'28" EAST, 52.41 FEET; THENCE 353.39 FEET ALONG A 329.98 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 31°25'27" WEST, 336.74 FEET; THENCE NORTH 28°56'32" EAST, 400.08 FEET; THENCE SOUTH 88°22'39" EAST, 624.77 FEET; THENCE SOUTH 01°40'28" WEST, 690.11 FEET TO THE POINT OF BEGINNING. CONTAINING 11.00 ACRES MORE OR LESS.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 6; THENCE ALONG THE EAST LINE OF NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 6, NORTH 01°40'28" EAST, 226.58 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER, NORTH 88°22'40" WEST, 625.40 FEET TO THE EAST RIGHT-OF-WAY LINE OF TURKEY CREEK BOULEVARD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 03°00'28" EAST, 52.41 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, 353.39 FEET ALONG A 329.98 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 31°25'27" WEST, 336.74 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 28°56'32" EAST, 400.08 FEET; THENCE SOUTH 88°22'39" EAST, 624.77 FEET TO THE EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 7; THENCE ALONG SAID EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER, SOUTH 01°40'28" WEST, 690.11 FEET TO THE POINT OF BEGINNING. CONTAINING 11.00 ACRES MORE OR LESS. ALL LYING IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. CONDITIONS AND MONUMENTS AS SHOWN ON ANDERSON ENGINEERING, INC. DRAWING NUMBER JOP 100-767.

And also including the following described property:

TRACT 1:

A TRACT OF LAND LOCATED IN THE WEST ONE-HALF (W1/2) OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 32 WEST, JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN AXLE FOUND (IRON PIN RECORD) AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, THENCE SOUTH 89°35'00" WEST 35.00 FEET, THENCE NORTH 00°11'00" WEST 166.59 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE TRACT, SAID POINT BEING ALSO THE POINT OF BEGINNING, THENCE NORTH 89°33'12" EAST 660.58 FEET TO THE NORTHEAST CORNER OF THE TRACT, THENCE SOUTH 00°29'14" EAST 560.15 FEET TO A POINT, THENCE SOUTH 89°36'26" WEST 165.00 FEET, THENCE SOUTH 00°29'14" EAST 165.00 FEET, THENCE SOUTH 89°36'26" WEST, 212.11 FEET, THENCE NORTH 45°23'34" WEST, 403.27 FEET TO THE CENTERLINE OF VACATED NORTH PARK LANE, THENCE ALONG SAID CENTERLINE, NORTH 00°25'00" WEST 272.77 FEET, THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 00°11'00" WEST 166.59 FEET TO THE POINT OF BEGINNING.

TRACT 2:
NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND ACCESS TO AN FROM PUBLIC RIGHTS-OF-WAY, FOR PARKING FOR THE CIRCULATION OF VEHICLES, FOR ACCESS TO CERTAIN UTILITY FACILITIES TO AND AS DELINEATED AND DEFINE BY CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED DECEMBER 18, 1985 IN BOOK 1303 AT PAGE 101, AS ASSIGNED TO METROPOLITAN LIFE INSURANCE COMPANY IN RECIPROCAL EASEMENT AGREEMENT, ASSIGNMENT AND ASSUMPTION AGREEMENT FILED MAY 22, 1990 AT 2:35 P.M. IN BOOK 1375 AT PAGE 356, AND AMENDMENT NO. 1 FILED NOVEMBER 12, 1996 AT 11:39 A.M. IN BOOK 1516 AT PAGE 2321, AS MODIFIED BY AFFIDAVIT FILED JANUARY 28, 2997 AT 2:41 P.M. IN BOOK 1522 AT PAGE 313 AND AS CORRECTED BY INSTRUMENT FILED JUNE 24, 1997 AT 8:01 A.M. IN BOOK 1533 AT PAGE 1585, AND METROPOLITAN AGREEMENT RELATING TO AMENDMENT NO. 1, FILED JUNE 24, 1997 AT 8:03 A.M. IN BOOK 1533 AT PAGE 1612, ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENT FILED JULY 10, 1998 AT 12:57 P.M. IN BOOK 1568 AT PAGE 952, ASSIGNMENT FILED OCTOBER 20, 1998 AT 4:01 P.M. IN BOOK 1578 AT PAGE 1344, ASSIGNMENT FILED DECEMBER 31, 1998 AT 1:23 P.M. IN BOOK 1586 AT PAGE 211, AND ASSIGNMENT FILED DECEMBER 4, 2004 AT 3:34:15 P.M. IN BOOK 1897 AT PAGE 530.

Less and except the following described property:

A TRACT OF LAND LOCATED IN THE WEST ONE-HALF (W½) OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 32 WEST, JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 79.40 FEET NORTH AND 35.00 FEET WEST OF A STONE FOUND AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE¼) OF THE SOUTHWEST QUARTER (SW¼) OF SAID SECTION 6;

THENCE NORTH 00°25'00" WEST, 493.48 FEET, ALONG THE CENTERLINE OF VACATED NORTHPARK LANE TO A (P.I.);

THENCE NORTH 44°36'26" EAST, 332.00 FEET TO A (P.I.);

THENCE SOUTH 45°23'34" EAST, 71.00 FEET TO A (P.I.);

THENCE NORTH 89°36'26" EAST, 212.11 FEET TO A (P.I.);

THENCE NORTH 00°29'14" WEST, 165.00 FEET TO A (P.I.);

THENCE NORTH 89°36'26" EAST, 165.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF PROPOSED NORTHPARK LANE;

THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 00°29'14" EAST, 861.46 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF THIRD STREET;

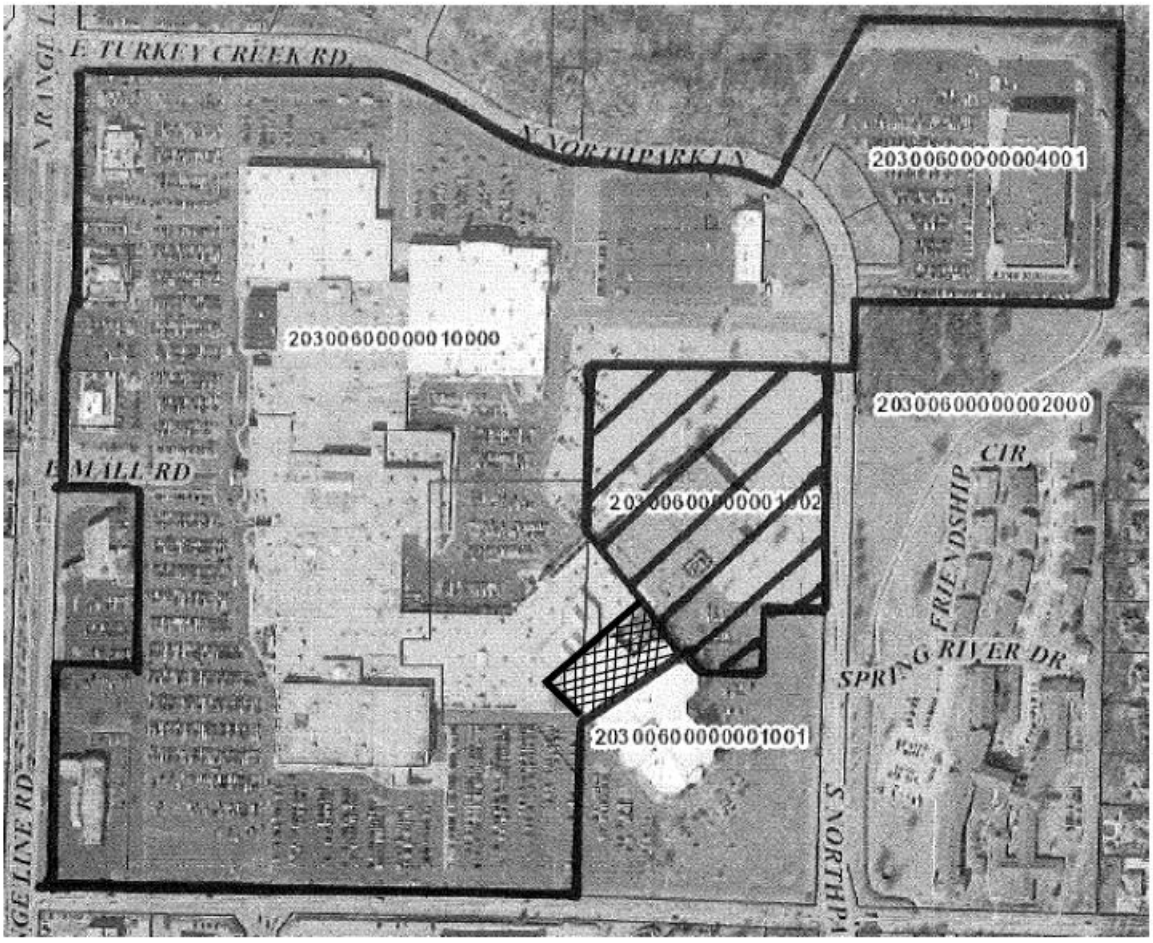
THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 89°35'56" WEST, 344.997 FEET TO A (P.I.);

THENCE NORTH 86°28'47" WEST, 288.686 FEET TO A (P.I.);

THENCE SOUTH 87°16'24" WEST, 30.036 FEET TO THE POINT OF BEGINNING, CONTAINING 10.81 ACRES MORE OR LESS, (INCLUDING A PORTION OF VACATED NORTHPARK LANE).

BASIS OF BEARINGS ASSUMED NORTH AZIMUTH.
(RANGE LINE ASSUMED DUE NORTH/SOUTH).

EXHIBIT G



Existing Northpark Lane Community Improvement District, approved by Ordinance Number 2014-090

Property to be added to the District pursuant to the Amended Petition

Property to be removed to the District pursuant to the Amended Petition

COUNCIL BILL NO. 2018-510 **ORDINANCE NO.**

AN ORDINANCE approving a Petition to add real property to and remove real property from the Northpark Lane Community Improvement District.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, 2000, as amended (the "CID Act"), authorize the governing body of any city, upon presentation of a proper petition requesting the addition of real property to and removal of real property from a Community Improvement District, to adopt an ordinance approving the addition of real property to and removal of real property from a Community Improvement District; and

WHEREAS, the City of Joplin, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the Northpark Lane Community Improvement District (the "District") was established pursuant to Joplin City Ordinance No. 2014-90 on or about June 16, 2014 ("2014 Ordinance"), a copy of which is included as Exhibit B to the 2018 Petition, as hereinafter defined; and

WHEREAS, on May 30, 2018, property owners within the District, collectively owning one hundred percent (100%) by assessed value of the real property and one hundred percent (100%) per capita of all owners of real property within the District filed with the City Clerk a petition for the addition of real property to and removal of real property from the District pursuant to the CID Act (the "2018 Petition"), said 2018 Petition recites the following facts:

(a) That the Petitioners are requesting the City Council to amend the boundaries of the District;

(b) The amended legal description of the District, including a map illustrating the updated district boundaries;

(c) A five-year plan stating that the District's Five-Year Plan included in the May 2014 petition (the "2014 Petition"), a copy of which is included as Exhibit A to the 2018 Petition, to establish the District, remain unchanged by the 2018 Petition;

(d) A notice that the signatures of the signers may not be withdrawn later than seven (7) days after the 2018 Petition is filed with the City Clerk;

(e) A statement that the District will remain a political subdivision governed by a five (5) member board appointed by the Mayor with the consent of the City Council;

(f) The total assessed value of all real property within the District;

(g) That the Petitioners are not seeking a determination that the District, or any legally described portion thereof, is a blighted area;

(h) The length of time for the existence of the District remains unchanged from the 2014 Ordinance and 2014 Petition;

(i) The method of financing for the District projects and services by implementation of a District Sales Tax on all retail sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo, at a rate not to exceed one percent (1%), upon an affirmative vote of the qualified voters of the District and in accordance with the CID Act remains unchanged from the 2014 Ordinance and 2014 Petition;

(j) That the District, pursuant to its Resolution No. 2016-02, will continue to impose a sales tax in the amount of 1%, which amount shall remain unchanged upon adoption of this Ordinance;

(k) That the District will continue to have no power to submit a real property tax to the qualified voters for approval;

(l) That the District will continue to have no power to submit a special assessment to the qualified voters for approval;

(m) That the District will submit certain financial information of the District to the City as provided in the 2018 Petition;

(n) That the District will make an annual payment of a $2,500 as an administrative payment to the City;

(o) The consent of the District to add property to and remove real property from the boundaries of the District;

(p) The limitations, if any, on the borrowing capacity of the District, the limitations, if any, on the revenue generated by the District, and any other limitations on the powers of the District remain unchanged from the 2014 Petition; and

WHEREAS, the City Clerk verified that the 2018 Petition substantially complies with the CID Act, submitted the verified 2018 Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven (7) days after the Petition was filed with the City Clerk; and

WHEREAS, all the real property included in the District is entirely located within the City of Joplin; and

WHEREAS, on June 18, 2018, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, the City Council having considered the evidence and testimony given at the public hearing, desires to approve the 2018 Petition and amend the boundaries of the District to reflect the additions of real property to and removal of real property from the District and make such other findings as necessary.

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

Section 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the 2018 Petition.

Section 2. The City Clerk has verified the 2018 Petition substantially complies with all submission requirements of the CID Act.

Section 3. The amendment to the boundaries of the District to reflect the addition of real property to and removal of real property from the District is hereby approved, as provided in the 2018 Petition, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The District includes the contiguous tracts of real estate as described and shown in the attached 2018 Petition.

Section 4. As set forth in the 2014 Petition, the District shall continue to be governed by a board of directors consisting of five (5) members, appointed by the Mayor with the consent of the City Council in accordance with Section 67.1451.5 of the CID Act.

Section 5. The District's Board of Directors shall have the authority to impose a sales tax as set forth in the 2014 Petition and in conformance with the CID Act.

Section 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the 2014 Petition.

Section 7. Pursuant to the 2014 Ordinance, the maximum length of time for the existence of the District shall continue to be be until the earlier of: (a) twenty (20) years following the effective date of the District Sales Tax; or (b) upon redemption or maturity of all District Obligations issued by the District to fund the District Project and the District Services.

Section 8. The City Manager, City Clerk and any other appropriate City officials are hereby authorized to take any action as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

Section 9. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section

and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 10. This Ordinance shall become effective immediately upon approval by the City Council and execution of the Ordinance by the Mayor.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney