COUNCIL AGENDA
Monday, July 16, 2018
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Drew Kimble, Erik Bartlett, And Harold McCoy, Committee Members Of The Use Tax Citizens Task Force, Would Like To Give An Update On The Use Tax Issue For The Aug. 7 Election.

6. **Citizen Requests And Petitions**

   1. Billy Wade, 806 Riverside Drive, Neosho, MO Would Like To Address The City Council Regarding Firefighters And Police Officers.

   2. Tom Robertson, 1744 Morgan Heights, Carthage, MO, Would Like To Address The City Council Regarding Pension.

      Documents:

      NORMAL COST 1.PDF

   3. Steve Urie, 1846 Connecticut Ave. Would Like To Address The City Council Regarding Council Action On Public Safety Issue.

   4. Mari Susan Cameron, 2634 S. Byers Ave, Would Like To Address The City Council Regarding Priority Over Curbs And Walking Trail.

   5. Margey Upson, 1218 W. 9th, Would Like To Address The City Council Regarding Public Safety Wages.

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The July 2, 2018 Informal Council Meeting

      Documents:

      INFORMAL NOTES -JULY 2.PDF

   2. Minutes Of The July 2, 2018 City Council Meeting

      Documents:

      MINUTES - JULY 2, 2018.PDF

   3. COUNCIL BILL NO. 2018-024
      AN ORDINANCE approving a request to amend the Cooperative Agreement

related to the Northpark Lane Community Improvement District.

Documents:

CB2018-024.PDF

4. COUNCIL BILL NO. 2018-260

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from Heavy Industrial District (M2) and including in Commercial District (C3) property as described below and located at 3534 E. 20th Street, City of Joplin, Jasper County, Missouri.

Documents:

CB2018-260.PDF

5. COUNCIL BILL NO. 2018-261
AN ORDINANCE providing for the vacation for 801-foot portion of County Lane 191 located north of the intersection of County Lane 191 and 31st Street, in the City of Joplin, Jasper County, Missouri.

Documents:

CB2018-261.PDF

6. COUNCIL BILL NO. 2018-262
AN ORDINANCE providing for the vacation of the alley running north/south located west of Jackson Avenue between Junge Boulevard and 15th Street and a request to vacate a portion of 14th Street bounded by a north/south alley on the west and Jackson Avenue on the East for the consolidation of property in the City of Joplin, Jasper County, Missouri.

Documents:

CB2018-262.PDF

7. COUNCIL BILL NO. 2018-263
AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located immediately north of the intersection of Wildwood Ranch Parkway and John Duffy Drive, Jasper County, Missouri.

Documents:

CB2018-263.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2018-128
AN ORDINANCE authorizing the approval of the purchase by and between the City of Joplin and Oshkosh Airport Products, LLC for the purchase of a new Class 4 ARFF Truck at the Joplin Regional Airport; and containing an emergency clause.

Documents:

SUMMAY SHEET 2018-128.PDF
JLN 039 GO LETTER.PDF
BID TAB.PDF
ARFF TRUCK DATA SHEET.PDF
CB 2018-128 OSHKOSH PURCHASE AGREEMENT.PDF

2. COUNCIL BILL NO. 2018-129
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 design of the Reconstruction of Taxiway D at the Joplin Regional Airport; and containing an emergency clause

Documents:

SUMMAY SHEET CMT TAXIWAY D 2018-129.PDF
TAXIWAY D DESING GO LETTER.PDF
TAXIWAY D RECONSTRUCTION PROJECT MAP.PDF
AVIATION_PROJECT_CONSULTANT_AGREEMENT_TWY_D.PDF
CB 2018-129 CMT TAXIWAY D DESIGN AGREEMENT.PDF

3. COUNCIL BILL NO. 2018-130
AN ORDINANCE approving Amendment 2 to Work Authorization AND-DR2-PAP7-2 Additional Services with Anderson Engineering in the not to exceed amount of Eighty-Four Thousand Three Hundred Fifty and 00/100 Dollars ($84,350.00) for construction services for sidewalk, curb & gutter and street projects in the recovery area funded through CDBG-DR, and containing an emergency clause.

Documents:

SUMMARY 2018- 130 AND-DR2-PAP7-2-ADDITIONAL SERVICES.PDF
COUNCIL MAP 5004 AND 5006.PDF
WORK AUTH PROJECT 2, NON-LMI ADDITIONAL SERVICES AMENDMENT 2.PDF
RECOVERY AREA CB-2018-130.PDF

4. COUNCIL BILL NO. 2018-131
AN ORDINANCE approving the City of Joplin to enter into an agreement with Dalton-Killinger Construction in the amount of Six Hundred Seventy-Five Thousand Nine and 10/100 dollars ($675,009.10) for construction of the Storm Project # 11; 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:

COUNCILEXHIBIT-LANDSCAPE.PDF
STORM 11 - AGREEMENT.PDF
COUNCIL BILL ORDINANCE 2018-131-DALTON KILLINGER.PDF
SUMMARY 2018-131 STORM PROJECT 11 CONSTRUCTION AGREEMENT.PDF
BID TAB FORM-SUMMARY.PDF

5. COUNCIL BILL NO. 2018-132
AN ORDINANCE approving the City of Joplin to enter into an agreement with

A-Y-1 LLC., in the amount of Seven Hundred Twelve Thousand Three Hundred Eighty-Six and 45/100 dollars ($712,386.45) for construction of the 5004 Surface Improvement and the 5006 Surface Improvement Projects; 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:

SUMARRY 2018-132 50045006 CONSTRUCTION AGREEMENT.PDF
BID TAB FORM.PDF
COUNCIL MAP 5004 AND 5006.PDF
AGREEMENT - NEED SIG.PDF
COUNCIL BILL ORDINANCE 2018-132.PDF

6. COUNCIL BILL NO. 2018-359
AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of lot area located at 2206 Harlem. in the City of Joplin, Missouri, for Four Thousand Five Hundred Ninety and 00/100 Dollars ($4,590.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2018-359 SUMMARY.PDF
CB 2018-359 BID.PDF
CB 2018-359 PICTURES.PDF
CB 2018-359.PDF

7. COUNCIL BILL 2018-360
AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 2005 Connor Ave. in the City of Joplin, Missouri, for Four Thousand Four Hundred and 00/100 Dollars ($4,400.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2018-360 PICTURES.PDF
CB 2018-360 SUMMARY.PDF
CB 2018-360.PDF
CB 2018-360 BID.PDF

8. COUNCIL BILL 2018-361
AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 828 Empire Ave. in the City of Joplin, Missouri, for Four Thousand Two Hundred Twenty-Nine and 00/100 Dollars ($4,229.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2018-361 PICTURES.PDF
CB 2018-361 SUMMARY.PDF
CB 2018-361 BIDS.PDF
COUNCIL BILL-828 EMPIRE.PDF

9. COUNCIL BILL NO. 2018-510
AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2017-2018; 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 2018-510 SUMMARY ADOPTION OF 2 PERCENT STEP PLAN EFFECTIVE AUGUST 4 2018.PDF
CB 2018-510 ORDINANCE ADOPTING NEW STEP PAY PLAN EFFECTIVE AUGUST 4 2018.PDF
CB 2018-510 EXHIBIT A SALARY ADMINISTRATION PLAN FOR UNCLASSIFIED AND CLASSIFIED EFFECTIVE AUGUST 4 2018.PDF
CB 2018-510 EXHIBIT B SALARY ADMINISTRATION PLAN FOR PART-TIME SEASONALS EFFECTIVE AUGUST 4 2018.PDF
CB 2018-510 SCHEDULE C 2018 BUDGET AMENDMENT NEW PAY PLAN JULY 2018.PDF

10. COUNCIL BILL NO. 2018-511
AN ORDINANCE 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, to adjust appropriations and containing an emergency clause.

Documents:

CB 2018-511 SUMMARY FY 2018 BUDGET ADJUSTMENT.PDF
CB 2018-511 BUDGET AMENDMENT ORDINANCE FOR FY 2018.PDF
CB 2018-511 SCHEDULE A 2018 BUDGET AMENDMENT JULY 16 2018.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2018-264
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area that pertains to 2014, 2015, 2016 and 2017 HOME funds in the total amount not to exceed Two Hundred Five Thousand and no/100 ($205,000.00) authorizing the City Manager or his designee to execute same on behalf of the City.

Documents:

CB 2018-264CHDO SUMMARY.PDF
CB 2018-264 CHDO ORDINANCE.PDF
CHDO-CONTRACT2016.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Discussion On K-9 Grants By Council Member Mrs. Reid Adams.

2. News And Updates From Public Information Officer, Lynn Onstot

3. Vote To Go Into Closed Session, Which Shall Pertain To 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(3) RSMo, As Amended, 2017, More Specifically For The Purpose Of Evaluating Certain Council Employees. 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)

AT&T LTE 9:09 AM 35%
City of Joplin...2012-2016.pdf Share

Comparison of Valuation Results
Present and Alternate Assumptions/Methods
as of October 31, 2016

Contributions for	Present Assumptions	Proposed Demographic Assumptions	Proposed Demographic and Economic Assumptions
Normal Cost	21.71%	20.42%	22.10%
Less Portion Paid by Members	13.98%	13.98%	13.98%
Employer Normal Cost	7.73%	6.44%	8.12%
Amortization Payment of UAAL*	21.20%	21.13%	22.55%
Total Computed Contribution Rate	28.93%	27.57%	30.67%
Actuarial Accrued Liability	$ 61,224,035	$ 61,265,261	$ 62,934,737
Funded Ratio	63.60%	63.60%	61.90%

**Unfunded Actuarial Accrued Liability*

	Economic Assumptions	
	Present	Proposed
Investment Return*	7.00%	6.75%
Wage Inflation	2.50%	2.50%
Price Inflation	2.50%	2.50%
Spread Between Investment Return and Wage Inflation	4.50%	4.25%
Spread Between Investment Return and Price Inflation	4.50%	4.25%

** The present investment return assumption of 7.00% was net of administrative and investment expenses. This is the equivalent to an investment return assumption net of investment expenses only of about 7.20%. The proposed investment return assumption is net of investment expenses only. This is consistent with implementation GASB Statement Nos. 67 and 68 rules.*

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JOPLIN CITY COUNCIL
INFORMAL MEETING MINUTES
JULY 2, 2018
602 S. MAIN ST.
JOPLIN MO 64801

Mayor Shaw called the July 2, 2018 Informal Meeting of the Joplin City Council to order at 5:15 p.m.

In attendance were Council Members: Taylor Brown, Melodee Colbert-Kean, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Mayor Gary Shaw, Ryan Stanley, Phil Stinnett, and Jim West.

Boards and Commissions:
Reappointments
Joplin Historical & Mineral Museum Governing Board: Bob Harrington, Chairman
Convention and Visitors Bureau Advisory Board: Traci Palmer-Robertson
Ryan Stanley made the motion to approve the reappointments. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West.

New Appointments
Crystal Albright was nominated by Melodee Colbert-Kean to the Convention and Visitors Bureau Advisory Board. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9.0 James Fleischaker was nominated by Diane Reid Adams to the Library Board. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Jim West nominated Kathy Bridges. James Fleishaker was appointed. Samuel Wimsett was nominated by Anthony Monteleone to the Parks and Recreation Board. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 9-0.

Other Business
Jim West stated Mike Shade, owner of The Botany Shop, would like to provide a commemorative plaque for the gingko tree that is being preserved on South Joplin Street between 7th and 8th Streets.

Discussion on Request to Address Council forms. Melodee Colbert-Kean addressed the confusion with some citizens stating the understanding is they have until 6:00p.m. the day of council meeting to turn in the form. Others have the understanding the cut off is noon the Thursday prior to the council meeting. City Clerk Barbara Gollhofer explained the difference between the deadlines, stating the noon deadline on the Thursday prior to the council meeting is when all items must be approved before the agenda is closed and posted within the time required by state statute (RSMo 610.020). The 6:00 pm deadline is for anyone who missed the noon deadline, the only difference is that their request would not be on the printed agenda, however, the city council can vote to approve their request at the council meeting. Ms. Gollhofer stated she would revise the form to clarify the deadlines.

Submitted,

Roschelle Forsythe, Assistant City Clerk

JOPLIN CITY COUNCIL
JULY 2, 2018 MEETING MINUTES

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 Assistant City Clerk Roschelle Forsythe.

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

ROLL CALL – Answering Roll Call were Taylor Brown, Melodee Colbert-Kean, Doug 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.

PRESENTATIONS
Van Johnson, Alderman in Savannah, GA, is affiliated with the National League of Cities discussed developing a youth council.

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

REPORTS AND COMMUNICATIONS
Pay Plan Update presented by City Manager, Sam Anselm:

The City Manager discussed history of pay increases and past pay plans and the impact it has on employees. He proposed adopting a step plan with 2% increases in between steps, not an across the board raise. This plan would be effective immediately. The impact would recognize all employees in their positions and would demonstrate the city's commitment to its employee's, this would be step 1. Step 2 would be ongoing review of pay ranges from other cities. Step 3 would be to address those employee's that are topped out in their positions and redesign employee evaluations.
Motion by Mr. Stanley, second by Mr. West to move forward with step 1 as proposed and move on to step 2 after further research has been done. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0.

CITIZEN REQUESTS AND PETITIONS
Assistant City Clerk Roschelle Forsythe informed the council that after the agenda was posted there were two additional requests to address the council. Motion by Mr. West, second by Mrs. Reid Adams to allow the additional requests to be heard during this portion of the meeting. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0.

Russell Presson, 231 Buchanan, addressed the city council regarding the new construction of Mr. Benson's new duplexes on N. Buchanan Rd into his property at 227-229 Buchanan.

Margey Upson, 1218 W. 9th St., addressed the city council regarding public safety raises, and other matters.

Christopher Wiseman with the Joplin Museum, 504 Schifferdecker Ave., addressed the city council regarding questions concerning the museum's budget.

Mari Susan Cameron, 2634 S. Byers, addressed the city council regarding crime and abductions on trails and what other cities do to catch and deter criminals.

Sandi Wells, 2617 Byers Ave. addressed the council regarding rerouting Mohaska Trail, and money for properties.

Additional requests:
Kreg Selvey, 1912 S. Moffet Ave addressed the city council in favor of the Mohaska Trail.

Drew Kimble, 202 N. Ozark, addressed the city council regarding the Mohaska Trail.

PUBLIC HEARINGS
Public Hearing Procedures read by Assistant City Clerk Roschelle Forsythe.

Public Hearing for COUNCIL BILL 2018-260

Mayor Shaw opened the public hearing.

David Glenn, 3310 S Highland Ave appeared in favor of this item.

No one appeared in opposition to this item.

The public hearing was closed.

Mr. Stanley introduced Council Bill No. 2018-260- an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from Heavy Industrial District (M2) and including in Commercial District (C3) property as described below and located at 3534 E. 20th Street, City of Joplin, Jasper County, Missouri. Motion by Mr. Stanley, second by Mr. West that Council Bill No. 2018-260 be placed on First Reading and passed. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The council bill was read as Council Bill No. 2018-260.

Public Hearing for COUNCIL BILL 2018-261

Mayor Shaw opened the public hearing.

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

The public hearing was closed.

Mr. Stinnett introduced Council Bill No. 2018-261 -An ordinance providing for the vacation for an 801-foot portion of County Lane 191 located north of the intersection of County Lane 191 and 31st Street, in the City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Brown that Council Bill No. 2018-261 be placed on First Reading and passed. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The council bill was read as **Council Bill No. 2018-261**.

Public Hearing for COUNCIL BILL 2018-262

Mayor Shaw opened the public hearing.

Matt Height, 23111 Maverick Rd, Oronogo MO appeared in favor of this item.

No one appeared in opposition to this item.

The public hearing was closed.

Mr. West introduced Council Bill No. 2018-262 – An ordinance providing for the vacation of the alley running north/south located west of Jackson Avenue between Junge Boulevard and 15th Street and a request to vacate a portion of 14th Street bounded by a north/south alley on the west and Jackson Avenue on the East for the consolidation of property in the City of Joplin, Jasper County, Missouri. Motion by Mr. West, second by Mrs. Colbert-Kean that Council Bill No. 2018-262 be placed on First Reading and passed. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The council bill was read as **Council Bill No. 2018-262**.

Public Hearing for COUNCIL BILL 2018-263

Mayor Shaw opened the public hearing.

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

The public hearing was closed.

Mr. Stanley introduced Council Bill No. 2018-263 - an ordinance approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located immediately north of the intersection of Wildwood Ranch Parkway and John Duffy Drive, Jasper County, Missouri. Motion by Mr. Stanley, second by Mr. Monteleone that Council Bill No. 2018-263 be placed on First Reading and passed. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The council bill was read as **Council Bill No. 2018-263**.

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

Minutes of the June 18, 2018 Informal Council Meeting

Minutes of the June 18, 2018 Council Meeting

RESOLUTIONS

ORDINANCES – Emergency

Mr. Stinnett introduced Council Bill No. 2018-116-an ordinance approving the City of Joplin to

enter into an agreement with Emery Sapp & Sons, Inc. for the construction of the Surface Project 4008, in the amount of Three Million Six Hundred Three Thousand Four Hundred Twenty and 52/100 dollars ($3,603,420.52); 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 Motion by Mr. Stinnett, second by Mr. Brown that Council Bill No. 2018-116 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw**,** Stanley, Stinnett and West, 9. Nays: 0. The council bill was declared adopted and entitled **Ordinance No. 2018-078**

Mr. West introduced Council Bill No. 2018-127- an ordinance approving a construction agreement with G&G Construction Inc., in the not to exceed amount of Nine Hundred Sixty-Five Thousand One Hundred Twenty and No/100 Dollars ($965,120.00) for construction services associated with the Installation of Screw Pumps at the Turkey Creek Waste Water Treatment Facility; authorizing the City Manager to execute and containing an emergency clause. Motion by Mr. West, second by Mr. Lawson that Council Bill No. 2018-127 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw**,** Stanley, Stinnett and West, 9. Nays: 0. The council bill was declared adopted and entitled **Ordinance No. 2018-079**

ORDINANCES – FIRST READING

Mr. Stanley introduced Council Bill No. 2018-024 – an ordinance approving a request to amend the Cooperative Agreement related to the Northpark Lane Community Improvement District. Motion by Mr. Stanley, second by Mr. Brown that Council Bill No. 2018-024 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2018-024**

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Approval of Boards and Commissions Appointments and Reappointments:

Motion by Mr. Lawson, second by Mr. West to approve the following appointments and reappointments. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0.

<u>Reappointments</u>

Joplin Historical & Mineral Museum Governing Board-Bob Harrington, Chairman
Convention and Visitors Bureau Advisory Board-Traci Palmer-Robertson

<u>New appointment</u>

Convention and Visitors Bureau Advisory Board-Crystal Albright
Library Board-James Fleischaker
Parks and Recreation Board-Samuel Wimsett

News and Announcements from Public Information officer, Lynn Onstot:
City offices will be closed on Wednesday, July 4, for Independence Day. This closing includes the MAPS and the Sunshine Lamp Trolley services as well as the Recycling Center. All City services will resume their regularly scheduled hours on Thursday, July 5.

Please note that residential trash and curbside recycling will not be picked up on Independence Day, Wednesday, July 4. Customers who usually have trash/curbside recycling picked up on Wednesdays will have their trash picked up on Thursday, July 5. For the remainder of the week, the residential trash and curbside recycling collection will move forward one day with Friday's customers having a Saturday, July 7 pick-up.

Recently I encouraged our citizens to Be a Tourist in their own backyard! And now we have a great resource to help them. The new Joplin Visitors Guide has just arrived and offers a lot of helpful information about things to do, places to go, neat and unusual things to see right her in Joplin. The guide is developed by the Joplin Convention & Visitors Bureau. Citizens can stop by their office here at City Hall to pick up their FREE Visitors Guide to learn more about their own community!

Businesses interested in displaying these should contact the CVB and they'll deliver the books to them. It's a win-win! Also – congratulations to the Convention and Visitors Bureau – they recently celebrated their 30th Anniversary of welcoming people to Joplin and helping them learn more about our fair City!

And just a reminder – that this year's Independence Day Celebration will be held at Missouri Southern State University. There will be live music, concessions, and fun activities for the kids, - and fireworks show begins at 9:45 p.m. Plenty of parking with seating available in the stadium and along the grass around the field. For more information about this year's celebration, check out Joplin Parks & Recreation Facebook page. Please check out our website at joplinmo.org for more details on these events. Thank you.

Comments from Council Members:
Mayor Shaw wanted to wish all citizens a happy 4th of July and remember to be thankful for a nation that is 242 years old. He also reminded citizens to please remember to please pick up debris out of the streets and neighbors' yards.

There being no further business, the meeting was adjourned at 8:31p.m.

Respectfully,

Roschelle Forsythe, Assistant City Clerk

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JULY 2, 2018

COUNCIL BILL 2018-024
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: COUNCIL BILL, NORTHPARK MALL COMMUNITY IMPROVEMENT DISTRICT REQUEST TO AMEND THE COOPERATIVE AGREEMENT AMONG THE DEVELOPER, CITY AND CID, EXHIBIT A

Finance Director: Leslie Haase	**Date:**
Planning/Dev. & Neighborhood:Troy Bolander	**Date:**
City Attorney: Peter Edwards	**Date:**
City Manager: Sam Anselm	**Date:**

INTRODUCTION:

This Council Bill approves a request of the Northpark Lane Community Improvement District (the "CID") and Northpark Mall/Joplin, LLC (the "Developer") to amend the Cooperative Agreement with the City. The purpose of the amendment is to reflect changes to cost categories within the project budget.

DISCUSSION:

Pursuant to Ordinance 2014-091, the City entered into a Cooperative Agreement with the CID and Developer with regard to the District Project and District Services (as such terms are defined in the petition creating the CID in 2014, pursuant to Ordinance 2014-090). The Agreement that was passed in 2014 included a Schedule of Projects and Costs to be completed with the CID tax revenue. This 2018 Council Bill seeks approval for a Revised Schedule of Projects and Costs. Most of the major projects are the same, such as paving and concrete work, landscaping, MSSU pathway, etc. But, some of the project costs have been reduced and there have been a few more projects that have been added, such as stormwater and sanitary sewer work and security cameras. The only thing this Council Bill does is approve the Revised Schedule of Projects and Costs. The 2014 list has been attached hereto for reference.

This First Amendment to Cooperative Agreement clarifies the eligible costs related to the District Project and District Services and replaces Exhibit A of the Cooperative Agreement with Appendix 1 reflecting the costs of completed project work and work remaining to be completed.

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 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.

2014 Project List

EXHIBIT A

Site Lighting	
Engineering	$ 30,000
Project Management	$ 70,000
Contractor	$730,000
Poles and Fixtures	$210,000
Other (buy out)	$ 17,000
Switch gear	$1,000,000
Pathway from School	
Lighting	$130,000
Landscape	$270,000
Hardscape work	$200,000
Mall Landscaping	$250,000
Paving and concrete	
Engineering	$ 60,000
Project Management	$ 71,000
Concrete work	$ 240,000
Irrigation	$ 60,000
Contractor	$4,500,000
Testing and QA	$ 60,000
Future power gear	$1,600,000
Contingency	$ 502,000

FIRST AMENDMENT TO COOPERATIVE AGREEMENT

THIS FIRST AMENDMENT TO COOPERATIVE AGREEMENT ("Amendment") is made as of the ___day of _____ 2018, by and among Northpark Mall/Joplin, LLC (the "Developer"), the City of Joplin, Missouri (the "City") and the Northpark Lane Community Improvement District (the "CID").

RECITALS

WHEREAS, Developer, City and the CID entered into that certain Cooperative Agreement, dated as of June 20, 2016 (the "Cooperative Agreement");

WHEREAS, Developer, City and the CID desire to amend certain provisions of the Cooperative Agreement to reflect changes to the project budget.

NOW, THEREFORE, in consideration of the foregoing and the agreements and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer. City and the CID hereby agree to amend the Cooperative Agreement as follows:

1. The Section 4 is hereby deleted in its entirety and revised to read as follows:

> **Section 4. Costs of District Project and District Services.** As set forth in Section 3.C of the Petition, the total estimated costs of the District Project and District Services (excluding financing, professional fees and expenses, underwriting, and issuance costs related to District Obligations) is Ten Million Dollars ($10,000,000) and the breakdown of the costs is attached hereto as Exhibit A and incorporated herein by this reference. The District may only use the District Sales Tax and/or proceeds of District Obligations to finance and/or reimburse the Developer for the categories of costs set forth on Exhibit A. Savings in the amount expended with respect to any specific line item in the attached breakdown of costs may be used to fund cost overruns in another line item. Any increase in the estimated costs of the District Project and District Services above Ten Million Dollars ($10,000,000) (plus financing, professional fees and expenses, underwriting and issuance costs related to District Obligations) will require approval by the parties as an amendment to this Agreement.

2. Exhibit A as included in the Cooperative Agreement shall be deleted in its entirety and replaced with Appendix 1 as attached hereto and incorporated herein by this reference.

3. Except as amended hereby, the Cooperative Agreement is ratified and confirmed and remains in full force and effect.

[Remainder of page intentionally left blank; signature page follows.]

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

NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name: Joan Ghani
Title: Chairman

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **SS.**
COUNTY OF _____)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Joan Ghani, to me personally known, who, being by me duly sworn, did say that she is the Chairman of the **NORTHPARK LANE COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district, and that said instrument was signed in behalf of said district by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____
Name:_____

(SEAL)

My commission expires: _____

NORTHPARK MALL/JOPLIN, LLC

By: **CBL SubREIT, Inc.**, its chief manager

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

ACKNOWLEDGMENT

STATE OF TENNESSEE)
) SS.
COUNTY OF HAMILTON)

On this _____ day of June, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **JEFFERY CURRY**, to me personally known, who, being by me duly sworn, did say that he is the Chief Legal Officer of CBL SubREIT, Inc., the chief manager of **NORTHPARK MALL/JOPLIN, LLC**, and that said instrument was signed in behalf of said company by authority of its members, and said officer acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____
Name:_____

(SEAL)

My commission expires: _____

[SEAL] **CITY OF JOPLIN, MISSOURI**

By: _____
Name: _____
Title: _____

ATTEST:

_____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **SS.**
COUNTY OF JASPER)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of the **CITY OF JOPLIN, MISSOURI**, and that said instrument was signed in behalf of said City by authority of its City Council, and said _____ acknowledged said instrument to be the free act and deed of said city.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____
Name:_____

(SEAL)

My commission expires: _____

APPENDIX 1

Completed Work		
Paving and Concrete	-	$4,970,900
Landscaping	-	234,600
Completed Total	-	$5,205,500
Remaining Work		
Storm Sewer Replacement	-	$1,200,000
Sanitary Sewer Replacement	-	800,000
School Pathway	-	700,000
Site Lighting and Electrical Outlets	-	400,000
Paving	-	200,000
Landscaping	-	100,000
Security Cameras for Parking Lot	-	500,000
Addition of Green Space	-	500,000
Contingency	-	394,500
Remaining Total		$4,794,500
Total CID Work		**$10,000,000**
Soft Costs		
Financing, Professional Fees and Expenses, Underwriting, and Issuance Costs		**TBD**

[END OF DOCUMENT]

COUNCIL BILL NO. 2018-024 ORDINANCE NO.

AN ORDINANCE approving a request to amend the Cooperative Agreement related to the Northpark Lane Community Improvement District.

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. 2014-090 on or about June 16, 2014 ("2014 Ordinance"); and

WHEREAS, pursuant to Joplin City Ordinance No. 2014-091, the City entered into that certain Cooperative Agreement with Northpark Mall/Joplin, LLC (the "Developer") and the District (the "Cooperative Agreement"); and

WHEREAS, the District and Developer have requested certain revisions to the Cooperative Agreement in the form of that certain First Amendment to Cooperative Agreement (the "First Amendment") to include the following:

(a) The revision of Section 4 of the Cooperative Agreement with regard to Costs of District Project and District Services.

(b) The replacement of Exhibit A to the Cooperative Agreement with Appendix 1 to the First Amendment to reflect the cost of project work completed to date and the anticipated costs of work remaining to be completed.

WHEREAS, the City, the District and the Developer desire to enter into the First Amendment.

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

Section 1. That the First Amendment is hereby approved and that a true and accurate copy of the said First Amendment is attached hereto as Exhibit A and incorporated herein by reference as though fully set out herein.

Section 2. That the City Manager is authorized to execute the First Amendment with the District and Developer, by and on behalf of the City of Joplin, Missouri.

Section 3. 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 4. 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 L. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 2, 2018

Item: COUNCIL BILL NO. 2018-260
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-260
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: 06/11/18

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in Favor, 0 Nay, 1 Absent"

SUMMARY/REQUEST:
Case 020-18: .
3534 E. 20th Street – A request to rezone from Heavy Industrial District (M2) to Commercial District (C3) for the operation of a car dealership – David Glenn.

STAFF SUMMARY:
The applicant wishes to construct and operate a car dealership on this property. Because there are townhouses to the north, a car dealership is a more appropriate use for this property than many potential uses under the current zoning of Heavy Industrial District. Rezoning this property does not violate Joplin's Comprehensive Plan.

Staff recommends approval of Case 020-18.

PLANNING & ZONING COMMISSION TESTIMONY:
David Glenn, 3310 S. Highland Ave., Joplin, MO. Mr. Glenn was representing the Fletcher Auto Group to have this property rezoned from M-2 to C-3.

Mr. Ramsour wanted to know if there were any environmental issues on the property?

Mr. Glenn stated that they have all been explored through the engineering firm and all resolved. There are not any issues of concern.

Mr. Cortez asked if there would be access to the property from Davis Blvd. as well as 20th Street?

Mr. Glenn stated there would be, yes. All developmental designs have been submitted to the City.

PUBLIC COMMENT:
None.

CB 2018-260

Case 020-18: 3534 E. 20th Street – A request to rezone from Heavy Industrial District (M2) to Commercial District (C3) for the operation of a car dealership – David Glenn.

David Glenn, 3310 S. Highland Ave., Joplin, MO. Mr. Glenn was representing the Fletcher Auto Group to have this property rezoned from M-2 to C-3.

Mr. Duncan asked if there any questions from the Commission?

Mr. Ramsour wanted to know if there were any environmental issues on the property?

Mr. Glenn stated that they have all been explored through the engineering firm and all resolved. There are not any issues of concern.

Mr. Duncan mentioned that visiting the sight there are some concrete highway dividers, is that on that property?

Mr. Glenn stated that the Zerkel, when they owned Snyder Construction, put those dividers up. They will be removed prior to construction.

Mr. Cortez asked if there would be access to the property from Davis Blvd. as well as 20th Street?

Mr. Glenn stated there would be, yes. All developmental designs have been submitted to the City.

Mr. Duncan asked if there was anyone else to speak in favor? There was not. Is there anyone to speak against this rezoning? There were not.

Mr. Duncan closed the case.

MRS. BRUCKNER-SEARS MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 020-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, AND MRS. BRUCKNER-SEARS VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: June 11, 2018
City Council Meeting: July 2, 2018

STAFF PLANNING REPORT
Rezoning

CASE 020-18 A request to rezone from M-2 (Heavy Industrial District) to C-3 (Commercial District) for the operation of a car dealership

LOCATION 3534 E. 20th Street

APPLICANT Mr. David Glenn

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant	12.61 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2/R-4	M-2	M-2	C-3
Land Use	Heavy Industrial/Townhouse District	Heavy Industrial	Heavy Industrial	Commercial

FUTURE LAND USE

The City of Joplin's Future Land Use Map classifies this lot as Industrial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
20th Street	Arterial	60'
Davis Blvd.	Collector	60'

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

FLOOD PLAIN The property is near the 100-year flood zone but not within it.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

No. The Future Land Use Map currently designates this area as Industrial. However, despite this, we have allowed other commercial uses on the adjacent property to the west.

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

This property is currently zoned M-2. A rezoning to M-1 would allow a car dealership and is consistent with the Future Land Use Map, but C-3 is a more appropriate designation for this use. This is due to the Commercial properties on the west and the residential properties to the north.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The surrounding properties would not be significantly impacted by rezoning.

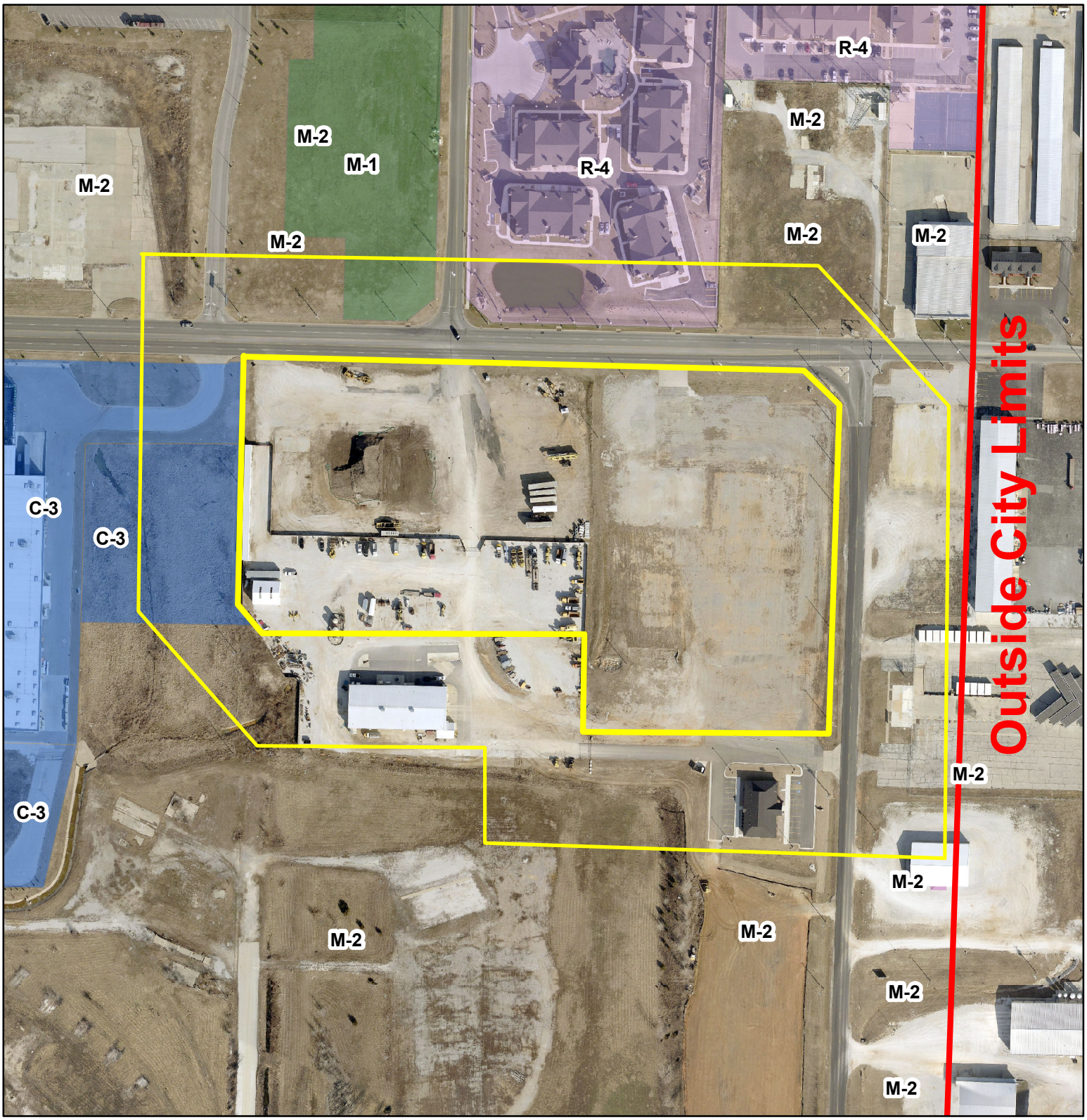
DISCUSSION

The applicant wishes to construct and operate a car dealership on this property. Because there are townhouses to the north, a car dealership is a more appropriate use for this property than many potential uses under the current zoning of Heavy Industrial District. Rezoning this property does not violate Joplin's Comprehensive Plan.

Staff recommends approval of Case 020-18

ATTACHMENTS

- Application
- Survey



Feet

0 200 400 800 1,200 1,600

Case 020-18: 3534 E. 20th Street -- A request to rezone from M-2 (Heavy Industrial District) to C-3 (Commercial District) -- David Glenn

N

P & Z Case 020-18
David Glenn For Fletcher Auto Group.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-260 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 Heavy Industrial District (M2) and including in Commercial District (C3) property as described below and located at 3534 E. 20th Street, City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District M-2 and including same in District C-3:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH 89 DEGREES, 37 MINUTES, 51 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 635.33 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES, 01 MINUTES, 52 SECONDS WEST 500.12 FEET, THENCE SOUTH 89 DEGREES, 36 MINUTES, 25 SECONDS WEST 541.30 FEET, THENCE NORTH 45 DEGREES, 34 MINUTES, 24 SECONDS WEST 64.01 FEET, THENCE NORTH 00 DEGREES, 07 MINUTES, 10 SECONDS WEST 455.23 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) , THENCE ALONG SAID NORTHWEST QUARTER (NW 1/4) NORTH 89 DEGREES, 37 MINUTES, 51 SECONDS EAST 588.19 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD RIGHT-OF-WAY ALONG THE NORTH SIDE THEREOF, BEING SUBJECT TO ALL OTHER EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD, CONTAINING 6.95 ACRES MORE OR LESS AND BEGINNING AT THE INTERSECTION OF 20TH STREET AND DAVIS BOULEVARD, SAID POINT BEING 186.75 FEET WEST OF THE NORTH QUARTER, CORNER OF SECTION 18, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH ALONG THE CENTERLINE OF DAVIS BOULEVARD 680.00 FEET TO THE CENTERLINE SIDES THEREOF, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD AND ALSO BEING SUBJECT TO A 30.00 FOOT INGRESS EGRESS EASEMENT DESCRIBED IN BOOK 2261, AT PAGE 2035 AT THE JASPER COUNTY RECORDERS OFFICE, JASPER COUNTY, MISSOURI AND DESCRIBED AS FOLLOWS: ALL THAT PART OF THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, COMMENCING AT A POINT 216.75 FEET WEST OF THE NORTH QUARTER CORNER OF SAID SECTION 18, THENCE SOUTH 00 DEGREES, 23 MINUTES, 55 SECONDS WEST A DISTANCE OF 670.00 FEET TO THE POINT OF BEGINNING. THENCE NORTH 89 DEGREES, 58 MINUTES, 41 SECONDS WEST A DISTANCE OF 418.41 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED AS TRACT 1 ON EXHIBIT B, THENCE SOUTH 00 DEGREES, 23 MINUTES, 55 SECONDS WEST A DISTANCE OF 10.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 1, THENCE CONTINUING SOUTH 00 DEGREES, 23 MINUTES, 55 SECONDS WEST A DISTANCE OF 20.00 FEET,

THENCE SOUTH 89 DEGREES, 58 MINUTES, 41 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID TRACT 1, A DISTANCE OF 418.40 FEET TO A POINT OF THE WEST RIGHT-OF-WAY OF DAVIS BOULEVARD, THENCE NORTH 00 DEGREES, 23 MINUTES, 55 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE OF DAVIS BOULEVARD A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

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, 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: July 2, 2018

Item: COUNCIL BILL NO. 2018-261
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Council Bill 2018-261
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: 6/11/18

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "6 in Favor, 0 Nay, 1 Absent."

SUMMARY/REQUEST:
Case 021-18:
Street Vacation – Request to vacate a portion of County Lane 191 located north of the intersection of County Lane 191 and 31st Street – Joplin Industrial Development Authority.

STAFF SUMMARY:
This vacation request is for an 801-foot portion of County Lane 191, located north of the intersection of County Lane 191 and 31st Street. This request will vacate the street, but will leave all utility easements in place. Much of the requested right-of-way to be vacated is currently unimproved.

Staff recommends approval of Case 021-18.

PLANNING & ZONING COMMISSION TESTIMONY:
Kurt Higgins, 7231 E 24th Street, Joplin, MO., Allgeier Martin and Associates. He is representing Joplin Industrial Development Authority. This has been platted years ago. There is a portion of the road to the north that was never dedicated to the City. It was never constructed except the curb and guttering. The traffic study was completed approximately a year ago, and showed that the Industrial Park did not need that portion of road. All adjoining property owners have no objections.

PUBLIC COMMENT: None.

CB 2018-261

Case 021-18: Street Vacation – Request to vacate a portion of County Lane 191 located north of the intersection of County Lane 191 and 31st Street – Joplin Industrial Development Authority.

Mr. Duncan opened this case and asked if there was anyone else to speak in favor of this case?

Kurt Higgins, 7231 E 24th Street, Joplin, MO, Allgeier Martin and Associates. He is representing Joplin Industrial Development Authority. This has been platted years ago. There is a portion of the road to the north of this request that was never dedicated to the city. It was never improved except the curb and guttering. This property was never developed, but the property owner to the north, KDH Properties, has been acquiring properties in the vicinity. The traffic study was completed approximately a year ago, and showed that the Industrial Park did not need that portion of road. That is the reason for the Street Vacation application with the intention of selling the north half to KDH Properties to incorporate with the other properties purchased. All adjoining property owners have no objections.

Mr. Duncan asked if there were any questions from the Commissioners? Mr. Duncan stated that from the write up there aren't utility issues.

Mr. Higgins stated that yes, there are utilities on the property.

Mr. Ramsour stated that in an observation today, he was surprised by the amount of traffic that came off Prigmor onto 31st Street, which then went over and turned south again on this road.

Mr. Higgins stated the traffic is probably going to the nearby call center.

Mr. Duncan asked if there was anyone here to speak in favor of this case, there was not. He also asked if there was anyone to speak against this case and there was not. This case is closed.

MR. CORTEZ MOVED, SECONDED BY MRS. KOELKEBECK THAT CASE 021-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, AND MRS. BRUCKNER-SEARS VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: June 11, 2018
City Council Meeting: July 2, 2018

STAFF PLANNING REPORT
Vacation

CASE 021-18 A request for the vacation of approximately 801 feet of County Lane 191, an 80-foot wide designated right-of-way.

APPLICANT Joplin Industrial Development Authority

REPRESENTATIVE Rob O'Brian

LOCATION County Lane 191, north of the intersection of County Lane 191 and 31st Street

---

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street	80' x 801'

REASON FOR VACATION

Consolidation of industrial property.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

Yes.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

All existing utilities (water, gas, electric) will remain in the easement.

DISCUSSION

This vacation request is for an 801-foot portion of County Lane 191, located north of the intersection of County Lane 191 and 31st Street. This request will vacate the street, but will leave all utility easements in place. Much of the requested right-of-way to be vacated is currently unimproved.

Joplin Industrial Development Authority currently owns the portion of County Lane 191 that is north of the requested street vacation. If this street vacation is approved, Joplin Industrial Development Authority intends to sell the vacated portion of CL-191 up to 26th Street, and its lot to the west of the vacation, to KDH Properties on the north. This street vacation will allow for a consolidation of property under the ownership of one company. All adjacent property owners and relevant utility companies have submitted notarized affidavits stating that they don't have a concern with the vacation request.

Staff recommends approval of Case 021-18.

ENCLOSURES

- Application



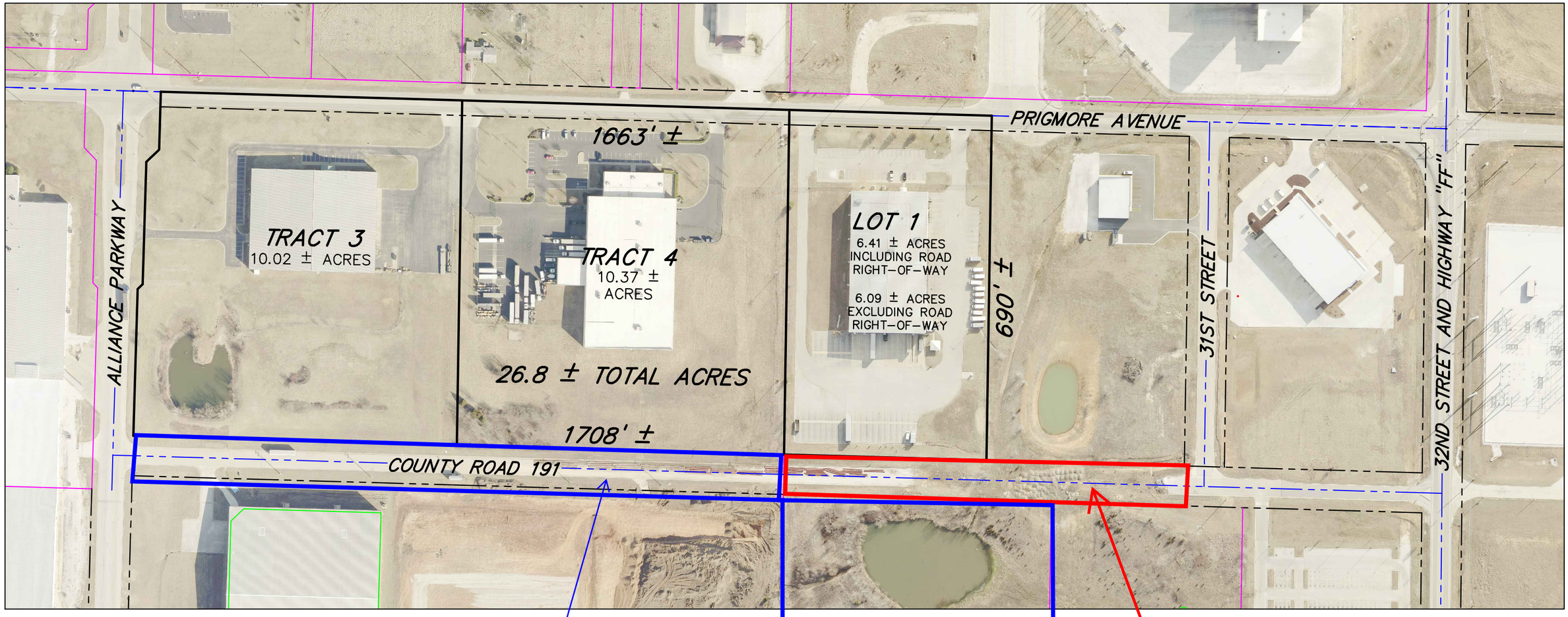
Feet

0 205 410 820 1,230 1,640

Case 021-18: A portion of County Lane 191 located north of the intersection of County Lane 191 and 31st Street -- A request to vacate a street easement -- Joplin Industrial Development Authority

N

SCALE: 1"=200'



ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

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CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

DATE	REVISION

DWN. BY:	BF
CKD. BY:	MDS
APPD. BY:	MDS
DATE :	12-5-2017

CROSSROADS INDUSTRIAL PARK - EXHIBIT

SECTION 15, T27N, R32W JASPER COUNTY, MO

DWG. NO.

P & Z Case 021-18
Kurt Higgins for JIDA
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-261 ORDINANCE NO.

AN ORDINANCE providing for the vacation for 801-foot portion of County Lane 191 located north of the intersection of County Lane 191 and 31st Street, in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a public street right-of-way located County Lane 191 located north of the intersection of County Lane 191 and 31st Street, the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> ALL THAT PART OF COUNTY LANE 191 LYING WEST OF LOTS 1 AND 2 OF SOUTH CROSSROADS ADDITION PLAT #1 IN SECTION 15, TOWNSHIP 27 NORTH, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Section 2. That this vacation of the portion of the street easement hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in the portion of the street hereby vacated. Such utility companies shall have the right to maintain, repair and replace any such installations now on the vacated portion of said street and shall be subject to the rights of the City of Joplin for sewer construction and maintenance.

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

_____
ATTEST: Gary L. Shaw, Mayor

_____
Barbara L. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 2, 2018

Item: COUNCIL BILL NO. 2018-262
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Council Bill 2018-262
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: 6/11/18

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "6 in Favor, 0 Nay, 1 Absent."

SUMMARY/REQUEST:
Case 022-18:
Street and Alley Vacation – Request to vacate an alley running north/south located west of Jackson Avenue between Junge Boulevard and 15th Street and a request to vacate a portion of 14th Street bounded by a north/south alley on the west and Jackson Avenue on the East for the consolidation of property – Joplin School District.

STAFF SUMMARY:

Joplin School District is requesting that the city of Joplin vacate the 120-foot gravel portion of 14th street and the portion of the alleyway that is adjacent to their property, which is approximately 460 feet. The portion of the alley adjacent to another owner's property will not be vacated. The purpose of the vacation request is to consolidate school district property and surround it with fencing. Doing this will allow additions to the bleachers, concession stand, and restroom facility.

Staff recommends approval of Case 022-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Dave Pettit, Joplin School District, 411 Bobwhite, Webb City, MO. Joplin High School is going into a different sports conference. We are anticipating and increased scaling of the number of participants and those who are coming to see our football endeavors. At the first home football game we anticipate 6-7 thousand people. The purpose of the change is to allow security, safety and the quality of the event. A chain link fence is going to enclose the property. With the property behind the fencing it will limit access, while still maintaining the alleyway and small section of 14th Street. There will be access to the football field for the ambulances from Junge Blvd. This vacated property will be used for additional bleachers, concessions, and restrooms.

PUBLIC COMMENT: None.

CB 2018-262

Case 022-18: Street and Alley Vacation – Request to vacate an alley running north/south located west of Jackson Avenue between Junge Boulevard and 15th Street and a request to vacate a portion of 14th Street bounded by a north/south alley on the west and Jackson Avenue on the East for the consolidation of property – Joplin School District.

Mr. Duncan opened this case and asked if there was anyone else to speak in favor of this case?

Dave Pettit, Joplin School District, 411 Bobwhite, Webb City, MO. Our school is going into a different conference. We are anticipating the scaling of the number of participants and those who are coming to see our football endeavors. The first home football game we anticipate 6-7 thousand people. The purpose of the change is to allow Security, safety and the quality of the event to secure the property. The property will be behind fencing to limit access while still maintaining the alleyway and small section of 14th Street.

Mr. Duncan asked if Commissioners had any questions.

Mr. Ramsour wanted to know how the ambulance would get to the football field.

Mr. Pettit stated that this currently is an access just off Junge Blvd.

Mrs. Steele wanted to know about the other two properties you don't have control of right now.

Mr. Pettit stated that he has spoken to both of those owners and have signed permissions from them.

Mr. Duncan wanted to know if it was a chain link fence that was going to enclose the property.

Mr. Pettit stated it was.

Mr. Duncan asked if there was a setback that had to be maintained?

Mr. Pettit stated that they had planned on putting a buffer up.

Mr. Bolander stated that the fence itself can be right on the property line.

Mrs. Steele asked if any of the new property was going to be used for parking?

Mr. Pettit stated not at this time. This will be used for concessions and restrooms.

Mr. Duncan asked if there was anyone here to speak in favor of this case, there was not. He also asked if there was anyone to speak against this case and there was not.

MRS. KOELKEBRECK MOVED, SECONDED BY MR. RAMSOUR THAT CASE 022-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, AND MRS. BRUCKNER-SEARS VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: June 11, 2018
City Council Meeting: July 2, 2018

STAFF PLANNING REPORT
Vacation

CASE 022-18 A request for the vacation of approximately 120 feet of 14th Street, a 50-foot wide designated right of way; and the vacation of approximately 460 feet of a 20-foot-wide alleyway.

APPLICANT Joplin School District

REPRESENTATIVE David Pettit

LOCATION An alley running north/south located west of Jackson Avenue between Junge Boulevard and 15th Street; and a portion of 14th Street bounded by a north/south alley on the west and Jackson Avenue on the east.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street	50’ x 120’
Alleyway	20’ x 460’

REASON FOR VACATION

Consolidation of property to expand concessions for the high school football stadium.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

Yes.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

All existing utilities (water, gas, electric) will remain in the easement.

DISCUSSION

This vacation request is for a portion of 14th Street bounded by a north/south alley on the west and Jackson Avenue on the east; also an alley running north/south located west of Jackson Avenue between Junge Boulevard and 15th Street. The request will vacate the street, but will leave all utility easements in place.

Joplin Highschool's football team will be changing conferences this season. This change will result in Joplin playing more local teams than in past years. Because of this, Joplin School District anticipates larger crowds at football games this fall. To accommodate for the larger crowds, the School District wishes to expand the bleachers and the concession stand.

There is an alleyway directly to the east of the football stadium. Other than two lots on the south end of the alley, Joplin School District owns all the property adjacent to the alley. A 120-foot portion of 14th Street runs between the School District's lots and connects to the alley; this portion of 14th street is gravel.

Joplin School District is requesting that the city of Joplin vacate the 120-foot gravel portion of 14th street and the portion of the alleyway that is adjacent to their property, which is approximately 460 feet. The portion of the alley adjacent to other owner's property will not be vacated. The purpose of the vacation request is to consolidate school district property and surround it with fencing. Doing this will allow additions to the bleachers, concession stand, and restroom facility.

The school district's plan is to run fencing across the alleyway to their property line on Jackson Avenue, then north across the vacated portion of 14th street to Junge Blvd, then west to the existing stadium fencing. There will be 3 gates, one at each location where the fencing crosses vacated right-of-way: one at each end of the alley and one on 14th Street and Jackson Avenue. This will allow the utility companies to perform maintenance when needed.

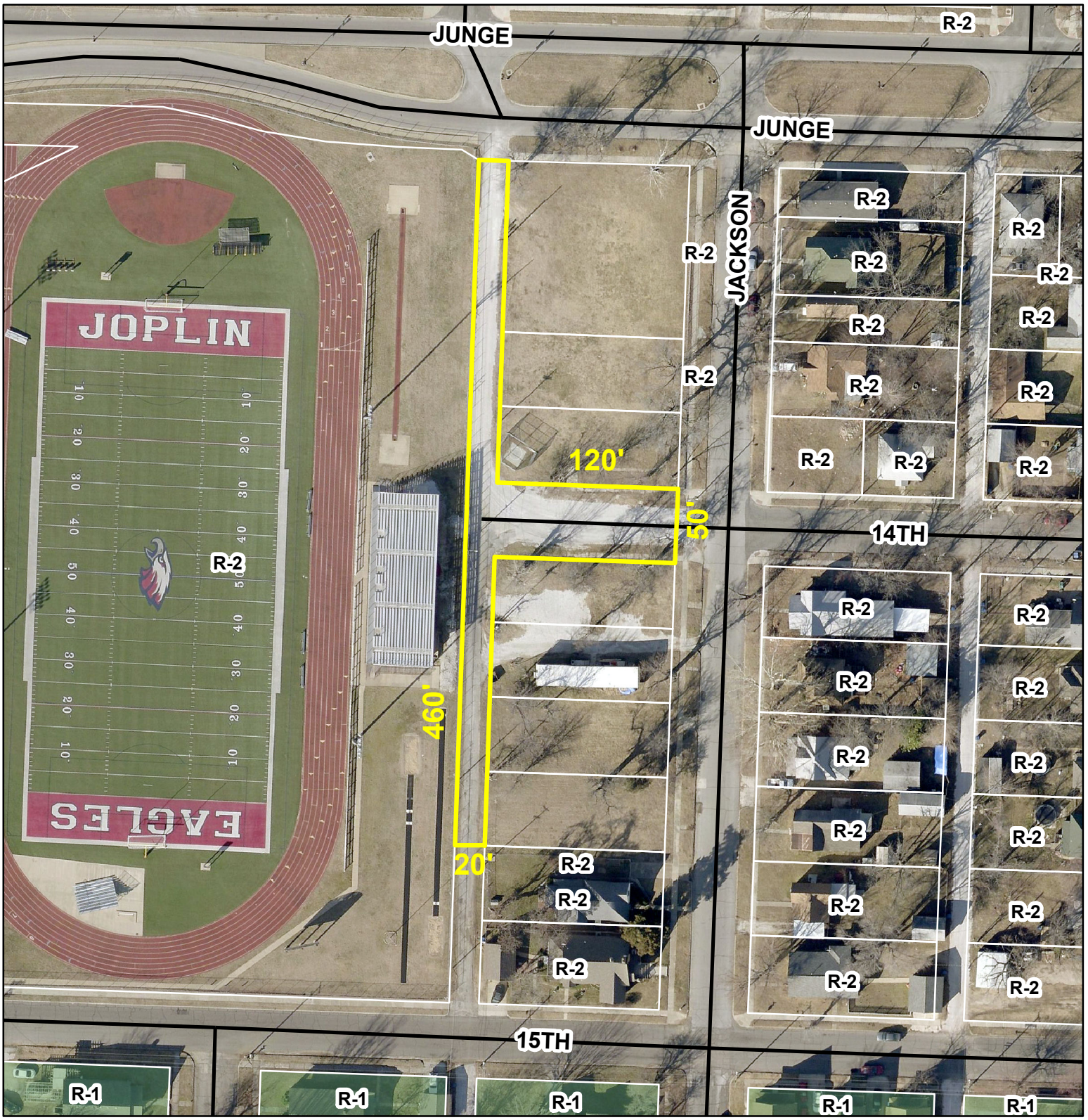
The method for securing the gate will be a daisy-chain, where the locks from all utility companies are chained together. This method will allow utility companies to have access to the gates at any time. Additionally, the school district will install a Knox Box that will hold a key for the Fire Department to access the gate at any time. The Fire Marshal has required that the gates provide at least 13 feet, 6 inches when the gate is open so a fire truck can pull through. The applicant agreed to these terms and is planning to install 16-foot swinging gates.

The two property owners on the south end of the alley (1420 S. Jackson & 1430 S. Jackson) have been contacted. They have signed statements acknowledging they are not opposed to this action as long as they continue to have their trash picked up in the same location. All utility companies have also been contacted and signed statements saying that they do not have a concern with the vacation request. Trash services will continue to utilize the alleyway to pick up trash for the property owners. However, if the alley is blocked by the school district's fence, after driving into the alley to pick up trash, the truck will need to back out of the alley onto 15th Street. Staff has spoken with the area manager from Republic Trash and he stated that this wouldn't be an issue for the trucks to do this.

Staff recommends approval of Case 021-18.

ENCLOSURES

- Application



Case 022-18: An alley running north/south located west of Jackson Avenue between Junge Boulevard and 15th Street and a request to vacate a portion of 14th Street bounded by a north/south alley on the west and Jackson Avenue on the east. -- A request to vacate an alley and a street easement -- Joplin School District

P & Z Case 022-18
David Pettit, Joplin, School District
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-262 ORDINANCE NO.

AN ORDINANCE providing for the vacation of the alley running north/south located west of Jackson Avenue between Junge Boulevard and 15th Street and a request to vacate a portion of 14th Street bounded by a north/south alley on the west and Jackson Avenue on the East for the consolidation of property in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that alley running north/south located west of Jackson Avenue between Junge Boulevard and 15th Street and a request to vacate a portion of 14th Street bounded by a north/south alley on the west and Jackson Avenue on the east in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> ALL THAT PORTION OF THE APPROXIMATELY TWENTY FEET WIDE EXISTING ALLEY LYING WEST OF LOTS 169, 170, 171, 172, 173, 174, 175 AND 176 IN SOUTH JOPLIN LAND COMPANY'S 1ST ADDITION, A SUBDIVISION OF LAND IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED, AND EAST OF THE TRACT OF LAND OWNED BY THE JOPLIN SCHOOL DISTRICT, IDENTIFIED AS TRACT P-52, M-44 AS SHOWN IN BOOK 339, PAGE 633 IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI; AND, ALL THAT PORTION OF WEST 14TH STREET LYING BETWEEN LOTS 172 AND 173 IN SAID JOPLIN LAND COMPANY'S 1ST ADDITION; AND, ALL THAT PORTION OF THE EXISTING ALLEY LYING WEST OF THAT PORTION OF 14TH STREET, BETWEEN LOTS 172 AND 173 IN SAID JOPLIN LAND COMPANY'S 1ST ADDITION. SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS, IF ANY.

Section 2. That this vacation of the portion of the street easement hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in the portion of the street hereby vacated. Such utility companies shall have the right to maintain, repair and replace any such installations now on the vacated portion of said street and shall be subject to the rights of the City of Joplin for sewer construction and maintenance.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____

Barbara L. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 2, 2018

Item: COUNCIL BILL NO. 2018-263
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Council Bill 2017-263
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: 6/11/18

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "6 in Favor, 0 Nay, 1 Absent."

SUMMARY/REQUEST:
Case 023-18
Voluntary Annexation - Approximately 10 acres, located immediately north of the intersection of Wildwood Ranch Parkway and John Duffy Drive – Peace Church, LLC.

STAFF SUMMARY:
The applicant plans to construct a 19,000-square foot office building which will serve as headquarters for Easy Living, an organization that cares for individuals who are developmentally disabled. In addition to the office building, there will be a daytime activity center for program participants.

Staff recommends approval of Case 023-18.

PLANNING & ZONING COMMISSION TESTIMONY:
Cindy Smith, 1620 Mandel Lane, Webb City, MO. She is representing Peace Church, LLC.

Mr. Duncan asked if they were planning on building a new building on that location?

Ms. Smith stated they were. It will be a 19 thousand square foot building. Peace Church owns Easy Living and Easy Living will be operating the building. Peace Church is the name of a road. Her father had a house on the road and he named the company after it.

PUBLIC COMMENT:
Wayne Stevenson, Anderson Engineering. We are working with Jimmer Pinvue to bring in the sewer. It will be parallel with the railroad track on the north side of the property.

CB 2018-263

Case 023-18: Voluntary Annexation - Approximately 10 acres, located immediately north of the intersection of Wildwood Ranch Parkway and John Duffy Drive – Peace Church, LLC.

Cindy Smith, 1620 Mandel Lane, Webb City, MO. She is representing Peace Church, LLC.

Mr. Duncan asked if there were questions from the Commission? Mr. Duncan asked if they were planning on building a new building on that location?

Ms. Smith stated they were. It will be a 19 thousand square foot building. Peace Church owns Easy Living and Easy Living will be operating the building.

Mrs. Steele asked if there is an existing church?

Ms. Smith stated this has nothing to do with any church. It's the name of a road. Her father had a house on the road and he named the company after it.

Mr. Ramsour asked about the utilities on the property?

Ms. Smith stated that everything is supposed to be on sight.

Mrs. Steele stated she thought she saw where there were not utilities on the property?

Wayne Stevenson, Anderson Engineering. We are working with Jimmer Pinvue to bring in the sewer and will be parallel with the railroad track on the north side of the property.

Mr. Duncan asked if there was anyone here to speak in favor of this case, there was not. He also asked if there was anyone to speak against this case and there was not.

MR. RAMSOUR MOVED, SECONDED BY MRS. BRUCKNER-SEARS THAT CASE 023-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MRS. KOELKEBECK, MRS. STEELE, AND MRS. BRUCKNER-SEARS VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: June 11, 2018
City Council Meeting: July 2, 2018

STAFF PLANNING REPORT
Voluntary Annexation

CASE 023-18 A request to voluntarily annex property into the City of Joplin

LOCATION North of the intersection of Wildwood Ranch Parkway and John Duffy Drive

APPLICANT Peace Church, LLC.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Undeveloped	Approx. 10 acres

DISCUSSION

Peace Church, LLC. is requesting to voluntarily annex a tract of land immediately north of the intersection of Wildwood Ranch Parkway and John Duffy Drive near the western border of Joplin. This request consists of approximately 10 acres. The tract of land is approximately 864 feet by 545 feet, bordering the intersection of Wildwood Ranch Parkway and John Duffy Drive to the south.

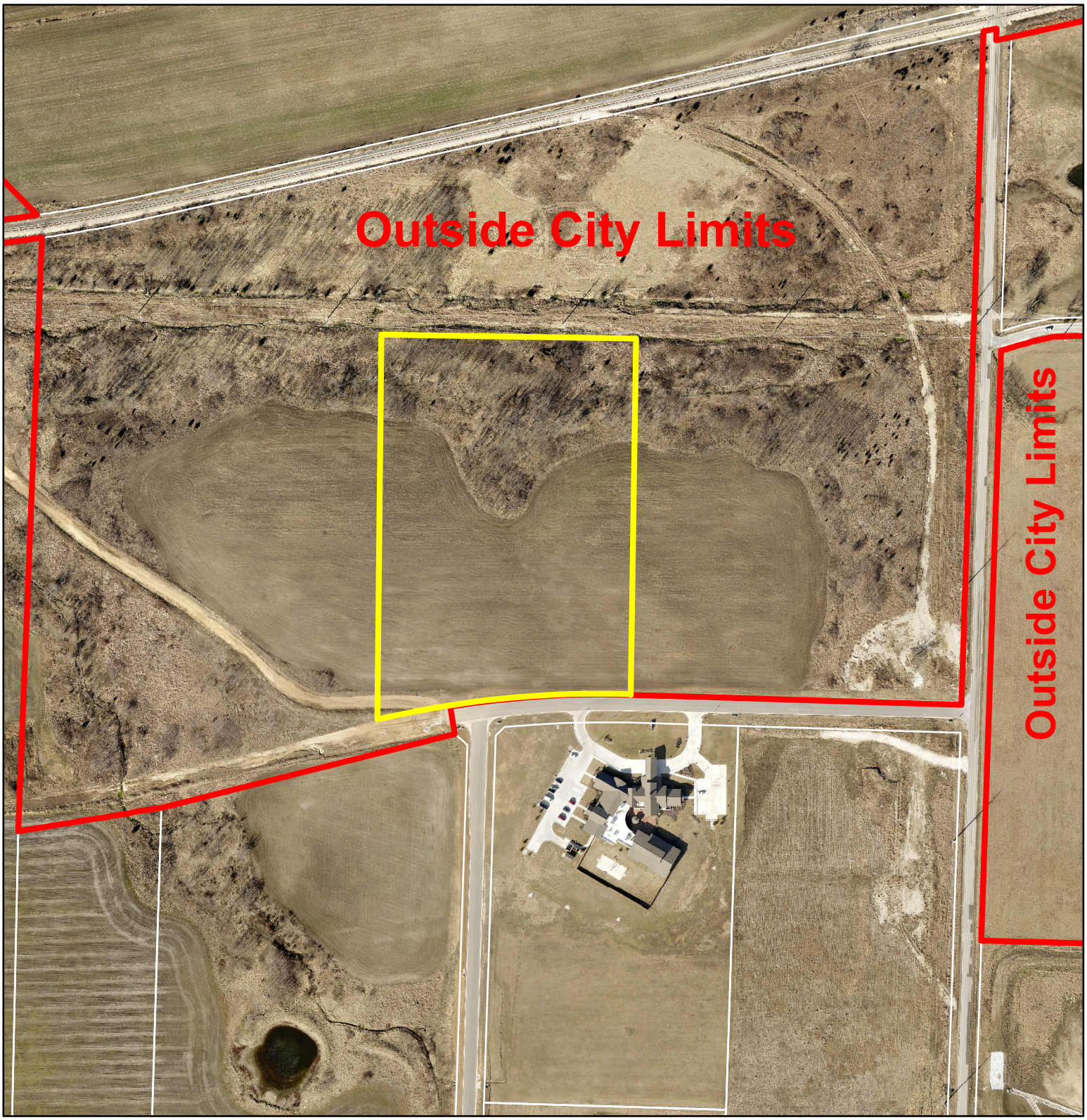
The applicant plans to construct a 19,000-square foot office building which will serve as headquarters for Easy Living, an organization that cares for individuals who are developmentally disabled. In addition to the office building, there will be a daytime activity center for program participants. Easy Living understands they will be required to connect to the sanitary sewer line at their own expense, which is about 600 feet to the west.

Much of the surrounding property is currently undeveloped. The property to the southeast, across Wildwood Ranch Parkway is owned by Preferred Family Healthcare. The property to the southwest is owned by Joplin Senior Community.

Staff recommends approval of Case 023-18.

ENCLOSURES

- Map of area to be annexed



Feet

0 260 520 1,040 1,560 2,080

Case 023-18: Approximately 10 acres, located immediately north of the intersection of Wildwood Ranch Parkway and John Duffy Drive -- A request for voluntary annexation into the city of Joplin -- Peace Church, LLC.

N

P & Z Case 023-18
Cindy Smith for Peace Church, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-263 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located immediately north of the intersection of Wildwood Ranch Parkway and John Duffy Drive, Jasper County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001 as amended, a verified Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having help a Public Hearing concerning the proposed annexation not lest that fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

ALL THAT PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 34 WEST, JASPER COUNTY, MISSOURI, more particularly described as follows: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 13, THENCE NORTH 01 DEGREES 48'09" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 30.81 FEET, THENCE NORTH 01 DEGREES 49'48" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 1848.60 FEET, THENCE NORTH 88 DEGREES 39'24" WEST, 30.00 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF CENTRAL CITY ROAD AND THE NORTH RIGHT-OF-WAY LINE OF CENTRAL CITY ROAD AND THE NORTH RIGHT-OF-WAY LINE OF WILDWOOD RANCH PARKWAY, THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES, THENCE CONTINUING NORTH 88 DEGREES 39'24" WEST, 714.23 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 2030.00 FEET, THENCE ALONG SAID CURVE AN ARC DISTANCE OF 137.17 FEET TO THE POINT

OF BEGINNING, THENCE CONTINUING ALONG SAID CURVE AN ARC DISTANCE OF 404.07 FEET, THENCE SOUTH 76 DEGREES 04'01" WEST, 153.64 FEET, THENCE NORTH 01 DEGREES 49'48" EAST, AWAY FROM SAID NORTH RIGHT-OF-WAY LINE, 864.27 FEET, THENCE SOUTH 88 DEGREES 30'36" EAST, 545.07 FEET, THENCE SOUTH 01 DEGREES 49'48" WEST, 755.30 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to filed with the Clerk of Jasper County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the 5th day of August 2018.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ 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: July 16, 2018

Item: COUNCIL BILL NO. 2018-128
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Go Letter from Federal Aviation Administration
2) Bid Tab
3) Truck Data Sheet
4) Copy of Council Bill

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

Recommended Action: Approval of the purchase by and between the City of Joplin and Oshkosh Airport Products, LLC for the purchase of a new Class 4 ARFF Truck at the Joplin Regional Airport on an emergency basis.

Background: The Joplin Regional Airport submitted a *Request for Financial Support for Aircraft Rescue Firefighting (ARFF) Equipment beyond Minimum Part 139 Requirements* at the first of this year. This submission requested Airport Improvement Program (AIP) funding for Aircraft Rescue and Firefighting (ARFF) equipment that goes beyond the airport's current ARFF Index requirements.

Joplin Regional Airport is currently an Index A airport with less than 5 daily departures of Index B sized aircraft (E175, CRJ-700, etc.). Our current operations include two Class 3 ARFF trucks. Since February 2017 there has been an increase in the size of aircraft operating at JLN that require an Index B response. The projected commercial service growth could increase the frequency of Index B sized aircraft to more than 5 daily departures per day within the next 5 years which will require the Airport to be reclassified as an Index B facility.

Discussion: The FAA issued a Go Letter on April 11th for the procurement of a Class 4 ARFF Truck. Following the City of Joplin procurement policy a bid package was advertised on May 16th and we opened bids on June 14th. Oshkosh Airport Products was the low bidder and the bid was reviewed and approved by the FAA. The cost for this purchase will be paid from a future Grant based on a 95/5 Federal/Local share. The Oshkosh purchase price is a Lump Sum of $631,374.00. The Federal share will be $599,805.00 and the Local share will be $31,369.00.

Recommendation: Staff recommends approval of the Agreement by and between the City of Joplin and Oshkosh Airport Products, LLC for the purchase of a new Class 4 ARFF Truck at the Joplin Regional Airport on an emergency basis per section 2.12(4) of the Joplin Home Rule Charter.

U.S. Department
of Transportation

**Federal Aviation
Administration**

Central Region
Iowa, Kansas
Missouri, Nebraska

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

April 11, 2018

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

Re: Joplin Regional Airport (JLN); Joplin, MO
Potential AIP No. 3-29-0037-039

Subject: Initiation of Work for Proposed FY 2018 Project

Dear Mr. Stockam:

Proposed Project

The FAA is considering the following project(s) as part of the FY 2018 Airport Improvement Program (AIP):

Acquire Class 4 ARFF Vehicle	**$522,500.00**
Proposed Project Description	*Anticipated Federal Share*

The project(s) scope of work and anticipated Federal share are based on your Airport Capital Improvement Plan (ACIP) Data Sheet.

Contact me if you no longer plan to accomplish this work this year, the scope has changed, or the cost estimate has changed significantly.

Purpose and Limitations of Letter

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.

What you need to do now

To compete for funding this fiscal year, you should complete the following actions:

- Review your estimate of probable costs and contact our office if there is a significant increase or decrease in the required Federal share.

- Evaluate your progress in meeting your 3-year DBE Program goal. If you have any questions regarding your DBE Program, contact Ms. Ofelia Medina at (310) 725-3945 or ofelia.medina@faa.gov.
- Initiate actions that require long lead times.

Proposed Schedule of Sponsor Actions

Please complete the following actions no later than the date proposed. Contact me if you cannot meet these deadlines.

Submit 30% Engineer's Report and Preliminary CSPP by **4/20/2018**

Submit 90% Engineer's Report, Plans, Specifications, and Draft CSPP by **5/4/2018**

Open Bids by **6/4/2018**

Submit Grant Application..... **6/12/2018**

Detailed Guidance

Detailed guidance regarding each of the above steps can be found in the AIP Sponsor Guide located at http://www.faa.gov/airports/central/aip/sponsor_guide/.

Questions

If you have any questions, please contact me at (816) 329-2643 or dan.wilson@faa.gov.

Sincerely,

Dan Wilson, P.E.
Regional Pavement and Equipment Engineer

	ONE CLASS 4 ARFF FIRE APPARATUS 2018-05		
	BID TABULATION		
	Supplier	**Bid**	**Delievery**
	FAA Estimite	$550,000	
1)	UNRUH FIRE	no bid	
2)	ROSENBAURER AMERICA	$ 639,703.00	365 calendar days
3)	OSHKOSH CORPORATION	$ 631,374.00	300 calendar days
4)	FELD FIRE	no bid	
5)	JONS MID AMERICA	no bid	
6)	E-ONE	$ 677,027.00	365 calendar days
7)			



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FOLLOW NO ONE.

OSHKOSH AIRPORT PRODUCTS

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- Rear steer dramatically reduces tire wear and improves turning radius

Innovative Fire Suppression
- Crosslays allow access to handlines from either side of truck
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Smart Design
- Modular cab layout with switching and controls logically placed
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- Walk-in service ports with single-location filters
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- 24/7/365 support available
- Comprehensive parts/technical support at **airportproductsupport.com**
- Dedicated professional operators and maintenance training available

COUNCIL BILL NO. 2018-128 ORDINANCE NO.

AN ORDINANCE authorizing the approval of the purchase by and between the City of Joplin and Oshkosh Airport Products, LLC for the purchase of a new Class 4 ARFF Truck 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 Oshkosh Airport Products, LLC not to exceed the amount of six hundred thirty-one thousand three hundred seventy-four dollars ($631,374.00) for the purchase of a new Class 4 ARFF Truck 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(4) 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 J. Gollhoffer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 16, 2018

Item: COUNCIL BILL NO. 2018-129
Originating Department: PUBLIC WORKS - AIRPORT

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

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 design of the Reconstruction of Taxiway D at the Joplin Regional Airport on an emergency basis.

Background: The engineering firm of Crawford, Murphy & Tilly, Inc. is currently amending the Pavement Management Plan to document the impact that the commercial airline equipment upgrade (heavier aircraft) is having on the existing pavement. The up-gage in aircraft size occurred in February of 2017 and we have been monitoring the changes/impact in the pavement structure since that time.

The preliminary results of this monitoring reflected a significant deterioration in the pavement structure for Taxiway D. In our discussion with the FAA they felt that we needed to begin addressing the situation immediately.

Discussion: The FAA issued a Go Letter on June 6th for the design portion of the reconstruction project. An Independent Fee Estimate (IFE) was conducted as per FAA regulations to verify the contract amount. The cost for this agreement will be paid from a future Grant based on a 95/5 Federal/Local share. The CMT design contract is a Lump Sum of $327,209.57. The Federal share will be $310,849.00 and the Local share will be $16,360.57.

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

U.S. Department
of Transportation

Federal Aviation Administration

Central Region
Iowa, Kansas
Missouri, Nebraska

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

June 6, 2018

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

Re: Joplin Regional Airport (JLN); Joplin, MO
Potential AIP No. 3-29-0037-040

Subject: Initiation of Work for Proposed FY 2018 Project

Dear Mr. Stockam:

Proposed Project

The FAA is considering the following project(s) as part of the FY 2018 Airport Improvement Program (AIP):

Design For The Reconstruction Of Taxiway Delta From Runway 18 To Runway 13/31	**$301,268.00**
Proposed Project Description	*Anticipated Federal Share*

The project scope of work and anticipated Federal share are based on your Airport Capital Improvement Plan (ACIP) Data Sheet.

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. All work activities performed prior to Congressional release of funds is at the sponsor's initiative.

Proposed Schedule

Please follow the schedule outlined in the pre-design conference held on June 6, 2018. If the schedule changes please let me know.

Detailed Guidance

Detailed guidance of the AIP grant process is located in the Central Region Sponsor Guide located at http://www.faa.gov/airports/central/aip/sponsor_guide/.

Questions

If you have any questions, please contact me at (816) 329-2629 or justin.collier@faa.gov.

Sincerely,

Justin Collier

Justin Collier, P.E.
State Airport Engineer - Missouri and Nebraska

CARL JUNCTION

COUNTY ROAD

LEGEND

PROPOSED TAXIWAY D PAVEMENT

PROPOSED TAXIWAY E PAVEMENT

FUTURE TAXIWAY F PAVEMENT

SCALE
0 300 600 900

3345'

3171'

TWY D4

TWY D3

TWY D2

PROPOSED TAXIWAY D

PROPOSED TAXIWAY D

TWY D1

TWY C

TWY B

TWY A

TWY C

TWY C1

TAXIWAY C

TWY A

PROP. TWY E

TAXIWAY K

FUTURE TAXIWAY F

TWY F

TAXIWAY F

TAXIWAY E

TWY E1

TWY F

DENNIS WEAVER DRIVE

MCARTHUR BOULEVARD

NORTH MAIN STREET

TWY F

6/13/2018
K:\JoplinMOAp\18092-02\Draw\Exhibit\Option_2.dgn

REVISIONS		
NUMBER	BY	DATE

0 1 2
THIS BAR IS EQUAL TO 2" AT FULL SCALE (34X22). PLOT 1

JOPLIN REGIONAL AIRPORT

7331 MISSOURI 43
WEBB CITY, JASPER COUNTY, MO 64870

RECONSTRUCT TAXIWAY D

AIP PROJECT – 3-29-0037-040

CMT

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ONE MEMORIAL DRIVE, SUITE 500, ST. LOUIS, MO 63102
PHONE 314.436.4555 www.cmtengr.com
PROFESSIONAL ENGINEERING - 000631

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FILE:	Option_2.dgn
DESIGN BY:	TWM
DRAWN BY:	TWM
CHECKED BY:	TCS
APPROVED BY:	TCS
DATE:	JUNE 15, 2018
JOB No:	18092-02

FIGURE 4-2
PROPOSED ALIGNMENT
OPTION #2

SHEET XX OF 112 SHEETS

Airport Name: Joplin Regional Airport
Project No.: 3-29-0037-040
County: Jasper

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 04/01/2016)

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

WITNESSETH:

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

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; and

WHEREAS, 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 Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C)

(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 Section (23)(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 Section (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 Code of Federal Regulations (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 written consent 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) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "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 in Exhibit II of 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 for those additional services. Any changes in the maximum compensation and fee, 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 in Exhibit III of 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 Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been detected by the Consultant through reasonable diligence.

(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; and if none are expressly established in this Agreement, published manuals and policies of FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as publisihed and in effect on the date of this Agreement.

(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 of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is 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 and specifications submitted for review by permit authorities, and plans and 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% of the total Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

(C) 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. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award

and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) 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 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs 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 DBEs 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. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs 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 DBEs 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 and FAA.

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 DBEs 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. 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 DBEs 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 Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (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 DBEs 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 DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

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

E. Selected portions of the services to be performed by DBEs 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 DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs 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 at least 0% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB-CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)

N/A					
TOTAL DBE PARTICIPATION				$0.00	0.0%

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to FAA.

(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):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
Palmerton & Parrish	12958 State Highway 47 Marthasville, MO 63357	Geotechnical Investigation	$15,000.00
Allgeier, Martin and Associates, Inc.	7231 East 24th Street Joplin, MO 64804	Survey	$22,500.00

(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 of its authorized representatives (or any authorized representative of FAA or 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, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by FAA, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

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

2. Automobile Liability: $500,000.00 per person 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 Liability: $1,000,000.00, each claim and in the annual aggregate.

(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 Section (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 or FAA. 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 Twenty-Five Thousand Dollars ($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 on the following basis: labor, overhead and profit will be paid for as a lump sum cost of of **$327,209.57,** 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. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(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, Procurement, Management, and Administration of Engineering and Design Related Services. 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 in Subsections (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, when requested by the Sponsor

and/or FAA. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars ($25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

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.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(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 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned 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 30 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. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurredduring the period of the Agreement.

The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received 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 all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding 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 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 percent 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 Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. 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. 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, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to FAA approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to 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) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performace of the Project;

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issed the termination for the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of

terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultnat harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(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 CFR Part 401. The standard patent rights clause at 37 CFR § 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. Subsection (l) of the clause, entitled "communication" shall read as follows: "(l) Communication. All notifications required by this clause shall be submitted to the Sponsor ".

IV. The following terms in 37 CFR 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, FAA, and/or FAA in data files compatible with MicroStation V8i (specify CADD version) and Adobe PDF. 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 calendar 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. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the 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 within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) 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 Subsections (13)(C) and (D) does 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 Subsections (13)(C) and (D).

(F) Not withstanding Subsections (13)(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, FAA, 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 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 person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person 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) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) 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.

(F) Any insurance policy required as specified in Section (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: During the performance of this Agreement, the Consultant, for itself, its assigns, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be

notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives 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 FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor, or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it, FAA, or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or

2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor, or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the bais of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA’s nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activites with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq*.).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of FAA.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to 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 disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restrictions Certification – 49 U.S.C. § 50104, 49 CFR Part 30:

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

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

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

2. This certification concerns a matter within the jurisdiction of 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.

3. The Consultant must 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 circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. 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:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by oen or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

5. 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.

6. The Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. 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 for default at no cost to the Sponsor, or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law,

the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

2. The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars ($3,500) and involve driving a motor vehicle in performance of work activities associated with the project.

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full

text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H): The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*.).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier subconsultant agreement that exceeds $25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

A. Checking the System for Award Management at website: https://www.sam.gov.

B. Collecting a certification statement similar to the statement in Subsection (20)(E)1. Above.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(21) 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 Warren 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 Warren 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.

(22) 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, the FAA, and the Comptroller General of the United States 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.

(23) 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 - Manager		
SPONSOR'S NAME	City of Joplin, Missouri		
SPONSOR'S ADDRESS	602 S. Main St., 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, P.E.		
CONSULTANT'S NAME	Crawford, Murphy & Tilly, Inc.		
CONSULTANT'S ADDRESS	One Memorial Drive, Suite 500 St. Louis, MO 63102		
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.

(24) 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.

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are 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 Consultant's lawyers, accountants, insurers, and 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.

(26) 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.

(27) 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.

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars ($50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

(29) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Consultant.

(30) 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 entered into this Agreement, executed by their respective proper officials, on the date last written below.

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

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

Sponsor: City of Joplin, Missouri	Consultant: Crawford, Murphy & Tilly, Inc
By: _____ Signature	By: _____ Dan Meckes
Title: _____	Title: President, CMT, Inc.
ATTEST:	ATTEST:
By: _____ Signature	By: _____ Signature
Title: _____	Title: _____

EXHIBIT I

PROJECT DESCRIPTION

1. Perform topographical design survey.

2. Perform geotechnical investigation.

3. Design and Bidding Phase services for the Reconstruct Taxiway D from Runway 18 to north of the GA Ramp at the Joplin Regional Airport.

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:

The Consultant will perform a topographical survey and geotechnical investigation required for project design and produce engineer's design report, construction plans, construction documents/technical specifications, tabulation of construction quantities and engineer's opinion of probable construction costs. The Consultant will assist the Sponsor with the preparation of any addenda during the bidding process and will conduct the prebid meeting. All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and FAA requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA. The improvements that are being designed on the project shall be consistent with a current and approved Airport Layout Plan.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

BASIC SERVICES

1. Preliminary

    a. Perform site inspections and attend scoping meeting with Sponsor for project formulation.

    b. Develop preliminary engineer's opinion of probable construction cost and project budget.

    c. Attend kick off meetings with both FAA and City officials to discuss project scope, formulation, process, and coordination efforts.

2. Design Phase

    a. Prepare preliminary design report (bound) bearing the engineer's seal. As a minimum, the design report will include:

- Description of work (including AIP participation limits).
- Listing of applicable design standards and Advisory Standards.
- Design Considerations for airport Operational Safety.
- Summary of the design computations.
- Justification for selection of design materials.
- Life Cycle analysis (if applicable) and recommendations.
- Identification of modifications to FAA standards along with the reason(s) and justifications for the modifications.
- Summary of preliminary project budget including an engineer's opinion of probable construction cost.

Other items for possible inclusion are as follows but not limited to:

- Predesign meeting minutes.
- Site Conditions including photographs. Pavement design calculations and proposed typical sections.
- Geotechnical investigation and laboratory test results.
- Analysis of alternatives (life cycle) and recommendations.
- Drainage analysis/calculations.
- Pavement marking analysis.
- Seeding/top soiling considerations.
- Lighting system design/calculations (incl. apron area lighting).
- Analysis of Part 77 obstruction criteria as applied to this site.
- Utility Evaluation.
- A list of any proposed modifications to design/construction standards and other FAA standards along with the reason(s) and justifications for the modifications.
- An engineer's opinion of probable construction cost.
- Miscellaneous work items.
- Summary of recommendations.

b. Prepare construction plans and contract documents/technical specifications in accordance with current FAA standards, and other criteria.

1) Prepare construction plans:

The construction plans will be incorporated into the Contract Documents/Technical Specifications and delineate the improvements in the project. The construction plans will generally include the following:

- 30% Preliminary Report
- Title sheet with project name/description, location map, index of sheets and runway data table.
- General airport layout plan with safety/construction phasing

plan.
- General notes and summary of quantities (FAA specification items).
- Demolition and clearing/grubbing plan.
- Typical pavement sections.
- General site grading plan/specific grading and surface drainage plans for the taxiway.
- Temporary erosion control plan and details
- Drainage details.
- Marking plans and details.
- Miscellaneous ancillary details.

2) Prepare Contract Documents/Technical Specifications.

3) Revise plan quantities and preliminary engineers' opinion of probable construction cost and project budget.

4) Submit Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction costs and project budget to the Sponsor and FAA for review and comments. The Sponsor and FAA will each be provided with one (1) copy of each document.

5) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments from the Sponsor and FAA.

6) Submit a final, sealed/signed copy, to the Sponsor, and the FAA (one copy each) of the following documents:
   - Design Report
   - Construction Plans
   - Contract Documents/Technical Specifications

   Engineer’s Opinion of Probable Construction Cost and Project Budget

3. Bidding Phase

a. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)

b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.

c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical

Specifications during the bidding phase.

d. Attend and conduct the pre-bid meeting and record minutes.

e. Attend and conduct the bid opening, tabulate and analyze bid results, review contractor's qualifications, and make recommendation of contract award to Sponsor.

CONSTRUCTION SERVICES

These services can be added by Supplemental Agreement per Section (17) of this Agreement.

Notes:
For Final documents that are required to be sealed, signed, and dated, electronic submittal is acceptable to the FAA when the Consultant has electronic signature capabilities.

For documents not required to be sealed, signed, and dated, electronic submittal is acceptable to the FAA.

EXHIBIT IIA
CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED PROJECTS

Updated March 25, 2016

View the most current versions of these ACs and any associated changes at http://www.faa.gov/airports/resources/advisory_circulars/.

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Progress
150/5100-13B	Development of State Standards for Non Primary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30C Change 1	Airport Winter Safety and Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities

150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Show and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13 A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
105/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems

150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884 Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure

150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13 Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports by Individuals with Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 – 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150-5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150-5370-12B	Quality Control of Construction for Airport Grant Projects
MoDOT	MoDOT DBE Program- http://www.modot.org/ecr/index.htm

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

6. Pay all publishing costs 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.

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

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

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

10. Designate contact person (see Section (23)(A)).

11. Pay costs for title searches.

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT

JOPLIN, MISSOURI

RECONSTRUCTION OF TAXIWAY D FROM RUNWAY 18 TO NORTH OF GA RAMP

SUMMARY OF COSTS

July 2, 2018

	Fee	Hours
Reconstruction of Taxiway D	$276,071.85	2,111
Front End and Bidding Services	$51,137.72	342
Total	**$327,209.57**	**2,453**

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
RECONSTRUCTION OF TAXIWAY D FROM RUNWAY 1 TO NORTH OF GA RAMP
DESIGN PHASE SERVICES
July 2, 2018

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	12	$77.58	$930.96
Senior Project Engineer	170	58.97	$10,024.90
Project Manager	0	47.57	$0.00
Senior Engineer	844	37.51	$31,658.44
Engineer	951	29.10	$27,674.10
Senior Planner	0	36.23	$0.00
Planner	0	25.39	$0.00
Registered Land Surveyor	0	40.79	$0.00
Senior Technician	134	35.67	$4,779.78
Technician	0	22.36	$0.00
Clerk/Secretary	0	22.36	$0.00
	2,111		

Total Direct Salary Costs = $75,068.18

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 172.42 % = $129,432.56

3 SUBTOTAL:

Items 1 and 2 = $204,500.74

4 PROFIT:

15 % of Item 3 Subtotal = $30,675.11

Subtotal $235,175.85

5 OUT-OF-POCKET EXPENSES:

a. Mileage	3600	Miles @	$0.55	/ Mile =	$1,980.00
b. Meals	6	Days @	$32.00	/ Day =	$192.00
c. Motel	2	Nights @	$112.00	/ Night=	$224.00
d. Printing and Shipping				=	$1,000.00

Total Out-of-Pocket Expenses = $3,396.00

6 SUBCONTRACT COSTS:

a. Topographic Survey = $22,500.00
b. Geotechnical Consultant = $15,000.00

= $37,500.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $276,071.85

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
FRONT END DOCUMENTS AND BIDDING PHASE SERVICES
DESIGN AND BIDDING PHASE SERVICES
July 2, 2018

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	$77.58	$0.00
Senior Project Engineer	104	58.97	$6,132.88
Project Manager	0	47.57	$0.00
Senior Engineer	164	37.51	$6,151.64
Engineer	48	29.10	$1,396.80
Senior Planner	0	36.23	$0.00
Planner	0	25.39	$0.00
Registered Land Surveyor	0	40.79	$0.00
Senior Technician	16	35.67	$570.72
Technician	0	22.36	$0.00
Clerk/Secretary	10	22.36	$223.60
	342		

Total Direct Salary Costs = $14,475.64

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 172.42 % = $24,958.90

3 SUBTOTAL:

Items 1 and 2 = $39,434.54

4 PROFIT:

15 % of Item 3 Subtotal = $5,915.18

Subtotal $45,349.72

5 OUT-OF-POCKET EXPENSES:

a. Mileage	1200 Miles	@	$0.55 / Mile	=	$660.00
b. Meals	4 Days	@	$32.00 / Day	=	$128.00
c. Motel	0 Nights	@	$112.00 / Night	=	$0.00
d. Printing and Shipping				=	$5,000.00

Total Out-of-Pocket Expenses = $5,788.00

6 SUBCONTRACT COSTS:

a. = $0.00

= $0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $51,137.72

Exhibit V

JOPLIN REGOINAL AIRPORT
JOPLIN, MISSOURI

BASIC AND SPECIAL SERVICES
RECONSTRUCTION OF TAXIWAY D
July 2, 2018

Classification: Gross Hourly Rate:		Principal $243.04	Senior Project Engineer $184.74	Project Manager $149.03	Senior Engineer $117.51	Engineer $91.17	Senior Planner $113.50	Planner $79.54	Registered Land Surveyor $127.79	Senior Technician $111.75	Technician $70.05	Clerk/ Secretary $70.05	Other Costs
A. DESIGN SERVICES													
1. Reconstruction of Taxiway B:													
Project Management (status reports, project coordination, invoicing)			16										
7460-1 Submittal			2		8	16							
Coordinate surveys, geotechnical investigation, add results to project manual.					12								
Review record drawings			8		8	40							
Design Report			40		90	90				12			
Cover Sheet/Title Block					4	2				2			
Index, Legends, Sum of Quantities Sheets			2		4	8							
Construction Safety and Phasing Plan (CSPP)			12		80	100							
General Notes			2		30	10							
Demolition Sheets			4		60	100				12			
Pavement Geometry/Typical Sections			4		60	120				12			
Site Grading and Drainage, Details			4		140	120				24			
Layout/Pavement Marking Plans			2		40	80				24			
Pavement Marking Details			2		8	30				16			
Electrical Layout and Details			4		110	90				24			
Prepare cost estimates			8		30	45							
Prepare project technical specifications			20		80	40							
Internal quality control review		12	20		40	20							
Address Sponsor/FAA comments and seal sheets			20		40	40				8			
Total hours =	2,111	12	170	0	844	951	0	0	0	134	0	0	(1,2,3,4,5)
Total =	$276,071.85	$2,916.54	$31,406.31	$0.00	$99,180.51	$86,698.25	$0.00	$0.00	$0.00	$14,974.24	$0.00	$0.00	$40,896.00
2. Front End Specifications and Bidding Phase:													
Prepareagenda and attend pre-design meeting			20										
Site Visits, Field Review			40		60								
Prepare Front End Specifications			8		40								
Permit review and applications			4		20	20							
Send plans to contractors and answer questions			12		12	8						6	
Addendum Issuance (if necessary)			4		8	20				16		4	
Conduct pre-bid meeting and send out minutes (inc. travel)			12		16								
Assist sponsor with the bid opening (do not attend)			2										
Review bids, prepare bid tab, and recommend award			2		8								
Total hours =	342	0	104	0	164	48	0	0	0	16	0	10	(1,2,3,4,5)
Total =	$51,137.72	$0.00	$19,213.27	$0.00	$19,272.04	$4,375.94	$0.00	$0.00	$0.00	$1,787.97	$0.00	$700.50	$5,788.00
TOTAL =		**$327,209.57**											

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Printing and Shipping

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 Design Report	**(45)** calendar days after receipt of NTP
	2.	Plans & Specifications	
		a. Submittal of 100% Plans and Contract Documents/Specifications for review (allow 45 days for FAA review)	**(90)** calendar days after receipt of NTP
		b. Submittal of Final Design Report and Plans and Contract Documents/Specifications for bidding	**(15)** calendar days after receipt of review comments (FAA & Sponsor)
C.	Bidding Phase		As Required

CONSTRUCTION SERVICES

1.	Construction Services	As Required

EXHIBIT VII

REQUIRED FEDERAL CLAUSES

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER TONTRACTOR" OR "LOWER TIER CONTRACTOR"SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

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.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives 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 Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252),(prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of 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.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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 an Offeror or subcontractor:

a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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 contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

    1) Perform the services within the time specified in this contract or by Owner approved extension;

    2) Make adequate progress so as to endanger satisfactory performance of the Project;

    3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

    1) Defaults on its obligations under this Agreement;

    2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;

    3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination

settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1) Checking the System for Award Management at website: https://www.sam.gov.

2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.

3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

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.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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.

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

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 Section 1352, Title 31, U.S. Code. 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.

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its 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 agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

COUNCIL BILL NO. 2018-129 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 design of the Reconstruction of Taxiway D 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 three hundred twenty-seven thousand two hundred nine dollars and fifty-seven cents ($327,209.57) for the design of the Reconstruction of Taxiway D 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.

Section 4. That the City of Joplin declares that this ordinance relating to 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 herby declares that this ordinance shall be in full force and effect from and after 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.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhoffer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Airport Fund to pay the amounts called for on the basis of the negotiated fee received by the City of Joplin.

_____
Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 16, 2018
Council Bill No. 2018-130

Item: Amendment 2 to Work Authorization Number AND-DR2-PAP7-2-Additional Services with Anderson Engineering, Inc. for Construction Phase Services for Sidewalk, Curb & Gutter, and Street Projects in the Recovery Area.

Originating Department: Public Works – Engineering

Attachments: 1) Project Location Map
2) Amendment 2 to Work Authorization AND-DR2-PAP7-2-Additional Services
3) Council Bill No. 2018-130

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 Amendment 2 of Work Authorization Number AND-DR2-PAP7-2-Additional Services with Anderson Engineering, Inc. for the not to exceed amount of Eighty-Four Thousand Three Hundred Fifty and 00/100 Dollars ($84,350.00) for Construction Services for Sidewalk, Curb & Gutter, and Street Projects in the Recovery Area funded with Community Development Block Grant-Disaster Recovery funds.

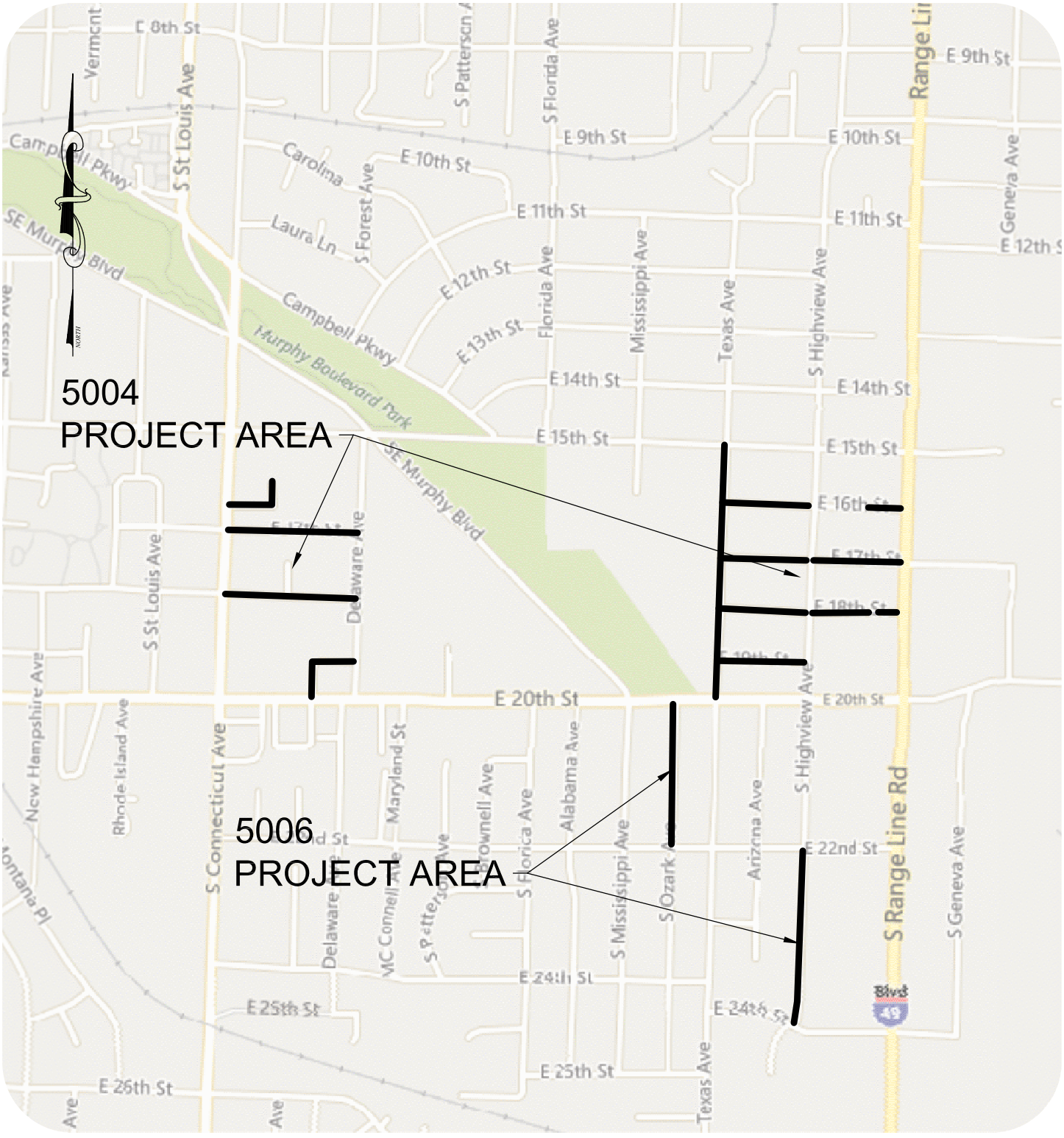
Background: In 2013 the City of Joplin Council reviewed and approved the "Joplin Community Phase II Recovery Plan". City staff then worked with various consulting firms and contractors to complete many of the projects included in the plan approved by Council. Due to the large number of infrastructure 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: In October of 2016, City Council approved a contract with Anderson Engineering, Inc., for the design, bidding and construction management of all the prioritized Street, Sidewalk, Curb & Gutter, and Storm Water Projects in Anderson Engineering's portion of the Recovery Area. Then, on November 21, 2016, Council approved Work Authorization No. AND-DR2-PAP7-2-Additional Services, which added construction staking and material testing to Anderson Engineering's scope of work for only their then-funded projects. At that time, the list of Anderson's projects with sufficient construction funding did not include all of the prioritized projects previously identified. Now, however, after the successful completion of many projects under budget, the program has enough available funds to finance the construction of two more of the prioritized projects. This amendment to Anderson Engineering's Work Authorization extends these field services—construction staking and material testing—to these last two projects. The two projects are surface projects within the recovery area and are shown on the attached maps. The overall program is on schedule to be completed before the Fall of 2019 which is the overall CDBG-DR expenditure deadline. Amendment 1 incorporated the current fee schedule.

Recommendation: Staff recommends Approval of Amendment 2 to Work Authorization Number AND-DR2-PAP7-2-Additional Services with Anderson Engineering, Inc. for the not to exceed amount of Eighty-Four Thousand Three Hundred Fifty and 00/100 Dollars ($84,350.00) for Construction Services for Sidewalk, Curb & Gutter, and Street Projects in the Recovery Area be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

SURFACE IMPROVEMENTS

5004 & 5006



LOCATION MAP

1" = 1000'

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Anderson Engineering, Inc. Address: 811 E 3rd Street Joplin, MO 64801	
Attention: David Hertzberg, P.E. dhertzbe@joplinmo.org		Attention: Neil Brady, P.E., nbrady@andersonengineeringinc.com Jason Eckhart, P.E., jeckhart@andersonengineeringinc.com	
Department: Public Works		Phone: 417.782.7399	Fax: 417.782.7398
Phone: 417.624.0820 x 500	Fax: 417.625.4738	CDBG Project 2, Non-LMI Additional Services	

AMENDMENT 2 TO WORK AUTHORIZATION NUMBER AND-DR2-PAP7-2 – Additional Services
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 2 to be paid to the Engineer under the terms of Work Authorization Number AND-DR2-PAP7-2 – Additional Services exceed the sum of **Eighty-four Thousand Three Hundred Fifty and 00/100 Dollars ($84,350.00).**

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

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

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

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

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

As of January 1, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Anderson Engineering, Inc.

By: Jason Eckhart

Printed Name: Jason Eckhart, P.E.

Title: Vice President

Date: 5/22/18

CITY OF JOPLIN, MISSOURI

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

Date: _____

By: _____
Troy Bolander
Director of Planning & Development

Date: _____

Exhibit A

for
Amendment 2
Work Authorization Number
AND-DR2-PAP7-2 – Additional Services

Table of Contents

City of Joplin Standard Scope of Services
Additional Services Cost Estimate
Additional Services Scope
Fee Schedules

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, schedule and conduct mandatory pre-bid conferences, 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:

    a) 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.

    b) Other Project Related Expenses: Other project related expenses not related to travel will be invoiced in accordance with the Exhibit B and will not be subject to mark-up.

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

    d) Project Construction Costs: The Engineer will track construction costs by funding source.

~~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 statementsand 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.

B2.01 *Right of Way Negotiation/Acquisition Services*

A. The Consultant shall be responsible for the following acquisition activities under this Scope of Services. All Right of Way acquisition activities will comply with HUD Uniform Relocation Act, City of Joplin, MoDot and LPA Guidelines

Pre-Qualification of Consultant Employees/Subcontractors

Project Timeline: Coordinate timeline with city staff.

Titlework/Titlework Updates: Acquire/update title search for each parcel.

Preparation/Review of Legal Instruments: Prepare legal documents using standard right-of-way and easement forms.

Preparation of Individual Parcel Files: Set up and maintain right of way acquisition file for each parcel. Send appropriate notices to property owners as required by funding source and city policy. Prepare detailed Negotiator's Report for each property to include owner information, all contacts, attempted contacts, or other related activity.

Appraisals, Updates: Arrange for appraisals and appraisal updates as required. Appraisal formats to be used (value analysis, value finding, short form, detailed appraisal) will be coordinated with city staff.

Appraisal Review: Arrange for appraisal review when appraisals are conducted.

Acquisition: Contact owners and arrange on site or office meetings to review project or compensation details. Obtain signatures and provide notary services for each required document after agreement has been reached.

Preparation of compensation packet – for appropriate city review and payment: Review counter offers, special requests or conditions with city staff.

Closings: Obtain signatures and provide notary services for each required document after agreement has been reached. Forward signed documents to city staff. Deliver payment to property owner. Forward file to city staff if agreement cannot be reached with property owner.

Relocation Assistance when applicable

Relocation Review

Project Status Reports: Provide status updates during scheduled project coordination meetings and as requested by city staff.

~~*Final File Disposition:* Submit electronic copy of Individual Parcel Files to city.~~

~~C2.01 *Construction Inspection and Administration Services*~~

~~A. The Consultant shall be responsible for the following construction inspection and construction administration activities under this Scope of Services.~~

~~1. *On-site Inspection and Verification:* Provide inspection services and oversee construction to verify compliance with construction plans. Coordinate and schedule construction verifications and inspections as needed.~~

~~2. *Testing:* Provide testing services for soils, concrete, steel, masonry, materials, and other items as needed.~~

~~3. *Coordination:* Coordinate project activities with project staff, city staff, and contractors to ensure timely delivery of construction materials and services; review construction pay applications; conduct wage rate interviews; review payroll reports; verify materials and quantities.~~

~~4. *Project Diary:* Keep a daily project diary and provide a weekly activity report to city project staff.~~

~~5. *Reporting:* Attend weekly project coordination meetings; assist the city in developing and meeting quarterly federal reporting requirements; ensure adherence to federally required construction provisions and all city policies.~~

~~6. *Verification*: Verify Contractor and Sub-contractor are in good standing at SAM.gov.~~

7. *Field Surveying:* Perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein.

8. *Materials Testing:* Perform the following materials testing services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein.

Project Name/Description Work Authorization AND-DR2-PAP7-2
Consultant Anderson Engineering, Inc.

Engineering Services Agreement

Article 1 of the Agreement dated September 17, 2015, is supplemented to include the following agreement of the parties.

Engineer shall provide Additional Services for Field Surveying for the following projects at the costs shown:

	Sub-Project	Estimated Cost
1.	5004 Surface Projects	$12,850
2.	5006 Surface Projects	$9,900
	Subtotal Field Surveying	**$22,750**

Detailed descriptions of services to be provided for each project are included Part 2 - ADDITIONAL SERVICES below.

Engineer shall provide Additional Services for Materials Testing for the following projects at the costs shown:

	Sub-Project	Estimated Cost
1.	5004 Surface Projects	$42,200
2.	5006 Surface Projects	$19,410
	Total	**$61,600**

Detailed descriptions of services to be provided for each project are included Part 2 - ADDITIONAL SERVICES below.

1. 5004 Surface Projects – Field Staking

Anderson Engineering, Inc. shall perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

1. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements.

2. Stake Demolition: Set points to be used for the location of saw cuts for demolition.

3. Stake Temporary Easements and Right-of-Way: Set points to be used for the location of temporary construction easements and permanent right-of-way.

4. Stake Curb & Gutter: Set offset stakes for construction of concrete curb & gutter. Stakes shall be set at 25 foot horizontal intervals and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to top/back of curb.

5. Stake ADA Ramps and Truncated Domes: Set offset stakes for construction of ADA Ramps. Stakes shall indicate cut/fill to finish grade.

6. Stake Paved Concrete Drive Approaches: Set offset stakes for construction of driveway approaches. Stakes shall indicate cut/fill to finish grade.

7. Stake Sidewalk: Set offset stakes for construction of concrete sidewalk. Stakes shall be set at 25 foot horizontal intervals and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to finish grade.

8. Stake Stormwater Improvements: Set two offset stakes for each curb inlet per plans. Stakes shall indicate cut/fill to flow lines and inlet tops.

9. Other Staking: All items will be staked ONE TIME, including mileage and supervision. This Scope of Services does not include any re-staking. Re-staking or any other items not covered in this Scope of Services that are requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

2. 5006 Surface Projects – Field Staking

Anderson Engineering, Inc. shall perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

1. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements.

2. Stake Demolition: Set points to be used for the location of saw cuts for demolition.

3. Stake Curb & Gutter: Set offset stakes for construction of concrete curb & gutter. Stakes shall indicate cut/fill to top/back of curb.

4. Stake Sidewalk: Set offset stakes for construction of concrete sidewalk. Stakes shall be set at 25 foot horizontal intervals and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to finish grade.

5. Other Staking: All items will be staked ONE TIME, including mileage and supervision. This Scope of Services does not include any re-staking. Re-staking or any other items not covered in this Scope of Services that are requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

1. 5004 Surface Projects – Materials Testing

Anderson Engineering, Inc. shall perform the following materials testing services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

Testing Operation

SOIL

Subgrade Evaluation - 20 Tests

Compaction testing of Subgrade Soil - 10 Tests

Sample Pickup - 6 Tests

Nuclear Density Test for Subgrade - 30 Tests One test every 5000 square feet

Atterberg Limits - 2 Tests

Standard Proctor - 2 Tests

Particle Size Analysis - 2 Tests

Moisture Content - 2 Tests

BASE ROCK

Sample Pickup - 4 Tests One per 1000 tons

Compaction Testing of Base Rock - 8 Tests One test every 5000 square feet

Thickness Verification of Base Rock - 8 Tests One test every 5000 square feet

Nuclear Density Test for Base Rock - 12 Tests One test every 5000 square feet

Standard Proctor - 2 Tests

Sieve Analysis - 2 Tests One per 1000 tons

Deleterious Materials - 2 Tests One per 1000 tons

LA Abrasion - 2 Tests One per 1000 tons

Sulfate Soundess - 5 Cycle - 2 Tests One per 1000 tons

Specific Gravity - 2 Tests One per 1000 tons

Flat and Elongated Pieces - 2 Tests One per 1000 tons

Atterberg Limits - 2 Tests One per 1000 tons

ASPHALT

Asphalt Sample Collection during Placement - 18 Tests 1500 tons per day of asphalt placed per day.

Dry Material Sample Collection at Plant - 36 Tests 2 days, twice per day

Compaction Testing of Surface Course - 36 Tests

Rolling Straightedge - 20 Tests

Rolling Straightedge Assistance - 20 Tests

Nuclear Density Test for Surface Course - 50 Tests Three per day (2 days)

Sieve Analysis of Coarse Aggregate - 12 Tests Twice a day (2 days)

Sieve Analysis of Fine Aggregate - 12 Tests Twice a day (2 days)

Sieve Analysis Combined Aggregate - 12 Tests Twice a day (2 days)

Extraction Gradation (MODOT Compliance) - 10 Tests Every 300 Tons (840 tons of surface)

Deleterious Materials (MODOT Compliance) - 10 Tests Every 300 Tons

Theoretical Max Density (MODOT Compliance) - 10 Tests Every 300 Tons

Flat and Elongated Pieces (MODOT Compliance) - 10 Tests Every 300 Tons

LA Abrasion (MODOT Compliance) - 10 Tests Every 300 Tons

Specific Gravity - Fine (MODOT Compliance) - 10 Tests Every 300 Tons

Specific Gravity - Coarse (MODOT Compliance) - 10 Tests Every 300 Tons

CONCRETE
Testing of Curb & Gutter - 16 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards (slip form 500 ft/day and hand form 200ft/day
Testing of Sidewalks – 16 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards, 200 ft of 5 ft SW per day or 100 ft of 10 ft SW per day

Concrete Cylinder Pickup -12 Tests

Cylinder Compression Test - 64 Tests 4"x8"4 per set

Cylinder Compression - Not Tested - 16 Tests 4"x8" 1 extra per set

Other Materials Testing: All items will be performed as indicated above, including mileage and supervision. This Scope of Services does not include any materials testing or any other items not covered in this Scope of Services. All other materials testing that is requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

2. 5006 Surface Projects - Materials Testing

Anderson Engineering, Inc. shall perform the following field surveying services as requested by the Contractor or the Contractor's designated representative pursuant to the conditions herein:

Testing Operation

SOIL

Subgrade Evaluation - 8 Tests

Compaction testing of Subgrade Soil - 8 Tests

Sample Pickup - 4 Tests

Nuclear Density Test for Subgrade - 24 Tests One test every 5000 square feet

Atterberg Limits - 2 Tests

Standard Proctor - 2 Tests

Particle Size Analysis - 2 Tests

Moisture Content - 2 Tests

BASE ROCK

Sample Pickup - 2 Tests One per 1000 tons

Compaction Testing of Base Rock - 16 Tests One test every 5000 square feet

Thickness Verification of Base Rock - 8 Tests One test every 5000 square feet

Nuclear Density Test for Base Rock - 24 Tests One test every 5000 square feet

Standard Proctor - 1 Tests

Sieve Analysis - 1 Tests One per 1000 tons

Deleterious Materials - 1 Tests One per 1000 tons

LA Abrasion - 1 Tests One per 1000 tons

Sulfate Soundess - 5 Cycle - 1 Tests One per 1000 tons

Specific Gravity - 1 Tests One per 1000 tons

Flat and Elongated Pieces - 1 Tests One per 1000 tons

Atterberg Limits - 1 Tests One per 1000 tons

ASPHALT

Asphalt Sample Collection during Placement - 6 Tests 1500 tons per day of asphalt placed per day.

Dry Material Sample Collection at Plant - 12 Tests 2 days, twice per day

Compaction Testing of Surface Course - 8 Tests

Rolling Straightedge - 4 Tests

Rolling Straightedge Assistance - 4 Tests

Nuclear Density Test for Surface Course - 6 Tests Three per day (2 days)

Sieve Analysis of Coarse Aggregate - 4 Tests Twice a day (2 days)

Sieve Analysis of Fine Aggregate - 4 Tests Twice a day (2 days)

Sieve Analysis Combined Aggregate - 4 Tests Twice a day (2 days)

Extraction Gradation (MODOT Compliance) - 3 Tests Every 300 Tons (840 tons of surface)

Deleterious Materials (MODOT Compliance) - 3 Tests Every 300 Tons

Theoretical Max Density (MODOT Compliance) - 3 Tests Every 300 Tons

Flat and Elongated Pieces (MODOT Compliance) - 3 Tests Every 300 Tons

LA Abrasion (MODOT Compliance) - 3 Tests Every 300 Tons

Specific Gravity - Fine (MODOT Compliance) - 3 Tests Every 300 Tons

Specific Gravity - Coarse (MODOT Compliance) - 3 Tests Every 300 Tons

CONCRETE
Testing of Curb & Gutter - 20 Tests 1 Slump, Air, Temp, & Cyl set per 50 yards (slip form 500 ft/day and hand form 200ft/day

Concrete Cylinder Pickup - 5 Tests

Cylinder Compression Test - 40 Tests 4"x8"4 per set

Cylinder Compression - Not Tested - 10 Tests 4"x8" 1 extra per set

Other Materials Testing: All items will be performed as indicated above, including mileage and supervision. This Scope of Services does not include any materials testing or any other items not covered in this Scope of Services. All other materials testing that is requested by the Contractor or the Contractor's designated representative will be considered extra and will be billed to the Contractor at the hourly rate shown in the Fee Schedule included in this Exhibit A.

FEE SCHEDULE – SURVEYING
CITY OF JOPLIN – CDBG DR PROJECTS

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY FIVE DAYS ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY: _____ EFFECTIVE: 1/01/2018 thru 12/31/2018

NEIL S. BRADY, P.E., PRESIDENT

BASIC CHARGES

PERSONNEL (HOURLY RATES):

PRINCIPAL	$171.50
SURVEY MANAGER	$149.50
PROJECT SURVEYOR	$110.00
ASSOCIATE SURVEYOR	$98.50
TECHNICIAN III – CADD TECHNICIAN/PARTY CHIEF	$77.00
TECHNICIAN II - CADD TECHNICIAN/FIELD TECHNICIAN	$64.50
TECHNICIAN I - CADD TECHNICIAN/FIELD TECHNICIAN	$47.00
ONE MAN SURVEY CREW	$111.00
TWO MAN SURVEY CREW	$141.50
THREE MAN SURVEY CREW	$188.50
FOUR MAN SURVEY CREW	$235.50
GIS MANAGER	$109.00
GIS SPECIALIST	$82.50
DESIGNER III	$98.00
DESIGNER II	$89.00
DESIGNER	$80.50
CLERICAL	$47.50

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	CURRENT IRS STANDARD MILEAGE RATE
VEHICLE (SUBURBAN & 1 TON+)	CURRENT IRS STANDARD MILEAGE RATE
LASER SCANNING EQUIPMENT	$400.00/DAY
GPS EQUIPMENT	$270.00/DAY
ROBOTIC TOTAL STATION	$250.00/DAY
DRONE	$400.00/DAY
PRINTING PLANS	$0.50/SQ. FT

REIMBURSABLES: (AT COST) TRAVEL EXPENSES (INCLUDING MEALS AND LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

OVERTIME (OVER 8 HOURS PER DAY, 40 HOURS PER WEEK, SATURDAYS, SUNDAYS, AND HOLIDAYS):
1.5 TIMES THE HOURLY RATE.

HOURLY RATES: APPLY TO MEETING & TRAVEL TIME **DEPOSITION/COURT TIME:** 1.5 TIMES THE HOURLY RATE

FEE SCHEDULE - MATERIALS TESTING
CITY OF JOPLIN – CDBG DR PROJECTS

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY FIVE DAYS ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, MATERIALS, PROCEDURES, PRODUCTS, SAMPLING OR ACTIONS OF OTHERS.

ANDERSON ENGINEERING, INC., BY: _____ EFFECTIVE: 1/1/2018 thru 12/31/2018
NEIL S. BRADY, P.E., PRESIDENT

BASIC CHARGES

PERSONNEL (HOURLY RATES):

PRINCIPAL	$171.50
PROJECT MANAGER	$158.00
PROJECT ENGINEER	$141.00
ASSOCIATE ENGINEER	$118.50
DESIGN ENGINEER	$95.00
GEOLOGIST	$95.00
TECHNICIAN IV - SPECIALIST/LAB MANAGER	$94.50
TECHNICIAN III - SENIOR LAB/FIELD TECHNICIAN	$77.00
TECHNICIAN II - LAB/FIELD TECHNICIAN	$55.50
TECHNICIAN I - TECHNICIAN AIDE	$47.00
STRUCTURAL STEEL/AWS CERTIFIED WELD INSPECTOR	$72.00
ASNT TC-1A ULTRASONIC, MAG PARTICLE & DYE TESTING - LEVEL II	$89.00
DESIGNER	$80.50
CAD TECHNICIAN III	$77.00
CAD TECHNICIAN II	$64.50
CLERICAL	$47.50

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	CURRENT IRS STANDARD MILEAGE RATE
VEHICLE (SUBURBAN & 1 TON+)	CURRENT IRS STANDARD MILEAGE RATE
WATER TRUCK	$75.00/DAY + $0.68/MILE
COPIES	$0.10/EACH
PRINTING PLANS	$0.50/SQ. FT + TECHNICIAN TIME

REIMBURSABLES: (AT COST) TRAVEL EXPENSES (INCLUDING MEALS AND LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

MINIMUM CHARGE: THERE IS A MINIMUM CHARGE OF 2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CONCRETE CYLINDER AND SAMPLE PICKUP.

OVERTIME (OVER 8 HOURS PER DAY OR SATURDAYS, SUNDAYS, AND HOLIDAY WORK): 1.5 TIMES THE HOURLY RATE.

HOURLY RATES: APPLY TO MEETING AND TRAVEL TIME, INCLUDING CONCRETE CYLINDER PICKUP, FOR ALL PERSONNEL CATEGORIES.

DEPOSITION OR COURT TESTIMONY: 1.5 TIMES THE HOURLY RATE.

FIELD TESTING AND INPSECTION CHARGES

FIELD DENSITY (COMPACTION TEST) ..... BASIC CHARGES + $ 8.50/EA.
CONE PENETROMETER ..... BASIC CHARGES + $ 16.00/EA.
FLOOR FLATNESS EQUIPMENT ..... BASIC CHARGES + $265.00/EA.
DYNAMIC CONE PENETROMETER ..... BASIC CHARGES + $26.50/EA.
CORING EQUIPMENT CHARGES .....BASIC CHARGES + $106.00/DAY

LABORATORY TEST CHARGES

AGGREGATES (ASTM)	UNIT CHARGE
L.A. ABRASION, SMALL AGG. (C131)	$ 134.50
L.A. ABRASION, LARGE AGG. (C535)	$ 164.25
SULFATE SOUNDNESS TEST (C88):	
5-CYCLE	$ 226.25
10-CYCLE	$ 315.00
20-CYCLE	$ 444.50
SIEVE ANALYSIS, DRY AGG (C136)	$ 56.00
SIEVE ANALYSIS (C117)	$ 68.00
SIEVE ANALYSIS (C117, C136)	$ 83.50
SPECIFIC GRAVITY, FINE AGG (C128)	$ 61.50
SPECIFIC GRAVITY, COARSE AGG (C127)	$ 61.50
LIGHTWEIGHT PIECES IN AGG (C123)	$ 95.25
ORGANIC IMPURITIES (C40)	$ 56.00
FLAT & ELONGATED PIECES (D4791)	$ 83.50
DELETERIOUS MATLS (MODOT TM71)	$ 73.00
CLAY LUMPS & FRIABLE PARTICLES (C142)	$ 90.00
DRY RODDED UNIT WEIGHT (C29)	$ 40.00

MASONRY TESTS (ASTM)	
COMPRESSIVE STRENGTH, 4" BLOCK	$ 28.00
COMPRESSIVE STRENGTH, 6" BLOCK	$ 34.00
COMPRESSIVE STRENGTH, 8" BLOCK	$ 47.00
COMPRESSIVE STRENGTH, 12" BLOCK	$ 78.25
COMPRESSIVE STRENGTH, MORTAR	
MORTAR/GROUT CUBE	$ 13.50
GROUT PRISM	$ 13.50
MORTAR CYLINDER (2" X 4")	$ 13.50
ABSORPTION, MASONRY BLOCK	$ 45.00
LINEAR SHRINKAGE (SET OF 3)	$ 337.25

BITUMINOUS TESTING	
ASPHALT CONTENT	$ 101.25
ASPHALT CONTENT & AGG. GRADATION	$ 168.50
SEIVE ANALYSIS EXTRACTION	$ 83.50
MARSHALL TEST, FIELD – 3 PUCKS	$ 83.50
MARSHALL TEST, LAB – 3 PUCKS	$ 124.00
RETAINED STABILITY	$ 190.75
ASPHALT CORE DENSITY, EACH	$ 28.00
THEORETICAL MAX. DENSITY	$ 134.50

CONCRETE/ROCK CORE	
CORE TRIM & TEST	$ 46.50
THICKNESS (AASHTO T148 /ASTM C174)	$ 26.50

SOIL TESTS (ASTM)	UNIT CHARGE
ATTERBERG LIMITS (D4318)	$ 61.50
SWELL TEST, 1/16 TSF (D4546)	$ 164.25
SWELL PRESSURE (D4546)	$ 309.75
SHRINKAGE LIMIT (D4943)	$ 61.50
MOISTURE CONTENT (C2216)	$ 6.50
SIEVE + HYDROMETER	$ 151.50
HYDROMETER ONLY (D422)	$ 83.50
USCS CLASSIFICATION	$ 29.00
PERCENT PASSING #200	$ 45.00
SPECIFIC GRAVITY (D854)	$ 78.50
UNCONFINED COMPRESSION	$ 54.00
UNCONFINED/TRIAXIAL, REMOLDED	$ 83.50
TRIAXIAL TEST, PP, CU w/PP	$ 327.75
ORGANIC MATTER (D2974-C)	$ 56.00
PENETROMETER	$ 5.00
SAMPLE PREP, PER HOUR	$ 54.00
SHELBY TUBE DENSITY	$ 34.00
RESISTIVITY	$ 168.50
PERMEABILITY, FALLING HEAD	$ 404.00
PERMEABILITY, FLEXIBLE WALL	$ 381.75
PERMEABILITY, CONSOLIDATION TEST	$ 168.50
CONSOLIDATION TEST, TO 8 TSF	$ 427.50
CONSOLIDATION TEST, LOAD INC. > 8 TSF, EA.	$ 56.00
CALIFORNIA BEARING RATIO, LAB, PER POINT	$ 112.25
pH	$ 56.00

LABORATORY COMPACTION TESTS	
MOISTURE DENSITY RELATIONSHIP	
STD. PROCTOR (D698), MTH A & B	$ 162.25
STD. PROCTOR (D698), MTH C	$ 190.75
STD. PROCTOR (D698), 1 POINT	$ 57.50
MOD. PROCTOR (D1557), MTH A & B	$ 197.25
MOD. PROCTOR (D1557), MTH C	$ 266.25
MOD. PROCTOR (D1557), 1 POINT	$ 63.50
RELATIVE DENSITY	$ 405.25

CONCRETE TESTING	
4" X 8" OR 6" X 12" TEST MOLD	$ 2.20
6" X 12" CYLINDER, TESTED & MOLD	$ 16.00
6" X 12" CYLINDER, EXTRA & MOLD	$ 11.50
4" X 8" CYLINDER, TESTED & MOLD	$ 11.50
4" X 8" CYLINDER, EXTRA & MOLD	$ 7.50
SAW CONCRETE CYLINDER	$ 27.50

BEAM FLEXURAL STRENGTH	$ 39.00
CONCRETE BEAM, NOT TESTED	$ 22.00

COUNCIL BILL NO. 2018-130 ORDINANCE NO

AN ORDINANCE approving Amendment 2 to Work Authorization AND-DR2-PAP7-2 Additional Services with Anderson Engineering in the not to exceed amount of Eighty-Four Thousand Three Hundred Fifty and 00/100 Dollars ($84,350.00) for construction services for sidewalk, curb & gutter and street 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 Amendment 2 to Work Authorization AND-DR2-PAP7-2 Additional Services with Anderson Engineering in the not to exceed amount of Eighty-Four Thousand Three Hundred Fifty and 00/100 Dollars ($84,350.00) for construction services for sidewalk, curb & gutter and street 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 Anderson Engineering.

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 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:

_____

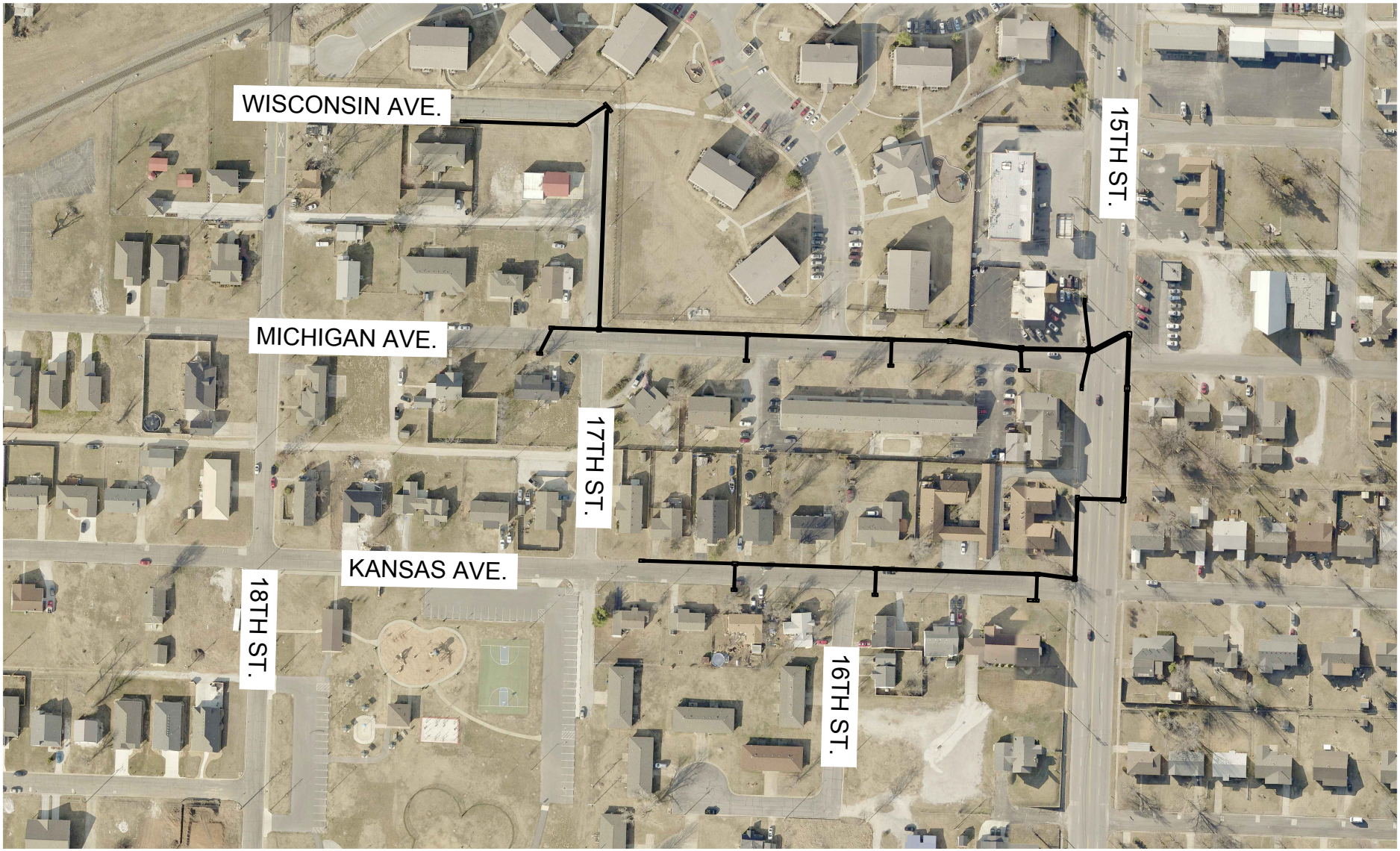
Peter C. Edwards, City Attorney

Council Bill 2018-130

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 negotiated fee.

_____

Leslie Haase, Director of Finance



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SCALE IN FEET

DWG: F:\2016\3001-3500\016-3353\40-Design\Exhibits\CouncilExhibit.dwg USER: cluttrell
DATE: Jul 03, 2018 9:01am XREFS: W_PBASE_63353

JOPLIN, MO STRONGER, SAFER, SMARTER
JET JOINT ENGINEERING TEAM

PROJECT NO: 016-3353	STORM PROJECT #11	OLSSON ASSOCIATES	EXHIBIT
DRAWN BY: CRL		550 St. Louis Street Springfield, MO 65806 TEL 417.890.8802 FAX 401.890.8805	1
DATE: 7.3.2018			

AGREEMENT

CITY OF JOPLIN AND DALTON-KILLINGER CONSTRUCTION

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:

STORM PROJECT #11,
Joplin, 15th St., Michigan Ave., and Kansas Ave.
CDBG-DR GRANT No. B-13-MS-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 the Date of December 31th, 2018. A Substantial Completion Date for work will be November 30th, 2018. Substantial completion shall be defined as all asphalt and concrete work, including curb and gutter, sidewalks, drives, storm and roadway construction. The undersigned agrees to complete all construction in the designated area on Michigan Avenue from 15th Street to a point 200 feet south of 15th Street between September 9th and September 14th, 2018. Fifteenth Street should not be closed for more than 7 consecutive days. Individuals driveways should not be closed for more than 7 consecutive days during the duration of the project.

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

    a. **Missouri Wage Rate:** All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the

contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

b. **Davis Bacon:** The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) requires that for all prime construction contracts in excess of $2,000 awarded by non-Federal entities, the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations to the Federal awarding agency. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

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

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

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

notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

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

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

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

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

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

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

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

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

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

5. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Six Hundred Seventy Five Thousand, Nine dollars and ten Cents. ($675,009.10) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall

be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $1,500 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. The undersigned agrees to complete all construction in the designated area on Michigan Avenue from 15th Street to a point 200 feet south of 15th Street between September 9th and September 14th, 2018. A penalty of $1,000.00 per calendar day shall be assessed in accordance with paragraph 13 of the Agreement for each calendar day outside of the acceptable date range that the designated area is closed/ inaccessible to the public. Fifteenth Street should not be closed for more than 7 consecutive days. For each additional day that 15th Street is closed beyond the 7 allowable days, a penalty $1,000 per calendar day shall be assessed in accordance with paragraph 13 of the Agreement. Individuals driveways should not be closed for more than 7 consecutive days during the duration of the project. For each additional day that a driveway is closed beyond the 7 allowable days, a penalty of $250 per calendar day shall be assessed in accordance with paragraph 13 of the Agreement

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

15. **City's Right to Proceed**. In the event this contract is terminated pursuant to Paragraph 14, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures

as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

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

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

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

19. **Liability and Indemnity**.

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

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

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

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

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

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

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

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

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

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

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

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

21. **Architectural Barriers.** This Act requires that certain federally funded buildings or facilities be designed, constructed or altered to ensure accessibility to, and use by, physically handicapped persons. Buildings or facilities allocated or reallocated GLO-DR funds after December 11, 1995, that meet the definition of "residential structure" (as defined in 24 CFR

40.2) or the definition of “building” [as defined in 41 CFR 101-19.602(a)] are subject to the Architectural Barriers Act and must comply with the Uniform Federal Accessibility Standards.

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

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

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

    a. This Contract
    b. All Change Orders
    c. Bid Plans and Specifications
    d. City of Joplin Standard Specifications (April 1, 2018 Edition)
    e. Special Conditions
    f. Proposal
    g. Statement of Bidder's Qualifications
    h. Acknowledgment
    i. Performance Bond
    j. Payment and Material Bond
    k. Instructions to Bidders
    l. Non-collusion Affidavit
    m. Notice to Proceed
    n. Restriction on Lobbying
    o. Affidavit for Federal Work Authorization Program
    p. Certification Regarding Government-Wide Waiver and Release of Liens
    q. Certificate of Contractor
    r. Subcontractor Disclosure Form
    s. Affidavit of Compliance with Prevailing Wage Law
    t. Certification of Bidder of Equal Employment Opportunity

    Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Six Hundred Seventy-Five Thousand, Nine dollars and ten Cents. ($675,009.10), said amount being subject to any approved addenda or change order.

25. **Subsurface Conditions**: Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be

conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

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

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

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

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

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

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

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

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

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

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

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

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

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

takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall

include, but not be limited to the following:

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

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

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

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

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

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

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

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

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

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

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

gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

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

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

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

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

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

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

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

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

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

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

d. The Contractor agrees to include this section 3 clause in every subcontract subject to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

50. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or

continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

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

52. **City of Joplin Conflict of Interest.**

    a. No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and 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.

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR: Dalton-Killinger
P O Box 607
Joplin, MO 64802

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.

By: _____

Printed Name:

Title:

Date:

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

By: _____

_____
Peter Edwards, City Attorney

David Hertzberg, P.E.
Public Works Director

Date: _____

APPROVED AS TO CDBG-DR

_____
Troy Bolander, Director of Planning, Development
& Neighborhood Services

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Dalton-Killinger Construction

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 {total aggregate penal sum in performance bond spelled out} AND {total aggregate penal sum in performance bond Six Hundred Seventy-Five Thousand, Nine dollars and ten Cents. ($675,009.10)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 _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

STORM PROJECT #11,
Joplin, 15th St., Michigan Ave., and Kansas Ave.
CDBG-DR GRANT No. B-13-MS-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.

PROVIDED, FURTHER, that no final settlement between the OWNER and PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER are the only beneficiaries hereunder.

IN WITNESS, this instrument is executed in __ ( ) counterparts, each one of which shall be deemed an original, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____

_____ By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. 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

Dalton-Killinger Construction

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 {total aggregate penal sum in payment bond spelled out} ({total aggregate penal sum in payment bond Six Hundred Seventy-Five Thousand, Nine dollars and ten Cents. ($675,009.10) 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 _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

STORM PROJECT #11,
Joplin, 15th St., Michigan Ave., and Kansas Ave.
CDBG-DR GRANT No. B-13-MS-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 SUBCONTRACTORS, 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 the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER are the only beneficiaries hereunder.

IN WITNESS, this instrument is executed in __ ( ) counterparts, each one of which shall be deemed an original whereof, this the _____ day of _____, 20___.

ATTEST: (SEAL)

_____ _____

Secretary Principal

Approved as to form this _____ day
of _____, 20____. By _____

_____ By _____

City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20____. 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.

COUNCIL BILL NO. 2018-131 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into an agreement with Dalton-Killinger Construction in the amount of Six Hundred Seventy-Five Thousand Nine and 10/100 dollars ($675,009.10) for construction of the Storm Project # 11; 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 Dalton-Killinger Construction in the amount of Six Hundred Seventy-Five Thousand Nine and 10/100 dollars ($675,009.10), 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: July 16, 2018
Council Bill No. 2018-131

Item: Construction Agreement for Storm Project #11 – 15th Street, Michigan Ave., and Kansas Ave. between the City of Joplin and Dalton-Killinger Construction

Originating Department: Public Works - Engineering

Attachments: 1) Bid Tabulation
2) Location Map
3) Construction Agreement
4) Council Bill No. 2018-131

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 a Construction Agreement between the City of Joplin and Dalton-Killinger Construction for Storm Project #11 – Joplin, 15th Street, Michigan Ave., and Kansas Ave. for the not to exceed amount of six hundred seventy-five thousand nine and 10/100 dollars ($675,009.10). Funded by Community Development Block Grant-Disaster Recovery funds.

Background: This Council Bill authorizes the City of Joplin to enter into a Construction Agreement with Dalton-Killinger Construction for Storm Project #11. City Council previously approved Storm Project #11 as a part of the Capital Plan adopted July 7, 2015 and in the Community Development Block Grant Program – Disaster Recovery (CDBG-DR) Amendment 16 of the Partial Action Plan 7 on May 16, 2016.

Storm Project #11 provides storm sewer infrastructure for the residential neighborhood between 15th & 18th Street from Wisconsin Ave to Kansas Ave. This area currently does not have an existing storm collection system. The project includes 32 new storm structures and a little over 2500 LF of concrete pipe ranging from 15”- 48” in diameter. The improvements will be located within existing street right-of-way. This project will connect to future Storm Project 12 which extends to the north of 15th Street.

Discussion: City Staff followed the City of Joplin procurement policy. The Bid Advertisement was first posted on June 3, 2018. On June 26, 2018 bids were opened and read aloud for the construction of Storm Project #11. The City of Joplin received 5 bids with Dalton-Killinger Construction being identified as the lowest, most responsive, responsible bidder. The construction firm will work closely with City staff and Olsson Associates, DBA Joplin Engineering Team (JET) in coordinating construction. The Agreement is not to exceed six hundred seventy five thousand nine and 10/100 dollars ($675,009.10). This project is below the engineering estimate.

Recommendation: City staff recommends the approval of the Agreement in the amount of $675,009.10 as it pertains to the CDBG-DR funded Storm Project #11 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.

BID TABULATION

PROJECT: CDBG Project B-13-MS-29-0001 Storm Project 11

DATE OF BID OPENING: June 26, 2018

CONTRACTOR	BID
Asbell Excavating	1,017,397.05
Bennett Inc	889,490.00
D & E Plumbing	804,101.00
Dalton-Killinger	675,009.10
Sprouls Construction	745,608.50

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 16, 2018
Council Bill No. 2018-132

Item: Construction Agreement for Surface Projects 5004 and 5006 between the City of Joplin and A-Y-1, LLC.

Originating Department: Public Works-Engineering

Attachments: 1) Bid Tabulation
2) Location Map
3) Construction Agreement for Surface Projects 5004 and 5006 between the City of Joplin and A-Y-1, LLC.
4) Council Bill No. 2018-132

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 a Construction Agreement between the City of Joplin and A-Y-1, LLC for Surface Projects 5004 and 5006 for the not to exceed amount of seven hundred twelve thousand three hundred eighty-six and 45/100 dollars ($712,386.45). Funded by Community Development Block Grant-Disaster Recovery funds.

Background: This Council Bill authorizes the City of Joplin to enter into a Construction Agreement with A-Y-1 for Surface Projects 5004 and 5006. City Council previously approved Surface Projects 5004 and 5006 as a part of the Capital Plan adopted July 7, 2015 and in the Community Development Block Grant Program – Disaster Recovery (CDBG-DR) Amendment 16 of the Partial Action Plan 7 on May 16, 2016.

Discussion: City Staff followed the City of Joplin procurement policy. The Bid Advertisement was first posted on May 27, 2018. On June 18, 2018 bids were opened and read aloud for the construction of Surface Projects 5004 and 5006. The City of Joplin received 4 bids with A-Y-1, LLC being identified as the lowest, most responsive, responsible bidder. Surface Project 5004 will provide curb, gutter, and surface improvements in the residential areas from 15th Street to 20th Street, between Connecticut Ave. to Range Line Rd. Surface Project 5006 includes the repair of street surfaces and alleys between 20th Street to 24th Street along Ozark Ave. and S Highview Ave. The construction firm will work closely with City staff and Anderson Engineering in coordinating construction. The Agreement is not to exceed seven hundred twelve

thousand three hundred eighty-six and 45/100 dollars ($712,386.45).

Recommendation: City staff recommends the approval of the Agreement in the amount of $712,386.45 as it pertains to the CDBG-DR funded Surface Projects 5004 and 5006 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.

BID TABULATION

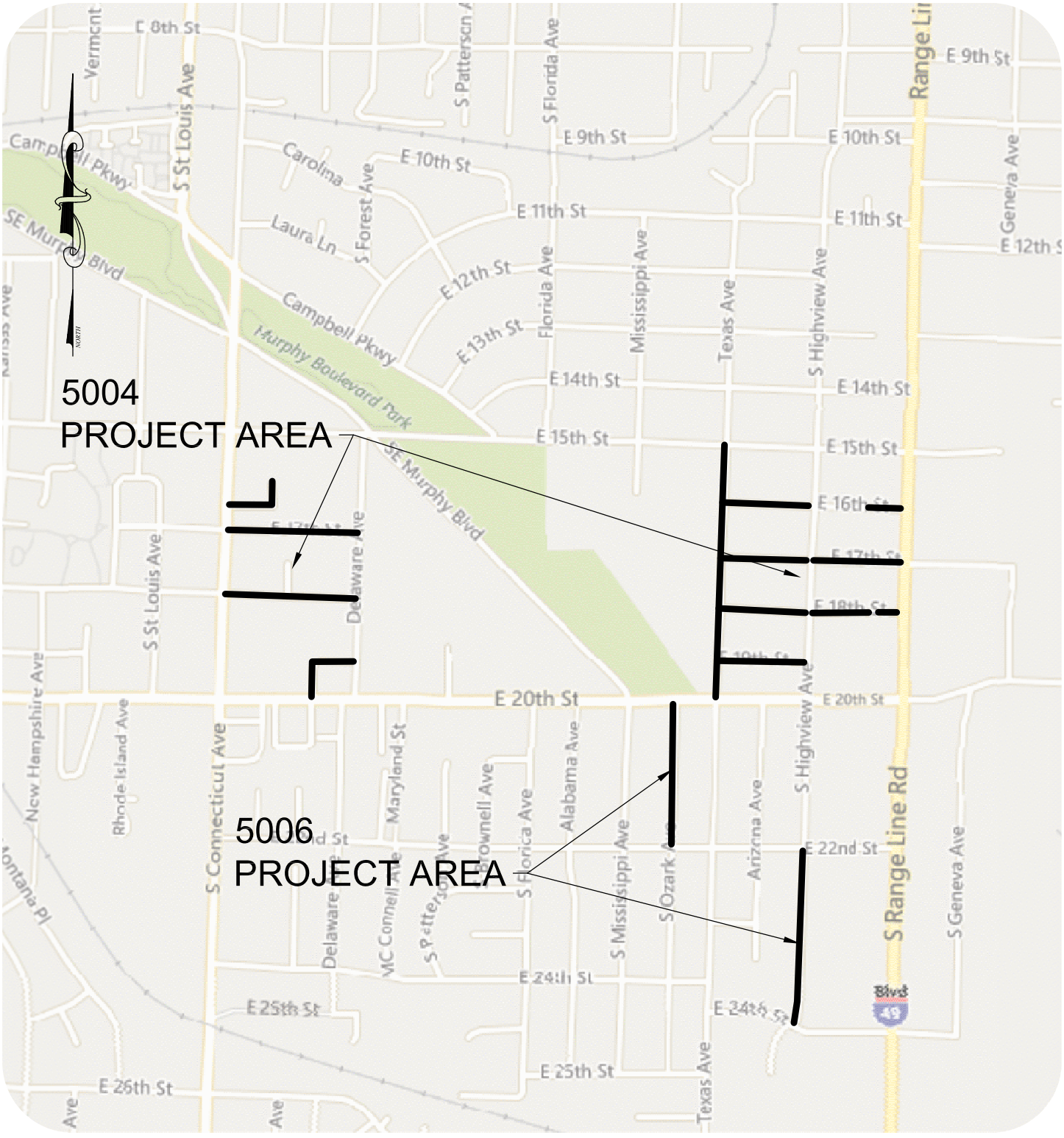
PROJECT: 5004 Surface Improvements & 5006 Surface Improvements

DATE OF BID OPENING: 6-19-18

CONTRACTOR	BID
A-Y-1 LLC	712,386.45
Emery Sapp & Sons Inc.	794,216.70
Sprouls Construction	808,623.00
Dalton-Killinger	1,031,513.00
Engineering Estimate	700,311.00

SURFACE IMPROVEMENTS

5004 & 5006



LOCATION MAP

1" = 1000'

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING

AGREEMENT

CITY OF JOPLIN AND A-Y-1, LLC

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

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

SURFACE IMPROVEMENTS 5004

AND

SURFACE IMPROVEMENTS 5006

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 **November 9, 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, as amended (40 U.S.C. 3141-3148) requires that for all prime construction contracts in excess of $2,000 awarded by non-Federal entities, the

Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations to the Federal awarding agency. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

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

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

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

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

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

As of January 1, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products completed operations hazard, and said policy shall be primary and noncontributory.

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

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

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

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

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

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

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

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

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

5. **Performance, Labor, and Materials Payment Bond:** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Seven Hundred Twelve Thousand Three Hundred Eighty-six and 45/100 Dollars ($712,386.45) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

6. **Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects**: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the

capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of this project:

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

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

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

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

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

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

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

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

8. Contractor's Responsibility for Subcontractors.

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

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

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

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

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

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

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

13. **Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of **$1500** per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

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

19. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (**February 1, 2017** Edition)
e. Special Conditions

f. Proposal
g. Statement of Bidder's Qualifications
h. Contractor Past Performance Questionnaire
i. Performance Bond
j. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed
n. Restriction on Lobbying
o. Affidavit for Federal Work Authorization Program
p. Certification Regarding Government-Wide Waiver and Release of Liens q. Certificate of Contractor
r. Subcontractor Disclosure Form
s. Affidavit of Compliance with Prevailing Wage Law
t. Certification of Bidder of Equal Employment Opportunity

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Seven Hundred Twelve Thousand Three Hundred Eighty-six and 45/100 ($712,386.45) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest

which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or

pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

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

41. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract.

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

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

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

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

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

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

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

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

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

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

c. The Contractor agrees to send to each labor organization or representative of workers with which the Engineer has a collective bargaining agreement or other understanding, if any, a

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

52. **City of Joplin Conflict of Interest.**

    a. No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and 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.

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

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

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

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

57. **Occupational License.** The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed

by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

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

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

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

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

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

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

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

Troy Bolander, Director of Planning, Development & Neighborhood Services

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

CONTRACTOR: A-Y-1, LLC

By: _____

Printed Name:

Title: Date:

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

By: _____

David Hertzberg, P.E.
Public Works Director

Peter Edwards, City Attorney

Date: _____

APPROVED AS TO CDBG-DR

COUNCIL BILL NO. 2018-132 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into an agreement with A-Y-1 LLC., in the amount of Seven Hundred Twelve Thousand Three Hundred Eighty-Six and 45/100 dollars ($712,386.45) for construction of the 5004 Surface Improvement and the 5006 Surface Improvement Projects; 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 A-Y-1 LLC., in the amount of Seven Hundred Twelve Thousand Three Hundred Eighty-Six and 45/100 dollars ($712,386.45), 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

COUNCIL BILL 2018-132

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 July 16, 2018

Item: COUNCIL BILL NO. 2018-359
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2018- 359
2) Photograph of Property
3) Bid Tabulation

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

Recommended Action: Approval of Contract with Big Johns to remove the structures, and any remaining debris including foundation and footings located at 2206 Harlem.

Summary: The above listed address was "tagged" as a dangerous building on January 19, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On June 15, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on June 29, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

B&D Yardbuilders	$ 6612.00
Big John's	$ 4,590.00
Jordan Disposal	$ 6,431.00

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

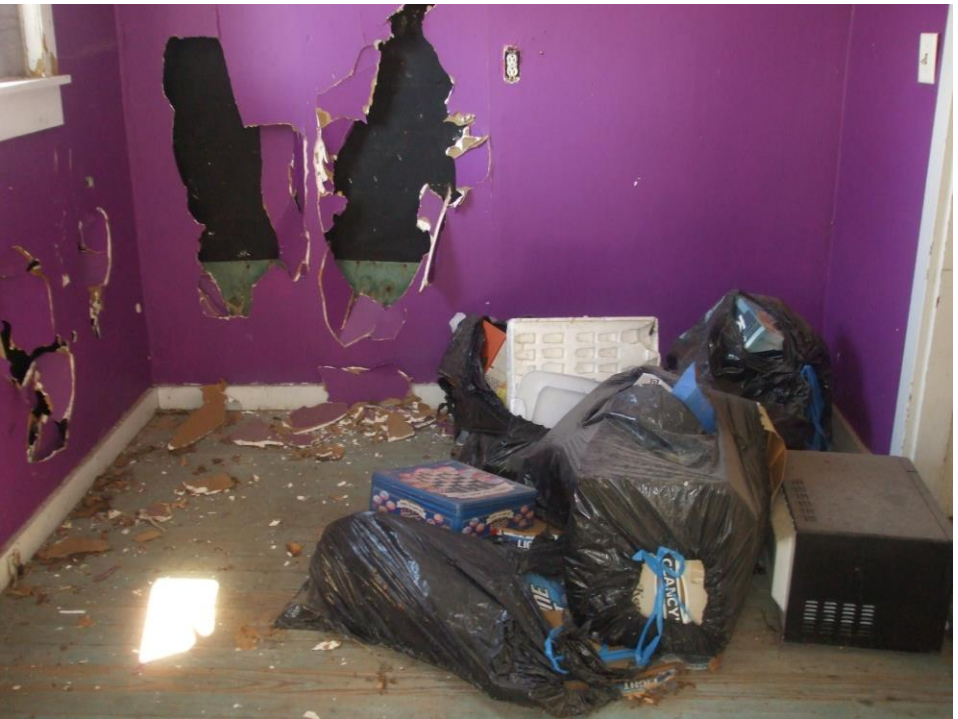
Recommendation: City Staff recommends that the demolition removal contract be awarded to Big Johns for $ 4,590.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

CLOSING DATE:	29-Jun-2018	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Boarding & Securing Bldg.		LOCATION:	2206 S. Harlem Ave

COMPANY	BIDS
B & D Yardbuilders	$6,612.00
Big John's Heavy Equipment	$4,590.00
Jordan Disposal	$6,431.00
Nelson's Enterprises	NO BID
Wolf Landscaping	NO BID


COUNCIL BILL 2018-359
2206 HARLEM







COUNCIL BILL NO. 2018 – 359 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of lot area located at 2206 Harlem. in the City of Joplin, Missouri, for Four Thousand Five Hundred Ninety and 00/100 Dollars ($4,590.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Big Johns in the amount of Four Thousand Five Hundred Ninety 00/100 Dollars ($4,590.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2206 Harlem.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 2206 Harlem. and legally described as:

ALL OF LOT NUMBERED THREE HUNDRED FIFTY-NINE (359) IN T.W. CUNNINGHAM'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

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

_____, 2018, by a _____ vote.

_____
Gary L Shaw – Mayor

ATTEST:

_____
Barbara J Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney


COUNCIL BILL 2018-360
2005 S. CONNOR AVE.







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 16, 2018

Item: COUNCIL BILL NO. 2018-360
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2018- 360
2) Photograph of Property
3) Bid Tabulation

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

Recommended Action: Approval of Contract with B & D Yardbuilders to remove the structures, and any remaining debris including foundation and footings located at 2005 S. Connor.

Summary: The above listed address was "tagged" as a dangerous building on January 30, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On May 25, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on June 8, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

B&D Yardbuilders	$ 4,400.00
Big John's	$ 4,400.00

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

Recommendation: City Staff recommends that the demolition removal contract be awarded to B & D Yardbuilders for $ 4,400.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2018 – 360 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 2005 Connor Ave. in the City of Joplin, Missouri, for Four Thousand Four Hundred and 00/100 Dollars ($4,400.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with B & D Yardbuilders in the amount of Four Thousand Four Hundred 00/100 Dollars ($4,400.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2005 Connor Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 2005 Connor Ave. and legally described as:

ALL OF LOT NUMBERED TWO (2) IN MURPHY'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

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

_____
Gary L.Shaw – Mayor

ATTEST:

_____
Barbara J Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	8-Jun-2018	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Boarding & Securing Bldg.		LOCATION:	2005 S. Connor Ave.

COMPANY	BIDS
B & D Yardbuilders	$4,400.00
Big John's Heavy Equipment	$4,400.00
Jordan Disposal	NO BID
Nelson's Enterprises	NO BID
Wolf Landscaping	NO BID

Won the coin toss between the 2 bidders


COUNCIL –BILL 2018-361
828 EMPIRE AVE.







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 16, 2018

Item: COUNCIL BILL NO. 2018-361
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2018- 361
2) Photograph of Property
3) Bid Tabulation

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

Recommended Action: Approval of Contract with B & D Yardbuilders to remove the structures, and any remaining debris including foundation and footings located at 828 Empire.

Summary: The above listed address was "tagged" as a dangerous building on May 8, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On May 25, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on June 8, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

B&D Yardbuilders	$ 4,229.00
Big John's	$ 4,699.00

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

Recommendation: City Staff recommends that the demolition removal contract be awarded to B & D Yardbuilders for $ 4,229.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

CLOSING DATE:	8-Jun-2018	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Boarding & Securing Bldg.		LOCATION:	828 Empire Ave.

COMPANY	BIDS
B & D Yardbuilders	$4,229.00
Big John's Heavy Equipment	$4,699.01
Jordan Disposal	NO BID
Nelson's Enterprises	NO BID
Wolf Landscaping	NO BID

COUNCIL BILL NO. 2018 – 361 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 828 Empire Ave. in the City of Joplin, Missouri, for Four Thousand Two Hundred Twenty-Nine and 00/100 Dollars ($4,229.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with B & D Yardbuilders in the amount of Four Thousand Two Hundred Twenty-Nine 00/100 Dollars ($4,229.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 828 Empire Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 828 Empire Ave. and legally described as:

ALL OF LOT NUMBERED TWENTY (20) IN BYERS AND MURPHY'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

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

_____, 2018, by a _____ vote.

_____
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: JULY 16, 2018

ITEM: COUNCIL BILL NO. 2018-510
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

ATTACHMENTS: 1) Exhibit "A" the Salary Administration Plan for Classified and Unclassified Positions 2) Exhibit "B" the Salary Administration Plan for Part-Time and Seasonal Positions 3) Schedule "C" Budget Amendment Schedule

Finance Director: Leslie Haase
Human Resources Director: David Allgood
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill adopts a new step pay plan as the Salary Administration Plan for classified and unclassified positions. Additionally, this council bill separates the current step pay plan as the Salary Administration Plan for part-time and seasonal positions. The fiscal year 2018 budget is being amended to grant the pay adjustments from adopting a new step pay plan.

DISCUSSION:
The Salary Administration Plan is the system that is maintained and utilized to hire and retain city employees. The City Council last adopted a new pay plan on October 1, 2012 in the form of a performance and competency-based plan. Due to budget constraints, the City froze wage increases for the 2015 fiscal year and ceased granting raises based on pay for performance. The pay bands were then converted to pay ranges.

The ranges removed any mechanism for employees to move ***through*** the pay ranges as budget allows. The entire pay plan was increased for the 3% wage adjustment granted for the 2017 fiscal year and for the 2% wage adjustment granted for the current fiscal year. While employees received these raises, if their employment began with the City after November 1, 2012, then that employee currently makes the same rate as new employees due to the makeup of a range system. A step pay plan gives employees a method of progressing through the established pay range for their position. Furthermore, each employee will be placed on at least the step that corresponds to the years of service in their current position. As a result of the implementation of the proposed pay plan, the ***estimated average*** increase for currently filled positions is 3.6%.

The City's main revenue source is sales tax. The ten-year average sales tax growth for Joplin is approximately 2%. Therefore, the proposed pay plan implements 2% steps in order to achieve a more sustainable pay plan for the long-term financial stability of the City.

The effective date for the new pay plan is August 4, 2018, which will be reflected on the August 24 paycheck. The budget is being amended in the amount of $211,345 to reflect

the estimated payroll increase for the remaining three months of the fiscal year. The total estimated cost of adopting the new pay plan as set forth is $845,000. The additional cost to the general fund is being funded by the changes from the financial sustainability report already approved by Council.

RECOMMENDATION:
Staff recommends approval of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2018-510 ORDINANCE NO.

AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2017-2018; 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 Council of the City of Joplin, Missouri, last adopted a new pay plan by Ordinance Number 2012-173 on October 1, 2012; and,

WHEREAS, the City desires to change from a performance and competency-based pay plan; and,

WHEREAS, the City Council is desirous of adopting a new step pay plan implementing 2% steps within the ranges; and,

WHEREAS, pursuant to Section 5.10 of the Home Rule Charter of the City of Joplin, Missouri, the Council, by Ordinance, must prescribe the compensation of all officers and employees of the City in the Unclassified service of the City.

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

Section 1. That the attached Step Pay Plan be and the same is hereby adopted as the Salary Administration Plan for certain Classified and Unclassified positions of the City of Joplin as contained in said Plan effective on August 4, 2018, a copy of which is on file in the Office of the City Clerk.

Section 2. That the annual salary of certain Classified positions for Fiscal Year 2017-2018, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 3. That the annual salary of certain Unclassified positions for Fiscal Year 2017-2018, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 4. That the rate per hour for certain Part-Time and Seasonal positions shall be in accordance with Exhibit "B" attached hereto and incorporated herein. The City Manager may approve any increase to the rates stated in Exhibit "B" in order to meet the Federal Minimum Wage requirements.

Section 5. That additional compensation to members of the Unclassified and Classified service shall be based upon length of service and paid in accordance with the Longevity Pay Plan currently in effect.

Section 6. That fiscal year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by increasing appropriations by the total amount of Two Hundred Eleven Thousand Three Hundred Forty-Five Dollars and No Cents ($211,345.00) as shown in Schedule "C" attached hereto and incorporated herein.

Section 7. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 8. That this being an Ordinance affecting current expenditures of the City government and having to do with the expenditure of public funds, shall be considered an Emergency Ordinance within the meaning of Section 2.12(3), (4) of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

_____ day of _____, 2018, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE AUGUST 4, 2018
* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
100	Clerk	$9.719	$9.913	$10.112	$10.314	$10.520	$10.731	$10.945	$11.164	$11.387	$11.615	$11.847	$12.084	$12.326	$12.573	$12.824	$13.080	$13.342	$13.609	$13.881	$14.159		
	Cook	$20,216	$20,620	$21,032	$21,453	$21,882	$22,320	$22,766	$23,221	$23,686	$24,159	$24,643	$25,135	$25,638	$26,151	$26,674	$27,207	$27,752	$28,307	$28,873	$29,450		
110	Custodian	$10.714	$10.928	$11.147	$11.370	$11.597	$11.829	$12.066	$12.307	$12.553	$12.804	$13.060	$13.322	$13.588	$13.860	$14.137	$14.420	$14.708	$15.002	$15.302	$15.608		
	Laborer I	$22,285	$22,731	$23,185	$23,649	$24,122	$24,605	$25,097	$25,599	$26,111	$26,633	$27,165	$27,709	$28,263	$28,828	$29,405	$29,993	$30,593	$31,205	$31,829	$32,465		
	Utility Worker																						
	WIC Certifier																						
120	Airport Operations Worker	$11.250	$11.475	$11.705	$11.939	$12.177	$12.421	$12.669	$12.923	$13.181	$13.445	$13.714	$13.988	$14.268	$14.553	$14.844	$15.141	$15.444	$15.753	$16.068	$16.389		
	Court Assistant I	$23,400	$23,868	$24,345	$24,832	$25,329	$25,835	$26,352	$26,879	$27,417	$27,965	$28,524	$29,095	$29,677	$30,270	$30,876	$31,493	$32,123	$32,766	$33,421	$34,089		
	Transit Dispatcher																						
	Transit Driver I																						
130	Automotive Service Worker	$11.812	$12.048	$12.289	$12.535	$12.786	$13.041	$13.302	$13.568	$13.840	$14.116	$14.399	$14.687	$14.980	$15.280	$15.586	$15.897	$16.215	$16.540	$16.870	$17.208		
	Laborer II	$24,569	$25,060	$25,562	$26,073	$26,594	$27,126	$27,669	$28,222	$28,786	$29,362	$29,949	$30,548	$31,159	$31,783	$32,418	$33,067	$33,728	$34,402	$35,091	$35,792		
	Recreation Leader																						
	Senior Clerk																						
	Transit Driver II																						
	Wastewater Laboratory Assistant																						
	Wastewater Plant Utility Worker																						
140	Compliance Officer I	$12.402	$12.650	$12.903	$13.161	$13.424	$13.693	$13.967	$14.246	$14.531	$14.822	$15.118	$15.420	$15.729	$16.043	$16.364	$16.691	$17.025	$17.366	$17.713	$18.067		
	Detention Officer	$25,796	$26,312	$26,838	$27,375	$27,923	$28,481	$29,051	$29,632	$30,224	$30,829	$31,445	$32,074	$32,716	$33,370	$34,037	$34,718	$35,413	$36,121	$36,843	$37,580		
	Engineering Assistant																						
	Equipment Operator																						
	Human Resources Assistant																						
	Parks Caretaker																						
	Utility Locator																						
150	Animal Control Officer	$13.023	$13.283	$13.549	$13.820	$14.097	$14.378	$14.666	$14.959	$15.259	$15.564	$15.875	$16.192	$16.516	$16.847	$17.184	$17.527	$17.878	$18.235	$18.600	$18.972		
	Court Assistant II	$27,088	$27,630	$28,182	$28,746	$29,321	$29,907	$30,505	$31,115	$31,738	$32,372	$33,020	$33,680	$34,354	$35,041	$35,742	$36,457	$37,186	$37,930	$38,688	$39,462		
	CVB Tourism & Events Specialist																						
	Parks Facilities Maintenance Technician																						
	Recreation Coordinator																						
	Traffic Markings and Sign Technician																						
	Transit Driver Supervisor																						
160	Accounting Specialist	$14.358	$14.645	$14.938	$15.237	$15.542	$15.852	$16.169	$16.493	$16.823	$17.159	$17.502	$17.852	$18.209	$18.574	$18.945	$19.324	$19.710	$20.105	$20.507	$20.917		
	Airport Operations Supervisor	$29,865	$30,462	$31,071	$31,693	$32,326	$32,973	$33,632	$34,305	$34,991	$35,691	$36,405	$37,133	$37,876	$38,633	$39,406	$40,194	$40,998	$41,818	$42,654	$43,507		
	Automotive Mechanic I																						
	Compliance Officer II																						
	Evidence Technician																						
	Firefighter Trainee	$10.2553	$10.4604	$10.6696	$10.8830	$11.1007	$11.3227	$11.5491	$11.7801	$12.0157	$12.2560	$12.5012	$12.7512	$13.0062	$13.2663	$13.5317	$13.8023	$14.0783	$14.3599	$14.6471	$14.9400		
	Heavy Equipment Operator	$29,863	$30,461	$31,070	$31,691	$32,325	$32,972	$33,631	$34,304	$34,990	$35,690	$36,403	$37,131	$37,874	$38,632	$39,404	$40,192	$40,996	$41,816	$42,652	$43,505		
	Human Resources/ Safety Specialist																						
	Legal Specialist																						
	Police Officer Trainee																						
	Public Safety Communications Operator																						
	Wastewater Plant Operator																						
170	Assistant City Clerk	$15.077	$15.379	$15.686	$16.000	$16.320	$16.646	$16.979	$17.319	$17.665	$18.018	$18.379	$18.746	$19.121	$19.504	$19.894	$20.292	$20.697	$21.111	$21.534	$21.964		
	Chief Wastewater Plant Operator I	$31,360	$31,987	$32,627	$33,280	$33,945	$34,624	$35,317	$36,023	$36,743	$37,478	$38,228	$38,992	$39,772	$40,568	$41,379	$42,207	$43,051	$43,912	$44,790	$45,686		
	Crime Analyst/Accreditation Coordinator (E)																						
	Engineering Technician																						
	Firefighter/EMT	$10.7683	$10.9837	$11.2033	$11.4274	$11.6560	$11.8891	$12.1269	$12.3694	$12.6168	$12.8691	$13.1265	$13.3890	$13.6568	$13.9299	$14.2085	$14.4927	$14.7826	$15.0782	$15.3798	$15.6874		
	Jail Shift Supervisor	$31,357	$31,984	$32,624	$33,277	$33,942	$34,621	$35,313	$36,020	$36,740	$37,475	$38,224	$38,989	$39,769	$40,564	$41,375	$42,203	$43,047	$43,908	$44,786	$45,682		
	Lead Cemetery Caretaker																						
	Lead Parks Caretaker																						
	Neighborhood Improvement Officer																						
	Police Officer I																						
	Traffic Signal Technician																						
	Wastewater Laboratory Technician																						

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
180	Automotive Mechanic II	$15.829	$16.146	$16.468	$16.798	$17.134	$17.476	$17.826	$18.183	$18.546	$18.917	$19.295	$19.681	$20.075	$20.476	$20.886	$21.304	$21.730	$22.164	$22.608	$23.060		
	Building Maintenance Technician	$32,924	$33,583	$34,254	$34,940	$35,638	$36,351	$37,078	$37,820	$38,576	$39,348	$40,135	$40,937	$41,756	$42,591	$43,443	$44,312	$45,198	$46,102	$47,024	$47,965		
	Nutritionist I (E)																						
	Recycling Coordinator (E)																						
	Wastewater Plant Technician																						
190	Building Inspector	$16.621	$16.953	$17.292	$17.638	$17.991	$18.351	$18.718	$19.092	$19.474	$19.864	$20.261	$20.666	$21.079	$21.501	$21.931	$22.370	$22.817	$23.273	$23.739	$24.214		
	Construction Inspector	$34,572	$35,263	$35,968	$36,688	$37,421	$38,170	$38,933	$39,712	$40,506	$41,316	$42,143	$42,986	$43,845	$44,722	$45,617	$46,529	$47,460	$48,409	$49,377	$50,364		
	Environmental Public Health Specialist I (E)																						
	Fire Driver/Engineer	$11.8723	$12.1097	$12.3519	$12.5990	$12.8510	$13.1080	$13.3701	$13.6375	$13.9103	$14.1885	$14.4723	$14.7617	$15.0569	$15.3581	$15.6652	$15.9786	$16.2981	$16.6241	$16.9566	$17.2957		
	GIS Technician	$34,572	$35,264	$35,969	$36,688	$37,422	$38,170	$38,934	$39,713	$40,507	$41,317	$42,143	$42,986	$43,846	$44,723	$45,617	$46,530	$47,460	$48,409	$49,378	$50,365		
	Police Officer II																						
	Property Negotiator/Appraiser																						
200	Community Health Planner/Educator (E)	$17.451	$17.800	$18.156	$18.519	$18.890	$19.267	$19.653	$20.046	$20.447	$20.856	$21.273	$21.698	$22.132	$22.575	$23.026	$23.487	$23.956	$24.436	$24.924	$25.423		
	Golf Course Maintenance Supervisor (E)	$36,298	$37,024	$37,765	$38,520	$39,290	$40,076	$40,878	$41,695	$42,529	$43,380	$44,247	$45,132	$46,035	$46,955	$47,895	$48,852	$49,829	$50,826	$51,843	$52,879		
	Nutritionist II (E)																						
	Planner (E)																						
	Police Corporal																						
	Public Safety Communications Supervisor																						
	Utility Billing Supervisor																						
	Wastewater Pretreatment Technician																						
210	Building Maintenance Supervisor (E)	$18.324	$18.690	$19.064	$19.446	$19.834	$20.231	$20.636	$21.049	$21.469	$21.899	$22.337	$22.784	$23.239	$23.704	$24.178	$24.662	$25.155	$25.658	$26.171	$26.695		
	Chief Wastewater Plant Technician	$38,114	$38,876	$39,654	$40,447	$41,256	$42,081	$42,922	$43,781	$44,657	$45,550	$46,461	$47,390	$48,338	$49,304	$50,291	$51,296	$52,322	$53,369	$54,436	$55,525		
	Communications Technician																						
	Director of Sales/CVB (E)																						
	Environmental Public Health Specialist II (E)																						
	Fire Apparatus Fleet Manager																						
	IT Analyst																						
	Land Surveyor (E)																						
	Public Safety Communications Manager (E)																						
300	Assistant to the City Manager (E)	$19.240	$19.625	$20.017	$20.418	$20.826	$21.243	$21.667	$22.101	$22.543	$22.994	$23.453	$23.923	$24.401	$24.889	$25.387	$25.895	$26.412	$26.941	$27.479	$28.029	$28.590	$29.161
	Business Development Manager (E)	$40,019	$40,820	$41,636	$42,469	$43,318	$44,184	$45,068	$45,969	$46,889	$47,827	$48,783	$49,759	$50,754	$51,769	$52,804	$53,861	$54,938	$56,037	$57,157	$58,300	$59,466	$60,656
	Fleet Maintenance Supervisor (E)																						
	Golf Course Professional (E)																						
	Infrastructure Maintenance Supervisor (E)																						
	Plans Reviewer																						
	Wastewater Laboratory Supervisor																						
	Wastewater Pretreatment Inspector																						
310	Assistant Wastewater Plant Superintendent	$20.203	$20.607	$21.019	$21.440	$21.868	$22.306	$22.752	$23.207	$23.671	$24.144	$24.627	$25.120	$25.622	$26.135	$26.657	$27.191	$27.734	$28.289	$28.855	$29.432	$30.021	$30.621
	Communications Technician Manager (E)	$42,022	$42,863	$43,720	$44,594	$45,486	$46,396	$47,324	$48,270	$49,236	$50,220	$51,225	$52,249	$53,294	$54,360	$55,447	$56,556	$57,688	$58,841	$60,018	$61,218	$62,443	$63,692
	Community Health Nurse (E)																						
	Emergency Management Coordinator (E)																						
	Fire Captain	$14.4306	$14.7192	$15.0136	$15.3139	$15.6201	$15.9325	$16.2512	$16.5762	$16.9077	$17.2459	$17.5908	$17.9426	$18.3015	$18.6675	$19.0409	$19.4217	$19.8101	$20.2063	$20.6105	$21.0227	$21.4431	$21.8720
	Fire Marshal (E)	$42,022	$42,862	$43,720	$44,594	$45,486	$46,396	$47,323	$48,270	$49,235	$50,220	$51,224	$52,249	$53,294	$54,360	$55,447	$56,556	$57,687	$58,841	$60,018	$61,218	$62,442	$63,691
	Jail Administrator (E)																						
	Police Sergeant																						
	Public Information Officer (E)																						
	Regional Response Planner (E)																						
	Senior Accountant (E)																						
	Transportation Coordinator (E)																						
	WIC Services Coordinator (E)																						
320	* Assistant Director of Human Resources (E)	$21.213	$21.637	$22.070	$22.511	$22.962	$23.421	$23.889	$24.367	$24.854	$25.351	$25.859	$26.376	$26.903	$27.441	$27.990	$28.550	$29.121	$29.703	$30.297	$30.903	$31.521	$32.152
	Athletic Facilites Superintendent (E)	$44,123	$45,006	$45,906	$46,824	$47,760	$48,715	$49,690	$50,684	$51,697	$52,731	$53,786	$54,861	$55,959	$57,078	$58,219	$59,384	$60,571	$61,783	$63,019	$64,279	$65,565	$66,876
	Cemetery Superintendent (E)																						
	Financial Analyst (E)																						
	Medical Services Coordinator (E)																						
	Parks Maintenance Superintendent (E)																						
330	Airport Manager (E)	$22.274	$22.719	$23.174	$23.637	$24.110	$24.592	$25.084	$25.586	$26.098	$26.619	$27.152	$27.695	$28.249	$28.814	$29.390	$29.978	$30.577	$31.189	$31.813	$32.449	$33.098	$33.760
	* Assistant City Prosecutor (E)	$46,330	$47,257	$48,202	$49,166	$50,149	$51,152	$52,175	$53,219	$54,283	$55,369	$56,476	$57,605	$58,758	$59,933	$61,131	$62,354	$63,601	$64,873	$66,171	$67,494	$68,844	$70,221
	Civil Engineer I (E)																						
	Fire Training Chief (E)																						
	* Municipal Court Administrator (E)																						

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
340	Battalion Chief (E)	$23.388	$23.856	$24.333	$24.820	$25.316	$25.822	$26.339	$26.865	$27.403	$27.951	$28.510	$29.080	$29.662	$30.255	$30.860	$31.477	$32.107	$32.749	$33.404	$34.072	$34.753	$35.448
	Capital Improvement Project Manager (E)	$48,647	$49,620	$50,612	$51,625	$52,657	$53,710	$54,784	$55,880	$56,998	$58,138	$59,300	$60,486	$61,696	$62,930	$64,189	$65,473	$66,782	$68,118	$69,480	$70,870	$72,287	$73,733
	CDBG Project Manager (E)																						
	Chief Building Official (E)																						
	* City Prosecutor (E)	$16.7053	$17.0394	$17.3802	$17.7278	$18.0824	$18.4440	$18.8129	$19.1891	$19.5729	$19.9644	$20.3637	$20.7709	$21.1864	$21.6101	$22.0423	$22.4831	$22.9328	$23.3915	$23.8593	$24.3365	$24.8232	$25.3197
	Infrastructure Superintendent (E)	$48,646	$49,619	$50,611	$51,623	$52,656	$53,709	$54,783	$55,879	$56,996	$58,136	$59,299	$60,485	$61,695	$62,929	$64,187	$65,471	$66,780	$68,116	$69,478	$70,868	$72,285	$73,731
	Network Manager																						
	Police Captain (E)																						
	Wastewater Plant Superintendent (E)																						
350	* Assistant City Attorney (E)	$24.557	$25.048	$25.549	$26.060	$26.581	$27.113	$27.655	$28.208	$28.772	$29.348	$29.935	$30.534	$31.144	$31.767	$32.402	$33.050	$33.711	$34.386	$35.073	$35.775	$36.490	$37.220
	* Assistant Director of Health & Env/Epid Coordinator (E)	$51,079	$52,100	$53,142	$54,205	$55,289	$56,395	$57,523	$58,673	$59,847	$61,044	$62,264	$63,510	$64,780	$66,076	$67,397	$68,745	$70,120	$71,522	$72,953	$74,412	$75,900	$77,418
	* Assistant Director of Planning, Development and Neighborhood Services (E)																						
	Civil Engineer II (E)																						
	* CVB Director (E)																						
360	* Assistant Director of Public Works/Operations (E)	$25.785	$26.301	$26.827	$27.363	$27.911	$28.469	$29.038	$29.619	$30.211	$30.815	$31.432	$32.060	$32.702	$33.356	$34.023	$34.703	$35.397	$36.105	$36.827	$37.564	$38.315	$39.081
	* Assistant Finance Director (E)	$53,633	$54,705	$55,800	$56,916	$58,054	$59,215	$60,399	$61,607	$62,839	$64,096	$65,378	$66,686	$68,019	$69,380	$70,767	$72,183	$73,626	$75,099	$76,601	$78,133	$79,696	$81,289
	* Assistant Police Chief (E)																						
	* Deputy Fire Chief (E)																						
370	* Human Resources Director/Risk Mgmt (E)	$29.848	$30.445	$31.054	$31.675	$32.308	$32.955	$33.614	$34.286	$34.972	$35.671	$36.385	$37.112	$37.854	$38.612	$39.384	$40.171	$40.975	$41.794	$42.630	$43.483	$44.353	$45.240
		$62,084	$63,326	$64,592	$65,884	$67,202	$68,546	$69,916	$71,315	$72,741	$74,196	$75,680	$77,193	$78,737	$80,312	$81,918	$83,557	$85,228	$86,932	$88,671	$90,444	$92,253	$94,098
380	* Assistant Director of Public Works/Engineering (E)	$31.342	$31.969	$32.608	$33.260	$33.926	$34.604	$35.296	$36.002	$36.722	$37.457	$38.206	$38.970	$39.749	$40.544	$41.355	$42.182	$43.026	$43.886	$44.764	$45.659	$46.573	$47.504
	* Community Health Director (E)	$65,191	$66,495	$67,825	$69,182	$70,565	$71,977	$73,416	$74,884	$76,382	$77,910	$79,468	$81,057	$82,678	$84,332	$86,019	$87,739	$89,494	$91,284	$93,109	$94,972	$96,871	$98,808
	* Director of Planning, Development and Neighborhood Services (E)																						
	* Parks & Recreation Director (E)																						
390	* Director of Information Technology (E)	$32.908	$33.566	$34.237	$34.922	$35.621	$36.333	$37.060	$37.801	$38.557	$39.328	$40.115	$40.917	$41.735	$42.570	$43.421	$44.290	$45.176	$46.079	$47.001	$47.941	$48.900	$49.878
	* Finance Director (E)	$68,449	$69,818	$71,214	$72,638	$74,091	$75,573	$77,084	$78,626	$80,198	$81,802	$83,439	$85,107	$86,809	$88,546	$90,317	$92,123	$93,965	$95,845	$97,762	$99,717	$101,711	$103,745
400	* Fire Chief (E)	$34.555	$35.246	$35.951	$36.670	$37.403	$38.152	$38.915	$39.693	$40.487	$41.296	$42.122	$42.965	$43.824	$44.701	$45.595	$46.506	$47.437	$48.385	$49.353	$50.340	$51.347	$52.374
	* Police Chief (E)	$71,874	$73,312	$74,778	$76,274	$77,799	$79,355	$80,942	$82,561	$84,212	$85,897	$87,614	$89,367	$91,154	$92,977	$94,837	$96,733	$98,668	$100,642	$102,654	$104,707	$106,802	$108,938
410	* Public Works Director (E)	$36.281	$37.007	$37.747	$38.502	$39.272	$40.057	$40.858	$41.675	$42.509	$43.359	$44.226	$45.111	$46.013	$46.933	$47.872	$48.829	$49.806	$50.802	$51.818	$52.855	$53.912	$54.990
		$75,464	$76,974	$78,513	$80,084	$81,685	$83,319	$84,985	$86,685	$88,419	$90,187	$91,991	$93,831	$95,707	$97,621	$99,574	$101,565	$103,597	$105,668	$107,782	$109,937	$112,136	$114,379

CITY OF JOPLIN
EXHIBIT "B"-SALARY ADMINISTRATION PLAN FOR
PART-TIME SEASONALS
EFFECTIVE AUGUST 4, 2018

	REGULAR Part-Time Hourly	Step 1- Hr	Step 2 - Hr.	Step 3- Hr.
530	Peer Counselor	$ 10.107	$ 10.511	$ 10.931
555	Interpreter/Translator	$ 10.675	$ 11.102	$ 11.546
570	Lead Peer Counselor	$ 12.124	$ 12.609	$ 13.114

	SEASONAL Part -Time Hourly	Step 1- Hr.	Step 2 - Hr.	Step 3 - Hr.
500	Cashiers - Part-Time	$ 8.668	$ 9.014	$ 9.375
502	Clerk-Part-Time	$ 9.102	$ 9.466	$ 9.844
505	Recreation Instructor-Part-Time	$ 9.534	$ 9.915	$ 10.313
520	Laborer-Part-Time	$ 9.915	$ 10.313	$ 10.725
540	School Crossing Guard-Part-Time	$ 10.313	$ 10.725	$ 11.155
555	Police Reserve Officer-Part-Time	$ 10.675	$ 11.102	$ 11.546
560	School Crossing Guard Coordinator-Part-Time	$ 11.155	$ 11.600	$ 12.066
570	Engineering Aid-Part-Time	$ 12.124	$ 12.609	$ 13.114
580	Court Bailiff-Part-Time	$ 15.759	$ 16.389	$ 17.045
600	Cashier - Seasonal Lifeguard-Seasonal	$ 8.668	$ 9.014	$ 9.375
610	Pool Operator-Seasonal	$ 9.915	$ 10.313	$ 10.725
620	Athletic Coordinator-Seasonal Aquatic Supervisor-Seasonal Concessions Coordinator-Seasonal Day Camp Director-Seasonal Golf Lead Cashier-Seasonal	$ 10.725	$ 11.155	$ 11.601

SCHEDULE C

CITY OF JOPLIN
BUDGET AMENDMENT
2017-2018 ADOPTED BUDGET
10-Jul-18

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	City Manager	001-0501-500-1010	Regular Wages	$		360
	City Clerk	001-0801-500-1010	Regular Wages			315
	Legal Services	001-1002-500-1010	Regular Wages			2,065
	Prosecutor Services	001-1003-500-1010	Regular Wages			1,345
	HR Administration	001-1201-500-1010	Regular Wages			460
	HR Personnel Services	001-1202-500-1010	Regular Wages			1,000
	Building Regulations	001-1506-570-1010	Regular Wages			1,860
	Finance Administration	001-2001-500-1010	Regular Wages			915
	Finance	001-2003-500-1010	Regular Wages			6,070
	IT	001-2501-500-1010	Regular Wages			2,520
	Municipal Court	001-3001-500-1010	Regular Wages			3,045
	PW Administration	001-4501-520-1010	Regular Wages			650
	PW Facility Maintenance	001-4502-520-1010	Regular Wages			855
	PW City Hall Maintenance	001-4504-520-1010	Regular Wages			815
	PW Engineering	001-4505-520-1010	Regular Wages			3,340
	PW Operations	001-4506-520-1010	Regular Wages			455
	Police Administration	001-5501-510-1010	Regular Wages			2,635
	Police Patrol	001-5502-510-1010	Regular Wages			10,320
	Police Investigations	001-5503-510-1010	Regular Wages			9,345
	Police Support Services	001-5504-510-1010	Regular Wages			2,350
	Police Jail Services	001-5507-510-1010	Regular Wages			4,960
	Police SEU	001-5508-510-1010	Regular Wages			4,450
	Police PS Tax	001-5575-510-1010	Regular Wages			13,395
	Police Federal Grants	001-5590-510-1010	Regular Wages			1,595
	Police Local Grants	001-5593-510-1010	Regular Wages			300
	Fire Administration	001-6001-510-1010	Regular Wages			1,735
	Fire Operations	001-6002-510-1010	Regular Wages			33,620
	Fire Prevention	001-6003-510-1010	Regular Wages			1,275
	Fire PS Tax	001-6075-510-1010	Regular Wages			10,340
	Cemetery	001-6540-560-1010	Regular Wages			2,700
	Emergency Mgmt Admin	001-7001-510-1010	Regular Wages			340
	Emergency Mgmt Services	001-7002-510-1010	Regular Wages			200
	Neighborhood Improvement	001-8001-520-1010	Regular Wages			1,735
	Total General Fund			$	-	127,365
105	CVB Fund					
	CVB Services	105-4001-560-1010	Regular Wages	$		1,775
	CVB Special Operations	105-4080-560-1010	Regular Wages			200
	Total CVB Fund			$	-	1,975
110	Health Fund					
	Health Administration	110-3501-550-1010	Regular Wages	$		3,490
	Health WIC Services	110-3502-550-1010	Regular Wages			3,925
	Health Environmental	110-3503-550-1010	Regular Wages			5,905
	Health Medical Services	110-3504-550-1010	Regular Wages			3,825
	Health Animal Control	110-3505-550-1010	Regular Wages			1,730
	Health Emergency Preparedr	110-3507-550-1010	Regular Wages			110
	Total Health Fund			$	-	18,985

115	Parks Fund					
	Parks Administration	115-6501-560-1010	Regular Wages	$		1,840
	Parks Recreation Programs	115-6511-560-1010	Regular Wages			535
	Parks Memorial Hall	115-6513-560-1010	Regular Wages			285
	Parks Athletic Complex	115-6516-560-1010	Regular Wages			2,630
	Parks Grounds Maintenance	115-6532-560-1010	Regular Wages			3,590
	Total Parks Fund			$	-	8,880
120	SWM Fund					
	Solid Waste Billing	120-2002-540-1010	Regular Wages	$		740
	Solid Waste Administration	120-4510-540-1010	Regular Wages			230
	Total SWM Fund			$	-	970
130	Parks/Stormwater Sales Tax Fund					
	Stormwater	130-4555-530-1010	Regular Wages	$		1,890
	Total Parks/Stormwater Sales Tax Fund			$	-	1,890
140	TST Fund					
	Street Maintenance	140-4520-530-1010	Regular Wages	$		5,645
	Street Cleaning	140-4521-530-1010	Regular Wages			430
	Traffic	140-4530-530-1010	Regular Wages			430
	MAPS	140-5002-530-1010	Regular Wages			10,135
	Total TST Fund			$	-	16,640
145	Capital Improvement Sales Tax Fund					
	Capital Improve Projects	145-4565-520-1010	Regular Wages	$		545
	Total Capital Improvement Sales Tax Fund			$	-	545
150	Community Planning Fund					
	CDBG Administration	150-1501-570-1010	Regular Wages	$		1,690
	Planning & Zoning	150-1505-570-1010	Regular Wages			545
	CDBG-DR	150-1518-570-1010	Regular Wages			3,735
	MPO	150-1591-570-1010	Regular Wages			220
	Total Community Planning Fund			$	-	6,190
405	Airport Fund					
	Regional Airport	405-5004-520-1010	Regular Wages	$		1,885
	Total Airport Fund			$	-	1,885
410	Golf Course Fund					
	Golf Administration	410-6520-560-1010	Regular Wages	$		345
	Golf Maintenance	410-6521-560-1010	Regular Wages			1,300
	Total Golf Course Fund			$	-	1,645
415	Sanitary Sewer Fund					
	Sewer Billing	415-2002-540-1010	Regular Wages	$		780
	Sewer Treatment	415-4541-540-1010	Regular Wages			13,850
	Sewer Maintenance	415-4542-540-1010	Regular Wages			2,000
	Total Sewer Fund			$	-	16,630

505	Central Garage Fund					
	Central Garage	505-7870-500-1010	Regular Wages	$		1,975
	Total Central Garage Fund			$	-	1,975
512	Worker's Compensation Fund					
	Worker's Compensation	512-7503-500-1010	Regular Wages	$		165
	Total Worker's Compensation Fund			$	-	165
515	Liability Insurance Fund					
	Liability Insurance	515-7501-500-1010	Regular Wages	$		165
	Total Liability Insurance Fund			$	-	165
520	Emergency Communications Fund					
	Dispatch Services	520-8502-510-1010	Regular Wages	$		4,765
	Dispatch Services	520-8503-510-1010	Regular Wages			675
	Total Emergency Communications Fund			$	-	5,440
	Grand Total			$	-	211,345

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JULY 16, 2018

ITEM: COUNCIL BILL NO. 2018-511
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

Department Head: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill amends the adopted 2017-2018 Budget of the City of Joplin.

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

Here is the explanation for the items in Schedule A:

- Amending the golf course budget in the amount of $43,526.00 to pay off the lease for damaged golf mower.
- Amending the golf course budget in the amount of $57,897.00 to purchase a replacement golf mower.
- Reducing the golf course budget in the amount of $4,240.00 for the reduction in the lease payment.
- Amending the central garage budget to replace the transmission on the service truck in the amount of $8,000.00.
- Amending the liability insurance budget in the amount of $97,183.00 to cover the city's cost of the replacement mower and lease payment.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues in the amount of $97,183.00 and expenditures by $202,366.00.

RECOMMENDATION:
City Staff recommends this council bill be approved on an emergency basis.

COUNCIL BILL NO. 2018-511 **ORDINANCE NO.**

AN ORDINANCE 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, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2017-167 on October 16, 2017, which estimated revenues and appropriated funds for the fiscal year 2017-2018, and

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

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

Section 1. That fiscal year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by increasing revenues by the total amount of Ninety Seven Thousand One Hundred Eighty-Three Dollars and No Cents ($97,183.00) and by increasing appropriations by the total amount of Two Hundred Two Thousand Three Hundred Sixty-Six Dollars and No Cents ($202,366.00) for the purposes and amounts as shown in Schedule A attached hereto.

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

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

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

of _____, 2018, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2017-2018 ADOPTED BUDGET
10-Jul-18

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
410	Golf Course Fund					
	Golf Course	410-0000-450-0604	Insurance Claim Settlement	$	97,183	
	Golf Maintenance	410-6521-560-8215	Rolling Stock			57,897
	Golf Maintenance	410-6521-560-5305	Judgments & Claims			43,526
	Golf Maintenance	410-6521-560-8220	Operating Equipment			(4,240)
	Total General Fund			$	97,183	97,183
505	Central Garage Fund					
	Central Garage	505-7870-500-4210	Central Garage Repairs			8,000
	Total Central Garage Fund			$	-	8,000
510	Liability Insurance Fund					
	Liability Insurance	510-7504-500-5305	Judgments & Claims			97,183
	Total Liability Insurance Fund			$	-	97,183
	Grand Total			$	97,183	202,366

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 16, 2018

Item: Council Bill No. 2018-264
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) 2016 CHDO Homebuyer New Construction Agreement
2) Council Bill No 2018-264

Department Head: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
The following agreement is between the City of Joplin and Economic Security Corporation of Southwest Area to develop and construct homes as part of the 2016 Homebuyer New Construction Program.

DISCUSSION:

The City of Joplin, acting as the lead Participating Jurisdiction of the Joplin HOME Consortium, intends to provide HOME funds received from the Department of Housing and Urban Development (HUD) to Economic Security Corporation. Economic Security Corporation, as designated by the City of Joplin as a Community Housing Development Organization (CHDO), is to receive HOME CHDO set aside funds as required by HUD. Economic Security has identified a site to acquire, the Community Development Planner has conducted Environmental review, and upon effect of this agreement notice to proceed will be given to develop two homes for the benefit of low to moderate income homebuyers. The site is located in Sarcoxie, MO and will be the first homes built in in Sarcoxie since the formation of the Joplin Consortium.

This council bill provides Two Hundred and Five Thousand Dollars and Zero Cents ($205,000.00) from the HOME Investment Partnership Program.

RECOMMENDATION:

This program has received prior approval from the Council as part of the 2016 Action Plan.

Staff recommends approval of the agreement.

COUNCIL BILL NO. 2018-264 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area that pertains to 2014, 2015, 2016 and 2017 HOME funds in the total amount not to exceed Two Hundred Five Thousand and no/100 ($205,000.00) authorizing the City Manager or his designee to execute same on behalf of the City.

WHEREAS, the City of Joplin and Economic Security Corporation of Southwest Area, are desirous of entering into an agreement whereby Economic Security Corporation of Southwest Area will develop two properties as part of the 2016 CHDO Homebuyer New Construction Program on behalf of the Joplin Consortium HOME Investment Partnership Program.

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

Section 1: That an Agreement between the City of Joplin, Missouri and Economic Security Corporation of Southwest Area is entered into for two hundred five thousand dollars ($205, 000.00), a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2: That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement in substantially similar form, by and on behalf of the City of Joplin.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

JOPLIN CONSORTIUM

2016 CHDO Homebuyer New Construction Program

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
ECONOMIC SECURITY CORPORATION

THIS AGREEMENT MADE this ____ day of _____, 2018, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and the Economic Security Corporation of Southwest Area, a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 302 S. Joplin Ave., Joplin Missouri, 64801.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, the DEVELOPER has been certified with the CITY as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO-eligible project under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **AGENCY** – is hereby defined as the Planning Development and Neighborhood Services, the HOME Program administering agency of the City of Joplin and members of the Joplin Consortium, as shown in Attachment A. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the Planning Development and Neighborhood Services Manager of the CITY.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section III SCOPE OF WORK, hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described hereof.

E. **PROJECT** – is hereby defined as the construction of individual houses for low to moderate income families to support the PROGRAM. The Specific project location will be located at the current addresses of 902, 904 & 908 Center Street, Sarcoxie MO.

F. **PROGRAM**- is hereby defined as the overall process which includes each PROJECT developed in accordance with this Agreement.

G. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

Section II – Term

The DEVELOPER expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

Project Time Schedule

Milestone	***Deadline***
Site plan development and acquisition of lot	Summer 2018
Construction notice to proceed	September 2018
Quarterly progress reports	December 15, 2018 March 15, 2019
Construction completion	Spring/Summer 2019
Quarterly progress report	June 15, 2019
Home Sold	9 months after construction completion
Expenditure deadline	September 15, 2019

In addition, this project is subject to ongoing compliance requirements of HOME for five years from the date project completion date; Except, for documents imposing Recapture/Resale restrictions which must be retained for five years after the affordability period terminates [92.508 (c)(2)]. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. Ongoing compliance requirements include monitoring units for principal residency and recapture of funds at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the DEVELOPER that the PROJECT must be completed (construction completed and home sold) within **4 Years of the Signing of this Agreement.** The DEVELOPER agrees, then to work as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this

contract and the revocation of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth.

In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from ongoing compliance requirements, Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER, the CITY shall grant (upon HUD approval) a one-year extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Use of Funds

The DEVELOPER, in close coordination with the CITY, shall perform all services (the "WORK") necessary to assist in the development of the at least **two (2) PROJECTS** as discussed in ATTACHMENT B: PROPOSAL FOR: 2016 JOPLIN CONSORTIUM; CHDO New Construction Homebuyer Program in full compliance with the terms of this Agreement.

It is understood that the DEVELOPER will provide architectural plans, a working budget and realistic timetable for each PROJECT as it relates to: construction materials, specialty labor, and other related development costs prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items. The PROJECT will be considered approved when all necessary documentation has been received and letter of notice to proceed is issued by the CITY.

The aforementioned Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal. The aforementioned documents will be considered to be a part and portion of this agreement for reference.

Section IV – Requests for Disbursement of Funds

A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the DEVELOPER on an invoice containing the organization logo or letterhead, contain an itemized list of items to be reimbursed, total dollar amount requested, along with adequate and proper documentation of all eligible costs incurred in compliance with the actual cost of construction (92.206).

B. **Eligible and Ineligible Expenses (92.205; 92.206; 92.214):** All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget. The DEVELOPER will follow the regulations for eligible and ineligible project costs set forth in 92.206 and 92.214. Expenses found to be out of compliance with regulation 92.214 will not be reimbursed by the CITY.

C. The CITY shall pay the DEVELOPER, as maximum compensation or FEE for the developer services required pursuant to the Scope of Work thereof, EIGHTEEN THOUSAND SIX HUNDRED DOLLARS **($18,600.00)** of HOME Funds, an amount included in Section IV A. DEVELOPER FEE is not to exceed 10% of total development costs if additional sources are included in the project. Progress payments of FEES will not exceed the following cumulative maximum percentages of total developer fee at the following stages of each project completion:

Milestone	***Max. Cumulative Developer Fee %***
Acquisition closing	25%
50% construction completion	50%
Construction completion (certificate of occupancy)	75%
Sale to Qualified LMI Buyer & completion report	100%

D. The CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

E. The DEVELOPER may submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

F. **Affordability (92.252; 92.254):**
The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].
The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

HOME amount per-unit	**Minimum period of affordability in years**
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

A. **Environmental Review (92.352):** No HOME project funds will be advanced, and no costs can be incurred, until the City has conducted an **Environmental Review** of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction, prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. **Qualification as Affordable Housing (92.254):** The DEVELOPER will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is Single Family Housing and Modest Housing (housing that does not exceed 95% of the median purchase price for the area) 92.254(a) (2) (i), and will be the principle residence of the income eligible family throughout the affordability period.

The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 92.254 (owner-occupied). The DEVELOPER shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program***.

The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

If the property is sold through a lease-purchase agreement, the AWARDEE will ensure compliance with 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 599B.

C. **Nondiscrimination (92.350):** In the selection of occupants for PROJECT units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

D. **Property Standards (92.251; 92.355):** The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

E. The DEVELOPER will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME program.

F. The DEVELOPER will be monitored by the AGENCY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files as requested by the AGENCY during the PROJECT and for Five (5) years after completion and closeout of the AGREEMENT.

Section VI – Repayment of Loan

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the PROGRAM requirements as outlined above.

B. It is understood that upon the completion of the PROGRAM, any HOME funds reserved but not expended under this agreement will revert to the CITY.

C. If the PROJECT is rental, funds will remain a deferred loan for the period of 15 years, at which time the loan may be forgiven or extended in the sole discretion of the CITY for another term. Sale of the property to another party may occur only with the approval of the CITY, and the purchaser shall assume all obligations of the DEVELOPER under this agreement, the note and mortgage, and the deed covenants. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

D. If the PROJECT is for owner-occupancy, the DEVELOPER shall lend the HOME funds to the individual buyers in an amount sufficient to make the purchase affordable. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and subordinate mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the AGENCY (and consistent with the method of recapture identified in the CITY's Consolidated Plan.")

1) All net sales proceeds from the sale of units are considered to be CHDO proceeds that may be retained by the DEVELOPER and used in conformance with 24 CFR 92.300(a)(2), or as specified in ATTACHMENT B, "PROPOSAL FOR: 2016 JOPLIN CONSORTIUM; CHDO New Construction Homebuyer Program".

2) Prior to each closing, the DEVELOPER will provide to the AGENCY the estimated settlement statement, along with a reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be lent to the buyer as "Buyer subsidies" secured by the HOME note and mortgage, the pro-rated HOME development funds that are to be forgiven as "Development subsidies", and the amount of developer fee or CHDO sales proceeds to be retained from settlement funds.

3) All resale proceeds that are received from buyers as they resell the properties during the compliance period to other buyers shall be considered "Recaptured Funds" under 24 CFR 92.254(a)(5)(ii)A)(5) and must be repaid to the CITY for use in eligible HOME projects as required by 24 CFR 92.503. The DEVELOPER shall promptly notify the AGENCY of such transactions and will promptly convey any Recaptured Funds to the AGENCY.

Section VII – CHDO Provisions (92.300)

It is understood that the AWARDEE has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the PROJECT/AGREEMENT in accordance with 24 CFR 92. AWARDEE agrees to provide information as may be requested by the AGENCY to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

Any funds advanced as CHDO pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.

Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208.

Any funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a)(2) and as specified in this Agreement.

If the project is rental, the AWARDEE will create and follow a tenant participation plan as required in 24 CFR 92.303.

Section VIII – Procurement Standards

The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the DEVELOPER shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 – 24 CFR 84.48.

In addition, the following requirements are imposed on any procurement under this PROJECT:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

It is not acceptable to divide or split quantities to be purchased with the intent of evading or circumventing the bidding requirements.

In addition, it is understood that any DEVELOPER that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257 for Faith-based activities.

Section IX – Conflict of Interest Provisions (92.356)

The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER , including:

    - Occupancy of a rental housing unit in a HOME-assisted rental project;
    - Receipt of HOME tenant-based rental assistance;
    - Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
    - Receipt of HOME homebuyer acquisition assistance; or
    - Receipt of HOME owner-occupied rehabilitation assistance

This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the Participating Jurisdiction. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section X – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the DEVELOPER information regarding its requirements for the PROJECT.

B. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender

and regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XI – Equal Employment Opportunity and Labor

During the performance of this contract, the DEVELOPER agrees as follows:

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

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

C. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The DEVELOPER 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 DEVELOPER 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 its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

F. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER 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, regulations, or order of the Secretary of Labor or as otherwise provided by law.

G. The DEVELOPER will include the provisions of paragraphs (a) through (g) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER will take such action with respect to any subcontract or purchase order as the AGENCY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the DEVELOPER becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the AGENCY, the DEVELOPER may request the United States to enter into such litigation to protect the interest of the United States.

Section XII – Labor, Training & Business Opportunity (92.354)

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that 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 project area.

B. The DEVELOPER shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The DEVELOPER certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The DEVELOPER will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The DEVELOPER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the DEVELOPER or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIII – Compliance with Federal, State & Local Laws

The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000.

The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIV – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the

DEVELOPER for the purpose of setoff until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience of the CITY

The CITY may terminate for its convenience this contract at any time by giving at least thirty (30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the DEVELOPER covered by this contract, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVI – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in Section II of this agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the AGENCY or an agent of the AGENCY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit any and all quarterly reports required by HUD or the CITY to the AGENCY on the following due dates: December 1, March 1, June 1, next following the date of this agreement.

The AGENCY will send the DEVELOPER one reminder notice if the quarterly report has not been

received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements may be created by the AGENCY and effective when submitted to the DEVELOPER in writing.

Section XVIII – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER at any and all reasonable times.

The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after final payment and project closeout is made under this Agreement.

If required, the DEVELOPER will provide the AGENCY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT is implemented, whenever the DEVELOPER expends $500,000 or more in a year, in Federal awards, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City address --- 602 S. Main Street; Joplin, Missouri 64801

DEVELOPER address --- 302 S. Joplin Ave., Joplin Missouri 64801

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Missouri.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be

determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Missouri or the City of Joplin, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

H. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

I. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. DEVELOPER shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER 's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER , including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

M. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. DEVELOPER shall follow the legal protocol for the Federal Work Authorization Program ("FWAP") as found in Attachment D.

IN WITNESS WHEREOF,

The City of Joplin and the DEVELOPER have caused their signatures to be hereunto affixed and duly attested.

FOR DEVELOPER

Economic Security Corporation of Southwest Area: a Missouri Nonprofit Organization

By: _____ Date: _____

John Joines
Executive Director

Attest:

_____
_____
_____

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By: _____ Date: _____

Troy Bolander
Director of Planning, Development, and Neighborhood Services

Attest:

_____

Barbara Gollhofer
City Clerk

Approved as to form:

_____

Peter Edwards
City Attorney

Attachment A

The Joplin HOME Consortium is organized by written Memorandums of Understandings with the City of Joplin and consists of the following 11 members:

1) City of Joplin, and
2) City of Carthage, and
3) City of Webb City, and
4) City of Carl Junction, and
5) City of Carterville, and
6) City of Sarcoxie, and
7) City of Oronogo, and
8) Village of Airport Drive, and
9) City of Neck City, and
10) All unincorporated areas of Jasper County, and
11) Village of Duquesne

Attachment B

PROPOSAL FOR:

2016 JOPLIN CONSORTIUM

CHDO NEW CONSTRUCTION HOMEBUYER PROGRAM

The Economic Security Corporation of Southwest Area (ESC) presents the following proposal intended to meet the purposes of the Community Housing Development Organization (CHDO) set-aside funds.

SUMMARY

ESC proposes to use $115,000.00 CHDO 2016 Funds, $29,605.50 2014 HOME Entitlement Funds, $36,839.00 2015 HOME Entitlement funds, and $23,555.50 of 2017 CHDO funds to acquire and redevelop three (3) single family lots, re-record acquired land to two (2) lots and build two (2) homes. The program will be fully financed by these grant funds. The homes built under this program will be located in a community that is a member of the Joplin Consortium. The home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by stabilizing housing stock and to promote homeownership.

It is the intent of the ESC to develop the project in a way that the program grows and becomes more self-sustaining with time. As homes are sold, the remaining funds, including any potential profits, will be reused in the program. As funds become free of federal regulations, a portion of the proceeds will be donated to another organization for a planned HOME eligible activity, allowing for the eventual shift of future HOME funds from other program activities to an increase in CHDO funding for this program.

The program will be flexible in that if a home does not sell and starts to become a liability to the organization there will be other options available. These options will include the use of a lease-purchase agreement and/or the eventual conversion of the house into an affordable rental unit owned and managed by the ESC.

ACQUISITION

The lots located at 902, 906 & 908 Center Street, located in the City of Sarcoxie, MO have been selected by ESC as the lots to acquire. The three lots acquired are anticipated to cost approximately $10,000.

Environmental Review has been completed by the City to determine site eligibility, and upon approval of the Joplin City Council and execution of written agreement, ESC will be given notice to proceed to acquire and commence with all responsibilities in aforementioned agreement.

CONSTRUCTION

The homes will be built in conformance with local applicable building code standards. ESC will either use its own employees, sub-contract out, or hire a general contractor to perform the construction of each home. ESC would like to reserve the right to work with a volunteer group if given the opportunity.

The ESC will abide by the following Procurement Standards:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

The lowest, most responsive and responsible bidder will be awarded each contract. The contractor's ability to complete each activity in a timely manner will also be considered during the selection process. The contractor will have a pre-negotiated start and end date for the project. They will also be required to obtain all applicable licenses and permits where required. The ESC will oversee and inspect the construction of each home,

including the approval of pay requests. Payments to the contractor will be made upon each approved inspection.

SALE TO HOMEBUYER
Since the intent and purpose of the CHDO program is to assist LMI homebuyers, a concerted effort will be made to sell each project to those LMI families for the purpose of homeownership.

The ESC will prepare "For Sale" flyers and have them available in yard signs at each property and distribute them to all area realtor offices on a routine basis. Advertisements will also be placed in local newspapers, especially the Joplin Globe, at least once a month. These costs will be accounted for in the budgeting phase. When a written offer is made, either by the individual homebuyer or their representative (realtor), the decision to accept, decline, or make a counter offer will be made by the ESC. When an acceptable price is agreed upon by both parties, a title company will be selected by the buyer's representative or procured for by the ESC, if necessary. A standard closing process will be completed by the title company. The ESC will receive all (CHDO) proceeds at the closing of the property.

OTHER OPTIONS
In the event a particular project does not sell within nine (9) months of its construction completion, the ESC reserves the right to exercise other options including a lease-purchase agreement and/or the conversion of the project to an affordable housing rental unit. A separate agreement will be developed between the ESC and City of Joplin for this purpose if and when it is necessary.

CHDO PROCEEDS
When homes are sold, the funds that are repaid to the ESC will be considered CHDO Proceeds and placed into a reserve account. When a sufficient amount of funds are available in the account, the CHDO Proceeds will be used to fund HOME-eligible rehabilitation projects or additional new construction, as desired.

When the homes that are developed with CHDO proceeds are sold, the funds that are repaid to the ESC will no longer be restricted to federal regulations and will be considered "cash proceeds". The ESC proposes to use those funds as owner equity in future activities and as cash donations to other organizations for planned HOME eligible activities in exchange for a reasonable increase in Joplin Consortium HOME funding.

PROGRAM BUDGET
The following budget represents our anticipated costs per home:

	Acquisition	Construction	Developer Fee	Totals
Home #1	$ 5,000	$ 88,200.00	$ 9,300.00	$ 102,500.00
Home #2	$ 5,000	$ 88,200.00	$ 9,300.00	$ 102,500.00

Attachment D

Federal Work Authorization Program

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(Name) and I am the _____(Title) of _____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires:

_____