COUNCIL AGENDA
July 18, 2016
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Recognition Of The Joplin Proud Committee

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The July 5, 2016 City Council Meeting

      Documents:

      JULY 5 MIN.PDF

   2. COUNCIL BILL NO. 2016-267

      COUNCIL BILL NO. 2016-267 - AN ORDINANCE providing for the vacation of a 20-foot wide public utility easement located at 2030 Connecticut Avenue in the City of Joplin, Jasper County, Missouri.

   3. COUNCIL BILL NO. 2016-268

      COUNCIL BILL NO. 2016-268 - AN ORDINANCE providing for the vacation of a 20-foot wide public utility easement located at 2030 Connecticut Avenue in the City of Joplin, Jasper County, Missouri.

   4. COUNCIL BILL NO. 2016-515
      COUNCIL BILL NO. 2016-515 - AN ORDINANCE repealing Section 58-66, Sale of Fireworks, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 58-66, Sale of Fireworks, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

   5. COUNCIL BILL NO. 2016-607
      COUNCIL BILL NO. 2016-607 - AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing a new classification title for the Fire Department.

9. **Resolutions**

1. RESOLUTION NO. 2016-014
   A RESOLUTION authorizing the filing of a One Year Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of
   Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2016; and authorizing the City Manager or his designee, the Director of Planning, Development and Neighborhood Services to execute said Plan for and on behalf of the City of Joplin.

   Documents:

   2016BUDGETS_FINALIZED.PDF
   FY2016 ACTION PLAN QUICK GLANCE.PDF
   RS 2016-014 SUMMARY.PDF
   RS 2016-014.PDF

2. RESOLUTION NO. 2016-015
   A RESOLUTION extending the time for completion of the 15th Street Improvements in the 1717 Market Place Tax Increment Financing Plan pursuant to the Agreement Regarding Repayment Rights.

   Documents:

   RESOLUTION 2016-015 - RESOLUTION SUMMARY SHEET 1717 MARKETPLACE EXTENSION FOR 15TH STREET IMPROVEMENTS.PDF
   RESOLUTION 2016-015 1717 MARKETPLACE EXTENSION FOR 15TH STREET IMPROVEMENTS.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2016-131
   AN ORDINANCE approving an agreement with HDR Engineering Incorporated in the not to exceed amount of Three Hundred Sixteen Thousand, Three Hundred Forty- Six Dollars, ($316,346.00) for Engineering Services Associated with the Connecticut Avenue Bridge Replacement Project authorizing the City manager to execute the same; and containing an emergency clause.

   Documents:

   CB 2016 -131 CONSULTANT AGREEMENT HDR.PDF
   CB 2016- 131 SUMMARY SHEET.PDF
   HDR WORK AUTHORIZATION.PDF
   CB 2016 - 131 LOCATION MAP.PDF

2. COUNCIL BILL NO. 2016-132

   AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements from property described as, All that part of the Southeast Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, City of Joplin, Jasper County, Missouri, being all that part of the tract of land described in the General Warranty Deed duly recorded in the Jasper County Recorder's Office in Deed Book 1802, at Page 715, for the construction of public road and storm water public improvements near 29th and Arizona Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

Documents:

CB 2016 - 132 LOCATION MAP.PDF
CB 2016- 132 ARIZONA.PDF
CB 2016- 132 SUMMARY SHEET.PDF

3. COUNCIL BILL NO. 2016-133
AN ORDINANCE approving Amendment 1 to the agreement for Olsson Associates for Two Hundred Seventy Two Thousand Three Hundred Ninety One no/100 Dollars ($272,391.00) for Engineering Services of Design & Construction Management Associated for the 32nd Street Widening from Schifferdecker to Central City Road Project and containing an emergency clause.

Documents:

SUMMARY SHEET OLSSON 2016-133.DOC
CB 2016-133.DOC
AMD_1 JOPLIN 32ND ST WIDENING WITH COMMENTS ADDRESSED.PDF
MAP.PDF

4. COUNCIL BILL NO. 2016-453
AN ORDINANCE authorizing a Program Services Contract Amendment, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for Thirty-Six Thousand, Three Hundred Thirty-Seven Dollars, no Cents, ($36,337.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents:

CB2016-453-SUMMARY SHEET.PDF
CB2016-453-COUNCIL BILL.PDF
CB2016-453 SUPPLEMENTAL ITEM.PDF

5. COUNCIL BILL NO. 2016-608
AN ORDINANCE approving a Contract for Technical Support by and between the City of Joplin, Missouri and Motorola, Inc., dealing generally with the provision of customer support, maintenance, and technical support for the City's Motorola Digital Radio System for the annual amount of Seventy- Nine Thousand, Six Hundred Thirty-Six Dollars and Eighty cents ($79,636.80); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

MOTOROLA ORDINANCE RE DIGITAL RADIO SYSTEM SUPPORT - MAINTENANCE_JPD_CB2016-608.PDF
MOTOROLA SOLUTIONS SERVICE AGREEMENT-07122016170535.PDF
MOTOROLA AGREEMENT RE DIGITAL RADIO SYSTEM SUPPORT - MAINTENANCE_JPD_CB2016-208.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO.2016-365
   AN ORDINANCE approving an Agreement by and between the City of Joplin, Missouri, and HS Baking Enterprises, LLC; and, authorizing the City Manager or his designee, the Director of Planning, Development, and Neighborhood Services to execute the same by and on behalf of the City of Joplin, Missouri.

   Documents:

   CB 2016-365 SUMMARY.PDF
   CB 2016-365.PDF
   AGREEMENT_HS_BAKING1.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2016-009

   COUNCIL BILL NO. 2016-009 - AN ORDINANCE approving and authorizing payment into the Circuit Court of Jasper County, Missouri, the amount of the jury award in the case styled City of Joplin v. Randal and Shelly Kraft, Case No. 14AO-CC00088, from the Capital Improvement Sales Tax Fund, Account No. 145-4565-520-8105, Project No. TG-0522, to satisfy the jury award in the case related to the acquisition of property generally located at 20th Street & Wisconsin, for the 20th Street Overpass Project, in Joplin, Jasper County, Missouri.

   Documents:

   CB2016-009.PDF

2. COUNCIL BILL NO. 2016-266

   COUNCIL BILL NO. 2016-266 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-0 and District R-1 and including in District C-3 property as described below and located at 1530 South Range Line Road, 2929 East 16th Street, 2925 East 16th Street, and 2921 East 16th Street in the City of Joplin, Jasper County, Missouri.

   Documents:

   CB2016-266.PDF

13. Unfinished Business

14. New Business

1. NEWS FROM THE CVB DIRECTOR

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

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

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

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

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES July 5, 2016

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

INVOCATION - read by City Clerk Barbara Hogelin

PLEDGE OF ALLEGIANCE to the United States of America –led by Mr. Shaw

ROLL CALL – Answering Roll Call were: Taylor Brown, Melodee Colbert-Kean, Gary Shaw, Ryan Stanley, Phil Stinnett, Jim West and Mayor Michael Seibert. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Motion by Mrs. Colbert-Kean, second by Mr. Shaw to excuse Mrs. Lewis and Mr. McCreary. Voting in favor were Council Members: Brown, Colbert-Kean, Seibert, Shaw, Stanley, Stinnett, West 7. Nays: 0. Motion by Mr. Stanley, second by Mr. Shaw to excuse Miranda Lewis, for the June 20, July 5, and July 18, council meetings as are acceptable to Council. Voting in favor were Council Members: Brown, Colbert-Kean, Seibert, Shaw, Stanley, Stinnett, West 7. Nays: 0. Absent: 2, Lewis, McCreary.

Motion by Mr. West, second by Ms. Colbert-Kean to excuse Mr. McCreary. Voting in favor were Council Members: Brown, Colbert-Kean, Seibert, Shaw, Stanley, Stinnett, West 7. Nays: 0. Absent: 2, Lewis, McCreary.

PRESENTATIONS

REPORTS AND COMMUNICATIONS

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

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Barbara Hogelin.

PUBLIC HEARING FOR COUNCIL BILL NO. 2016-266 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-0 and District R-1 and including in District C-3 property as described below and located at 1530 South Range Line Road, 2929 East 16th Street, 2925 East 16th Street, and 2921 East 16th Street in the City of Joplin, Jasper County, Missouri.

Mayor Seibert opened the Public Hearing

Chris Michaels, Clinton, Missouri, appeared in favor of this item.

No one appeared in opposition of this request.

The public hearing was closed.

Mr. Shaw introduced Council Bill No. 2016-266. Motion by Mr. Shaw, second by Mr. Stanley that Council Bill No. 2016-266 be Placed on First Reading and Advanced to Second Reading and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Seibert, Shaw, Stanley, Stinnett 6. Nays: 1, West. Absent: 2, Lewis, McCreary.

PUBLIC HEARING FOR COUNCIL BILL NO. 2016-267 - AN ORDINANCE providing for the vacation of a 20-foot wide public utility easement located at 2030 Connecticut Avenue in the City of Joplin, Jasper County, Missouri.

Mayor Seibert opened the Public Hearing

No one appeared for or in opposition of this request.

The public hearing was closed.

Mr. Stanley introduced Council Bill No. 2016-267. Motion by Mr. Stanley, Second by Mr. West that Council Bill No. 2016-267 be Placed on First Reading and Advanced to Second Reading and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Seibert, Shaw, Stanley, Stinnett, West 7. Nays: 0. Absent: 2, Lewis, McCreary.

PUBLIC HEARING FOR COUNCIL BILL NO. 2016-268 - AN ORDINANCE providing for the vacation of a 20-foot wide public utility easement located at 2030 Connecticut Avenue in the City of Joplin, Jasper County, Missouri. (Requested by Redwood Development, Inc. Planning and Zoning recommended approval).

Mayor Seibert opened the Public Hearing

No one appeared for or in opposition of this request.

The public hearing was closed.

Mr. Stinnett introduced Council Bill No. 2016-268. Motion by Mr. Stinnett, Second by Mr. Brown that Council Bill No. 2016-268 be Placed on First Reading and Advanced to Second Reading and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Seibert, Shaw, Stanley, Stinnett, West 7. Nays: 0. Absent: 2, Lewis, McCreary.

CONSENT AGENDA – Motion by Mr. West, Second by Mr. Stanley to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Seibert, Shaw, Stanley, Stinnett, West 7. Nays: 0. Absent: 2, Lewis, McCreary.

Minutes of the June 20, 2016 Council Meeting

RESOLUTIONS

Mr. Stanley introduced RESOLUTION NO. 2016-009 - A resolution adopting and approving all aspects pertaining to the City of Joplin, in the Jasper / Newton County Bi-County Hazard Mitigation Plan. Motion by Mr. Stanley, Second by Mr. Shaw to Approve Resolution No. 2016-009. Voting in favor were Council Members: Brown, Colbert-Kean, Seibert, Shaw, Stanley, Stinnett, West 7. Nays: 0. Absent: 2, Lewis, McCreary. The Resolution was read as being **Resolution No. 2016-009**

Mr. West introduced RESOLUTION NO. 2016-013 - A resolution adopting and approving all aspects pertaining to the Edward Byrne Memorial Justice Assistance Grant FY2016 Local Solicitation in the amount of $35,091.00. Motion by Mr. West, Second by Mr. Colbert-Kean to Approve Resolution No. 2016-013. Voting in favor were Council Members: Brown, Colbert-Kean, Seibert, Shaw, Stanley, Stinnett, West 7. Nays: 0. Absent: 2, Lewis, McCreary. The Resolution was read as being **Resolution No. 2016-013.**

ORDINANCES - EMERGENCIES

Mr. West introduced COUNCIL BILL NO. 2016-008 - an ordinance authorizing and approving the settlement of a claim for property damage asserted by the property owner, Helen Stewart, against the City of Joplin, said payment being in settlement of all claims arising out of property damages to rental property at 210 S. Mineral that occurred on or about January 8, 2016; authorizing the Director of Finance to pay out the total sum of Five Thousand, Nine Hundred Dollars ($5,900.00) to Helen Stewart and Affordable Drywall from Account No. 515-7501-500-5305 of the Insurance Fund; and containing an emergency clause. Motion by Mr. West, Second by Ms. Colbert-Kean that Council Bill No. 2016-008 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Seibert, Shaw, Stanley, Stinnett, West 7. Nays: 0: Absent: 2, Lewis, McCreary. The Council Bill was declared Adopted and entitled **ORDINANCE NO. 2016-097**

Mr. West introduced COUNCIL BILL NO. 2016-009 - an ordinance approving and authorizing payment into the Circuit Court of Jasper County, Missouri, the amount of the jury award in the case styled City of Joplin v. Randal and Shelly Kraft, Case No. 14AO-CC00088, from the Capital Improvement Sales Tax Fund, Account No. 145-4565-520-8105, Project No. TG-0522, to satisfy the jury award in the case related to the acquisition of property generally located at 20th Street & Wisconsin, for the 20th Street Overpass Project, in Joplin, Jasper County, Missouri; and containing an emergency clause. Motion by Mr. West, second by Mr. Stinnett that Council Bill No. 2016-009 be approved on an emergency basis. Voting in favor were Council Members: Brown, Seibert, Stanley, Stinnett, West 5. Nays: 0. Absent: 2, Lewis, McCreary. Abstention: 2, Colbert-Kean, Shaw. The Council Bill was denied and will be placed on Second Reading.

Mr. Shaw introduced COUNCIL BILL NO. 2016-130- an ordinance approving the contract with Rosetta Construction, LLC, in the amount of Four Million, Seven Hundred Eighty-Three Thousand, Forty-Two and 30/100 ($4,783,042.30) for the Sanitary Sewer Renovation Phase 2 project in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Stanley that Council Bill No. 2016-130 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Seibert, Shaw, Stanley, Stinnett, West 7. Nays: 0. Absent: 2, Lewis, McCreary. The Council Bill was declared Adopted and entitled **ORDINANCE NO. 2016-098**

Mr. Stinnett introduced COUNCIL BILL NO. 2016-364 - an ordinance authorizing the City of Joplin to enter into an Agreement with Bates and Associates, Inc. in the amount of Four Hundred Seventy-Five Thousand dollars ($475,000.00) to provide funding for the design and construction management of the Joplin Senior Citizen's Center, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. West that Council Bill No. 2016-364 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Seibert, Shaw, Stinnett, West 6. Nays: 1, Stanley. Absent: 2, Lewis, McCreary. The Council Bill was declared Adopted and entitled **ORDINANCE NO. 2016-099**

Mr. Shaw introduced COUNCIL BILL NO.2016-514 - an ordinance approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and The Salvation Army, an Illinois Corporation, for the sale of approximately 6,000 square feet of land at 726 Kentucky; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Brown that Council Bill No. 2016-514 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Seibert, Shaw, Stanley, Stinnett, West 7. Nays: 0. Absent: 2, Lewis, McCreary. The Council Bill was declared Adopted and entitled **ORDINANCE NO. 2016-100**

ORDINANCES – FIRST READING

Mr. Stinnett introduced COUNCIL BILL NO. 2016-010- an ordinance amending Chapter 2, Administration, Section 2-50, Code of Ethics. In general, creating a new Section 2-50(n) of the Joplin City Code. Motion by Mr. Stinnett, second by Mr. Stanley to Table this Council Bill No. 2016-010 until the next meeting and to hold until all nine members are available to vote. Voting in favor were Council Members: Colbert-Kean, Seibert, Shaw, Stanley, Stinnett, West 6. Nays: 1, Brown. Absent: 2, Lewis, McCreary. The Bill was read as being **Council Bill No. 2016-010**.

Mr. Stanley introduced COUNCIL BILL NO. 2016-515 - an ordinance repealing Section 58-66, Sale of Fireworks, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 58-66, Sale of Fireworks, Article II, Fire Prevention Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Stanley, second by Mr. Stinnett to Pass Council Bill No. 2016-515 on First Reading, Advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Seibert, Shaw, Stanley, Stinnett, West 7. Nays: 0. Absent: 2, Lewis, McCreary. The Bill was read as being **Council Bill No. 2016-515**.

Mr. West introduced COUNCIL BILL NO. 2016-607 - an ordinance amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing a new classification title for the Fire Department. Motion by Mr. West, second by Mr. Stanley to Pass Council Bill No. 2016-607 on First Reading, Advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Seibert, Shaw, Stanley, Stinnett, West 7. Nays: 0. Absent: 2, Lewis, McCreary. The Bill was read as being **Council Bill No. 2016-607**.

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS:
Joplin R-8 is asking for a waiver of the building permit fee for the Early Childhood building project and future building projects. Motion by Mr. Stinnett, Second by Mr. Stanley to deny the request for a waiver of the building permit fee in this project and future building projects. Voting in favor were Council Members: Brown, Colbert-Kean, Seibert, Shaw, Stanley, Stinnett, West 7. Nays: 0. Absent: 2, Lewis, McCreary.

The Council asked staff to develop a policy that would determine under which circumstances a future waiver would be granted.

News from the PIO
Citizens Police Academy begins August 11 and runs through November 11, 2016. For information contact Lacey Baxter – JPD. Family fun Nights are being held at Schifferdecker Golf Course. The next one will be July 16, 2016. Special prices for golf - $10.00. August 2, 2016 is National Night Out including a free swim at Cunningham pool. The Joplin police department will be on hand to answer all your questions and games and food will be provided.

Mr. Shaw said he attended the City Tree Board meeting. While there was a presentation of a check for $25,000 for preservation of trees. Mr. Stanley said coming in four months is the Table Tennis challenge and he would like to see council members take on city staff. – Game On.
Mr. Shaw would like to check into fireworks ordinances or the limits from other cities and see how they compare to ours.

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021 (2) RSMo, as amended, 2015. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Stanley, Second by Ms. Colbert-Kean to go into closed session. Voting in favor were Council Members: Brown, Colbert-Kean, Seibert, Shaw, Stanley, Stinnett, West 7. Nays: 0. Absent: 2, Lewis; McCreary.

There being no further business the meeting adjourned at 7:58 p.m.

Submitted,
Barbara L Hogelin
Barbara L. Hogelin, MMC/MPCC, City Clerk

Community Development Block Grant Program

Fiscal Year 2016

Finalized BUDGET

All amounts are subject to the availability of funds and may change without notice.

Neighborhood Revitalization Activities	
Infrastructure Improvements	$ 300,000.00
Description: funding used for infrastructure improvements in LMI neighborhoods.	
Economic Development	$ 51,201.60
Description: funding used for the creation of jobs reserved for LMI persons.	
Abandoned Housing Act	$ 10,000.00
Description: a partnership between Legal Aid of SWMO, Fuller Center for Housing, and the City of Joplin to acquire and rehabilitate dilapidated housing.	
Sub Total	**$ 390,701.60**
Public Service Activities (15% Max – $75,645.00)	
Homeless Coalition	$ 17,000.00
Description: Provides funding for homeless database required by HUD.	
Coordinated Entry Program Funding	$ 30,000.00
Description: Provides funding for the Homeless Coalition's new Coordinated Entry program. This program provides a "one-stop" entry point to address the needs of the City's homeless population	
Sub Total	**$ 47,000.00**
Program Administration Activities	
Community Housing Resource Board (subject to 20% Administration cap)	$ 2,500.00
Description: Provides funding for fair housing activities required by HUD.	
Administration & Planning (20% max. = $101,925.40)	$ 98,925.40
Description: Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc.	
Sub Total	**$ 101,425.40**
TOTAL FY2015 CDBG BUDGET	**$ 509,627.00**

Joplin HOME Consortium Program

Fiscal Year 2016

Finalized BUDGET

All amounts are subject to the availability of funds and may change without notice

Housing Rehabilitation Activities – ESC	$ 82,500.00
Description: Economic Security Corporation (ESC) will act as a subrecipient and manage a homeowner rehabilitation program on behalf of the Consortium. Costs include materials, ESC work crew labor up to $25,000 per home. Soft costs are additional.	Approx. 3 homes
CHDO Activities – ESC ($53,287.95=15% HUD Min. set-aside)	$ 115,000.00
Description: A Community Housing Development Organization will act as the owner and developer of properties to be newly constructed for homebuyers.	1 home
Homebuyer New Construction Activities – JAHFH	$ 132,500.00
Description: Joplin Area Habitat for Humanity (JAHFH) will act as the owner and developer of properties for new construction for homebuyers. This assistance will be for the construction of two homes. Volunteer labor and other donated items to JAHFH will be counted as part of the non-federal match to assist the Consortium with meeting the 25% required match for the HOME program.	2 homes
Program Administration Activities – City of Joplin	$ 27,165.00
Description: Pro-rata share of Planning/ Community Development staff and overhead.	
TOTAL FY2015 HOME BUDGET	**$ 357,165.00**

FY2016 ACTION PLAN QUICK GLANCE

AVAILABLE RESOURCES

COMMUNITY DEVELOPMENT BLOCK GRANT:	**$509,627.00**
HOME INVESTMENT PARTNERSHIP:	**$357,165.00**

ANNUAL GOALS AND OBJECTIVES

PROVIDE SAFE, DECENT, AND AFFORDABLE HOUSING

HOMEOWNER HOUSING UNITS ADDED (NEW CONSTRUCTION)	**3 UNITS**
HOMEOWNER HOUSING REHABILITATED	**5 UNITS**

IMPROVE INFRASTRUCTURE AND ENCOURAGE ECONOMIC DEVELOPMENT

INFRASTRUCTURE IMPROVEMENTS IN THE EASTOWN AREA (PRIMARILY STORMWATER)

RESERVE FUNDING FOR CDBG JOB CREATION ACTIVITIES

IMPROVE LIVELIHOOD THROUGH PUBLIC SERVICE ACTIVITIES

HOMELESSNESS PREVENTION	**100 PEOPLE**

PROJECTS

CDBG PROGRAM

INFRASTRUCTURE IMPROVEMENTS IN NID IV	**$300,000.00**

Funding to improve infrastructure conditions in the Eastown Neighborhood. The primary focus of this year's funding will be on storm water and sewer improvements to allow for additional street work in future funding years.

ECONOMIC DEVELOPMENT	**$ 51,201.60**

Funding used for the creation of jobs reserved for LMI persons. At least 51 percent of the jobs created must be reserved for LMI residents.

MO ABANDONED HOUSING ACT	**$ 10,000.00**

A partnership between Legal Aid of SWMO, Fuller Center for Housing, and the City of Joplin to temporarily acquire and rehabilitate dilapidated, vacant housing.

HOMELESS COALITION HMIS FUNDING	**$ 17,000.00**

Funding provided to the Homeless Coalition for use of HMIS, a homelessness database required by the Department of Housing and Urban Development

COORDINATED ENTRY PROGRAM	**$ 30,000.00**

Funding for the Homeless Coalition's new Coordinated Entry program. This program provides a "one-stop" entry point to address the needs of the City's homeless population

ADMINISTRATION AND PLANNING	**$101,425.40**

Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. Also includes $2,500 of funding for the Community Housing Resource Board

HOME INVESTMENT PARTNERSHIPS PROGRAM

HOUSING REHABILITATION ACTIVITIES	**$ 82,500.00**

Economic Security Corporation (ESC) will act as a subrecipient and manage a homeowner rehabilitation program on behalf of the Consortium. Costs include materials, ESC work crew labor up to $25,000 per home. Soft costs are additional.

CHDO ACTIVITIES	**$115,000.00**

A Community Housing Development Organization will act as the owner and developer of properties to be newly constructed for homebuyers.

HOMEBUYER NEW CONSTRUCTION ACTIVITIES **$132,500.00**

Joplin Area Habitat for Humanity (JAHFH) will act as the owner and developer of properties for new construction for homebuyers. This assistance will be for the construction of two homes. Volunteer labor and other donated items to JAHFH will be counted as part of the non-federal match to assist the Consortium with meeting the 25% required match for the HOME program.

PROGRAM ADMINISTRATION ACTIVITIES **$ 27,165.00**

Pro-rata share of Planning/ Community Development staff and overhead.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 18, 2016

Item: FY 2016 CDBG and HOME Action Plan
Originating Department: Planning, Development, and Neighborhood Services

Attachments:
1) 2016 CDBG & HOME Action Plan
2) FY2016 Action Plan Budget Sheets
4) Action Plan "At a Glance"
3) Resolution No. 2016-014

Department Head: Troy Bolander	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter Edwards	Date:
City Manager: Sam Anselm	Date:

Recommended Action: Approval of Resolution No. 2016-014

DISCUSSION:

The following is a resolution that authorizes the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development (HUD) for the City of Joplin's Community Development Block Grant (CDBG) Program and Home Investment Partnership (HOME) Program for fiscal year 2016. The One Year Action Plan describes the activities and how funds will be spent as proposed in the attached document.

The process for developing the One Year Action Plan included:

One Public Outreach Meeting (November 19th, 2016)
Two public meetings (May 12th, 2016 at the Boys and Girls Club and June 23rd, 2016 at the Joplin City Hall);
One 30-day public comment period (June 24th – July 24th, 2016);

The final version of the Action Plan is attached. Included in the attachments is a resolution approving the submission of the application and Action Plan to HUD for program funding.

Initial estimates for FY 2016 allocations are approximately $509,627.00 in CDBG assistance and $357,165.00 in HOME assistance.

RECOMMENDATION:

The staff recommends adoption of this Resolution on an emergency basis.

RESOLUTION NO. 2016-014

A RESOLUTION authorizing the filing of a One Year Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2016; and authorizing the City Manager or his designee, the Director of Planning, Development and Neighborhood Services to execute said Plan for and on behalf of the City of Joplin.

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

Section 1. That the City of Joplin file a One Year Action Plan for fiscal year 2016 for the City of Joplin's Community Development Block Grant Program (Entitlement) in the estimated amount of $509,627.00 and the Joplin Consortium HOME Investment Partnership Program grant in the estimated amount of $357,165.00 with the U.S. Department of Housing and Urban Development.

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 said Standard Forms 424 and Certifications to allow submission of the One Year Action Plan, or substantially similar in form, for and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ Day of _____, 2016.

_____
Mike Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 18, 2016

Item: RESOLUTION NO. 2016-015
Originating Department: FINANCE DEPARTMENT

Attachments: 1) Resolution No. 2016-015

Finance Department: Leslie Haase
Planning Director: Troy Bolander
City Attorney: Peter Edwards
City Manager: Sam Anselm

Recommended Action: Approve Extension for the completion of 15th Street Improvements in the 1717 Market Place TIF

SUMMARY/REQUEST:
In the late summer of 2012, the developer for the 1717 Market Place TIF filed bankruptcy. During 2013, the court ordered the City to make the TIF payments to a receivership for the bank holding the loan on the development. The receivership then placed the property and the TIF/TDD revenue stream up for auction on May 19, 2014.

As a result of the auction, the court approved the assets to be split and sold to three different buyers. The successful bidder for the TIF/TDD revenue stream was WBB, LCC. On July 21, 2014, City Council approved the transfer of the TIF and TDD revenue stream of the 1717 Market Place TIF to WBB, LLC. The Council entered into an agreement that approved WBB, LLC. as the new developer. Additionally, the agreement obligated WBB to complete the 15th Street improvements within twenty-four months, unless a written extension is granted by the City. The two-year time period is set to expire on July 21, 2016.

The TIF still has $988,076.00 available to certify for the 15th Street Improvements. However, the estimate to make the improvements is currently higher than the remaining balance. Both the developer and city have been working diligently on this project to determine options to complete the remaining construction set forth in the original TIF Agreement. Staff is continuing to develop options with the developer to present to the Council in the near future for final direction. Therefore, this extension grants an additional sixteen months to November 21, 2017 for the developer to complete its obligations and extends the deadline for the City to provide a response to the developer to August 31, 2016.

RECOMMENDATION:
Staff recommends this Resolution be approved.

RESOLUTION NO. 2016-015

A RESOLUTION extending the time for completion of the 15th Street Improvements in the 1717 Market Place Tax Increment Financing Plan pursuant to the Agreement Regarding Repayment Rights.

WHEREAS, the City of Joplin, Missouri (the "City") and WBB, LLC ("Purchaser") entered into an Agreement to Transfer Repayment Rights dated July 21, 2014 (the "Agreement"). The Agreement includes provisions in Sections 4 and 5 addressing the parties' obligations regarding improvements to 15th Street contemplated by the 1717 Market Place TIF Plan (the "15th Street Improvements") and the associated costs; and

WHEREAS, Section 4 provides in part "The Purchaser shall complete its obligations related to the 15th Street Improvements within twenty-four (24) months from the date of this Agreement, subject to any extension with the written approval of the City for good cause shown, which shall not be unreasonably withheld."; and

WHEREAS, Section 5 provides in part "If at any time during the process to perform its obligations related to the 15th Street Improvements Purchaser determines that the Street Costs are reasonably projected to exceed $750,000, Purchaser shall notify the City of the projected costs and provide a detailed budget that estimates the Street Costs to City Staff for review. The City shall, in consultation with the Purchaser, review said budget information regarding the projected costs and within thirty (30) days of said notice, respond to Purchaser indicating whether the City concurs with Purchaser proceeding with performance of its obligations related to the 15th Street Improvements. In the event the City does not concur with Purchaser proceeding, Purchaser shall be relieved of its obligations under this Agreement related to 15th Street Improvements."; and

WHEREAS, pursuant to this provision, Purchaser presented cost information to City staff on April 1, 2015. To-date, the City has been unable to respond to Purchaser indicating whether the City concurs with Purchaser proceeding due to cost and other issues including acquisition of necessary right-of-way for the 15th Street Improvements although the parties have continued to cooperate and work together in good faith during this time in an effort to resolve these issues. However, as a result of the City's inability to provide its response to-date, Purchaser has been unable to complete its obligations; and

WHEREAS, the City has committed to Purchaser to determine whether to proceed and to provide its response to Purchaser as required by Section 5 of the Agreement no later than August 31, 2016; and

WHEREAS, pursuant to and as authorized by Section 4 of the Agreement, the City Council desires to extend the timeframe for Purchaser to complete its obligations related to the 15th Street Improvements by sixteen (16) months from July 21, 2014 (date of the Agreement) to November 21, 2017, this additional sixteen (16) month period reflecting the time period for the delay from April 1, 2015 to August 31, 2016 in the City providing a response to Purchaser regarding whether to proceed with the 15th Street Improvements.

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

Section 1. Pursuant to Section 4 of the Agreement, the timeframe for Purchaser to complete its obligations related to the 15th Street Improvements is extended by sixteen (16) months from July 21, 2014 (date of the Agreement) to November 21, 2017.

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this

_____ day of _____, 2016.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2016-131 ORDINANCE NO

AN ORDINANCE approving an agreement with HDR Engineering Incorporated in the not to exceed amount of Three Hundred Sixteen Thousand, Three Hundred Forty- Six Dollars, ($316,346.00) for Engineering Services Associated with the Connecticut Avenue Bridge Replacement Project authorizing the City manager to execute the same; and containing an emergency clause.

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

Section 1. Approval of an agreement with HDR Engineering Incorporated in the not to exceed amount of Three Hundred Sixteen Thousand, Three Hundred Forty - Six Dollars, ($316,346.00) for Engineering Services Associated with the Connecticut Avenue Bridge Replacement Project in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Capital Improvement Sales Tax Fund.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract with HDR Engineering Incorporated on behalf of the City of Joplin and to administer said contract with all local, state, and federal rules and regulations.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this Council Bill approves an agreement with HDR Engineering Incorporated for Engineering Services Associated with the Connecticut Avenue Bridge Replacement Project in the City of Joplin.

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

_____, 2016 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 18, 2016
Council Bill No. 2016-131

Item: Agreement with HDR Engineering Incorporated for Engineering Services Associated with the Connecticut Avenue Bridge Project.

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Agreement
2) Council Bill No. 2016-131

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

Recommended Action: Approval of an Agreement with HDR Engineering Incorporated in the amount of $316,346.00 for design engineering services and limited construction engineering services associated with the Connecticut Avenue Bridge Project.

Background: In August, 2014 Joplin voters passed the renewal of the Capital Improvement Sales Tax for an additional ten years. One of the projects included in the program is the widening of Connecticut Avenue from 44th Street to 32nd Street. The replacement of the bridge over I-44 was included in this project. The bridge deck is currently in very poor condition. The project design will include a shared use path on the bridge to connect the residential and commercial areas north and south of I-44. The bridge will also be wide enough to accommodate four lanes of traffic.

Recently the state legislature made $20 million available to MoDOT for the purpose of construction of cost share projects with local agencies in the state. This cost share program is called "Missouri Moves". In order to be competitive in this process, we need to move quickly to have the design completed and the project under construction next summer. We are also proposing to provide 70% of the cost of construction and construction engineering in order to be more competitive with our application. If the application is successful, MoDOT will contribute approximately $600,000 to our Connecticut Avenue project.

Discussion: By state statute, the qualification based selection method was used to select on call consultants in seven categories. The selection was performed in a manner that complies with city procurement policies. One of those on call categories is Structural Services. In order to

meet the accelerated schedule, we selected HDR Engineering, Inc. for this work. HDR is considered by MoDOT to be one of the top bridge consultants in the state. The State Bridge Engineer has enthusiastically supported this selection. His support will be critical in MoDOT's consideration of our proposal. It is important to select a consultant held in high regard by MoDOT since the bridge will be bid through their process and MoDOT will own it.

Recommendation: Staff recommends approval of an Agreement with HDR Engineering Incorporated for $316,346.00, for Engineering Services Associated with the Connecticut Avenue Bridge Replacement Project on an emergency basis per Section 2.12 (6) of the Home Rule Charter of the City of Joplin.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: HDR Engineering, Inc. Address: 2139 E. Primrose Suite E Springfield, MO 65804	
Attention:		Attention: Jennifer Thomas, P.E.	
Department:		Phone: 417-651-6511	Fax:
Phone:	Fax:		

WORK AUTHORIZATION NUMBER HDR-OC-002
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number HDR-OC-002 exceed the sum of three hundred sixteen thousand, three hundred forty six Dollars ($ 316,346.00).

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, 2016, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

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

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. 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

Dan Salisbury
Assistant Director of Public Works/Engineering

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: HDR Engineering, Inc.

By: Joseph E. Drimmel

Printed Name: Joseph E. Drimmel

Title: Vice President

Date: 7-7-16

CITY OF JOPLIN, MISSOURI

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

Date: _____

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ATTACHMENT ONE (REV 7/7/2016)
RATE SCHEDULE
(JANUARY 1, 2016 – DECEMBER 31, 2016)

ROLE	HOURLY RATE
PRINCIPAL/QUALITY CONTROL/SENIOR SPECIALIST	$225.00
SENIOR PROJECT MANAGER	$198.00
PROJECT MANAGER	$150.00
SENIOR PROJECT ENGINEER	$205.00
PROJECT ENGINEER	$135.00
SENIOR PROCESS/CIVIL ENGINEER	$160.00
PROCESS/CIVIL ENGINEER	$130.00
SENIOR STRUCTURAL ENGINEER	$225.00
STRUCTURAL ENGINEER	$140.00
SENIOR ELECTRICAL ENGINEER	$196.00
ELECTRICAL ENGINEER	$105.00
SENIOR MECHANICAL ENGINEER	$175.00
MECHANICAL ENGINEER	$110.00
ENGINEERING INTERN	$100.00
ASSET MANAGEMENT SPECIALIST	$205.00
GIS MANAGER	$140.00
SENIOR CAD TECHNICIAN	$115.00
CAD TECHNICIAN	$ 90.00
REGISTERED LAND SURVEYOR	$135.00
2 PERSON SURVEY CREW	$140.00
SURVEY GPS TECHNICIAN	$ 85.00
SENIOR RESIDENT PROJECT REPRESENTATIVE	$110.00
RESIDENT PROJECT REPRESENTATIVE	$ 85.00
SR. ADMINISTRATION PERSONNEL	$ 95.00
ADMINISTRATION PERSONNEL	$ 75.00
SR. ENVIRONMENTAL PLANNER	$190.00
SR. ENVIRONMENTAL SCIENTIST	$160.00
ENVIRONMENTAL SCIENTIST	$105.00
REIMBURSABLES:	
PRINTING & REPRODUCTION	COST
TRAVEL	CURRENT IRS RATE
PHONE	COST
MAPPING	COST
SUBCONSULTANTS	COST

Exhibit A

Project Name/Description Connecticut Ave over I-44 Bridge Replacement
Consultant HDR Engineering

Engineering Services Agreement

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

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

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

A1.01 *Conceptual Phase*

A. Engineer shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Conceptual

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.

Conceptual

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

Field identified

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 written ~~any~~ comments regarding the furnished items, and ~~any~~ instructions for revisions.

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

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

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

A1.07 Bidding Phase

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

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

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

readily available

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

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

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

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

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

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

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

A1.08 Construction Phase

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~18. *Inspections and Tests:*~~

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

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

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

19. *Change Proposals and Claims:*

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.09 Post-Construction Phase

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

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

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

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

~~a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.~~

~~b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.~~

~~c) A final list of acceptance testers used on the project and a certification stating:~~

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

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

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

d) Contractor certification and city recommendation:

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

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

~~e) Final Invoice~~

~~f) Final Detailed Estimate of Quantities~~

~~g) Contractor's Affidavit Regarding Settlement of Claims~~

~~h) Final Change Order (if needed)~~

~~i) Affidavit (Compliance with Prevailing Wage Law)~~

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

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

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

EXHIBIT A 3.0

Replacement of the Connecticut Ave Bridge over I-44, Joplin, Missouri
City of Joplin, Missouri

July 7, 2016

JOB SPECIFIC SCOPE OF SERVICES

Project Description

The City of Joplin plans to replace the Connecticut Avenue Bridge over I-44 with a wider bridge to accommodate a four-lane section of road with two shared-use path.

The existing bridge is orientated north and south over I-44 and is a 4-span steel plate girder bridge with pin and hangers at Bents 2 and 4 and continuous over Bent 3. The existing interior bents have two columns and are supported on pile caps with steel H-piles. The stub end bents are also support on steel H-piles. The existing roadway carries 2-lanes of traffic and has a roadway width of 28' with concrete curbs. The substructure is skewed 10 degrees Right Advance and the posted speed limit over the bridge is 25 mph. The MoDOT Bridge number for this structure is A1969.

The proposed bridge for this scope and fee is a two-span prestressed concrete Type 4 I-girder bridge with an approximate span arrangement of 75'-75' with end bents behind MSE walls. The new typical section of the bridge will consist of: 4 ea x 11' lanes + 2 ea x 2' curb and gutter + 2 x 10'-0" raised shared-use concrete paths + 2 concrete barriers at the edges of the bridge + 1' between NB and SB traffic. The overall width of the bridge would be approximately 72' and the substructure skewed 10 degrees right advance. A fence will be required on the outside of the bridges for protection on the raised shared use path. The new bridge will not have aesthetic treatment and bridge lighting spacing will be analyzed. The horizontal centerline alignment of the bridge will be shifted to the east since there is an overhead power line parallel to the roadway on the west side of the bridge. Connecticut Avenue will be closed at the bridge during construction. Final vertical clearance above I-44 will be 16'-6". No new right-of-way taking is anticipated as the additional right-of-way is being acquired by the City in advance of the project.

General

The general scope of the project is to prepare preliminary and final roadway and bridge plans for the construction of a replacement bridge on Connecticut Avenue over I-44 in the City of Joplin, Missouri. HDR will be responsible for the site survey, environmental and permitting, utility coordination only, geotechnical investigation and foundation design recommendations, preliminary and final roadway, and bridge engineering and plans as well as construction services for the project.

Preparation of a supplemental agreement is necessary prior to performance of any work, which is considered as additional services, not included in the original scope of services. Only additional services, which are required due to changed or unforeseen conditions or are due to a change in the specified end product, will be considered for inclusion in a supplemental agreement.

HDR will prepare design drawings through use of a Computer Aided Drafting (CAD) program and will conform to the Missouri Department of Transportation Specifications for Computer Deliverable Contract Plans as referenced in the MoDOT Engineering Policy Guide (EPG).

Design computations and plans will become the property of the City of Joplin and MoDOT. HDR shall submit design computations in electronic format in Adobe Acrobat Reader version 7.0 format or greater.

Six copies of 11-inch by 17-inch paper prints or similar electronic copies of 100% unsigned and unsealed final roadway, bridge and wall design plans shall be submitted to the City of Joplin, the MoDOT District Transportation Project Manager and the Bridge Division's Structural Liaison Engineer for their review.

The final cost estimate submitted by HDR shall include backup material that supports the estimates made for non-standard or lump sum pay items.

HDR shall prepare signed and sealed bridge and roadway special provisions to supplement the 2016 edition of the Missouri Standard Specifications for Highway Construction. The written special provisions shall also identify design features, construction procedures, or material requirements in the HDR plans that are deviations from Missouri Standard Plans for Highway Construction, including a brief reason for the deviation and the authorizing contact person.

Additions to Part 1 – Basic Services

The basic services are indicated in Exhibit "A". The following detailed scope of services further refines Engineer's services to be provided as part of Part 1 – Basic Services.

1. Project Administration

a. Project Administration – Includes general administration items and standard coordination and correspondence thru design and construction services. Includes routine internal project team meetings and project management.

b. Project Controls – Includes budget and cost monitoring activities thru design and construction services.

c. Status Reports and Invoicing – Preparation of monthly invoices and status reports by project manager and accounting staff thru design and construction services.

d. MoDOT Coordination - Coordination with MoDOT for plan submittal review, permitting, access, and traffic control activities during survey and geotechnical investigation thru design and construction services.

e. Survey and Subconsultant Coordination – Coordination of geotechnical subconsultant for site access and activities where survey crew is required.

f. Project Kickoff Meeting and Site Visit – The HDR Project Manager and a Senior Engineer will attend a kickoff meeting with the City of Joplin to discuss the project, visit the project site and review design criteria. HDR will prepare a comprehensive design criteria memorandum for the project and submit it to the City of Joplin for review and approval prior to starting the preliminary design phase. HDR will prepare a meeting agenda prior to the meeting and forward minutes to the City afterwards and note changes to the design criteria. Preparation, attendance at the meeting and meeting minute preparation is included as 40 hours in the fee. Other project meetings and site visits are identified elsewhere in the scope and fee.

2. Survey

a. Survey Management and Coordination – Task management activities of the survey manager for coordinating survey personnel and the logistics necessary for the completion of the survey. Includes coordination of utility locates and necessary permits from MoDOT for access to the project site.

b. Site Control – Set level and tie project control and benchmarks. Includes four control points and two benchmarks.

c. Topographic and Utility Survey – Perform topographic survey within MoDOT Right-of-Way. The survey limits are approximately a 1200' long along Connecticut for the entire width of the new right-of-way obtained by the City (approximately 200' wide) and minor survey pickup along I-44. Survey will locate the necessary visible features needed for use in preparation of design documents. Utilities existing within the survey limits will be located and shown according to markings provided by the Missouri One-Call system. Utilities will not be potholed. The utility located on the east side of the bridge will be located by others. Contours will be produced at one foot intervals and be provided in Microstation for use in design. Survey will include bridge features such as low chord elevations, end bent seat elevations and sketches/photos of the bridge

d. Right-of-Way Survey – No new right-of-way taking is anticipated as the additional right-of-way is being acquired by the City in advance of the project. Use existing bridge and right-of-way plans to locate section corners, property lines and right of way information. No title search or property ownership search is included.

e. Geotechnical Boring Staking Survey – Coordinate with the geotechnical sub-consultant to locate the proposed sounding locations and to record the final location and surface elevation of the actual sounding locations for use in design and plan development.

3. Preliminary Bridge and Wall Design

Perform the geometric analysis at the proposed bridge sites necessary to develop type, size and location drawings consisting of a general plan and elevation plan and typical section of the structure, typical roadway sections and roadway profiles. The superstructure type shall be dependent upon site constraints and a cost analysis. The structure length shall be based on roadway alignments/grades, vertical clearances, geometric and clear zone requirements. For this scope and fee a 2-span bridge is used with end bents behind MSE walls. Requirements outlined in the MoDOT Engineering Policy Guide shall be met. If applicable, submit a preliminary design approval package to the Missouri Division of the FHWA with a copy of the cover letter being sent to the MoDOT Bridge Division.

a. Conceptual Bridge Layout and Typical Section – Develop Bridge Concept Layout with a typical section for early submittal to the City.

b. Develop Bridge and MSE Wall Design Criteria – Develop detailed design criteria with Bridge Memorandum and Wall Memorandum (two walls) and Design Layout document with a typical bridge section. Provide design exception requests if applicable.

c. Lighting Analysis for Bridge – HDR will investigate amount of lighting fixtures needed on the bridge for the pedestrian usage of the raised shared use path. Illumination requirements will follow the MoDOT EPG.

d. Wall Sounding Layout - Develop a wall layout with required locations for geotechnical investigation borings shown for coordination with geotechnical subconsultant. The existing bridge has piling driven to rock for all the substructure units and piling is expected for the replacement bridge substructure. The design team will use the existing bridge boring information for the bridge end bents and intermediate bent. This criterion was discussed with MoDOT and confirmed. Investigation borings will be collected for the MSE Walls only, per MoDOT criteria, for the MSE wall design recommendations.

e. Preliminary Drawings and Bridge Design Layout - Develop preliminary drawings of the bridge structure showing bridge type, size, and location of the structure. The bridge design layout shall include the design criteria used for final design including the foundation type and estimated foundation bearing elevations, and design values for foundation design based on existing bridge data.

f. Preliminary Retaining Wall Drawings and Design Layout - Develop preliminary drawings of the retaining walls around the bridge end bents showing location length and height. The wall design layout shall include the design criteria used for final design including estimated foundation bearing elevations and design values based on the foundation investigation. It is anticipated that soil mitigation measures for the foundation material will be needed under the MSE wall due to the increased fill heights.

g. Preliminary Cost Estimate and Work Day Study - Develop a preliminary itemized bridge and wall cost estimate. Coordinate this cost estimate with the roadway and

civil estimated costs. The preliminary cost will be based on estimated quantities to construction the bridge and walls. A Work Day Study for the estimated construction duration will be prepared.

h. Quality Control Review - Perform a quality control review of the preliminary bridge deliverable package by a senior bridge QC engineer.

i. Address MoDOT and City Review Comments – Address preliminary review comments received from MoDOT and the City.

4. Preliminary Roadway Design

Perform the geometric analysis at the proposed project site necessary to develop the typical roadway sections, proposed plan view with construction limits, and profile of the roadway. A project title sheet will be provided. Requirements outlined in the MoDOT Engineering Policy Guide shall be met or a Design Exception Request submitted. No right of way plans included.

a. Prelim I-44 Shoulder Reconstruction Plans - Prepare preliminary layout for replacement of outside shoulders for eastbound and westbound I-44 to accommodate MSE walls and barrier installation for existing posted speed limit of I-44.

b. Prelim Connecticut Avenue Roadway Plans - Prepare preliminary for Connecticut Avenue considering the following criteria: no significant change in vertical profile, 35 mph posted and design speed limit, new bridge location will hold west roadway edge of pavement line to accommodate current southbound lane without horizontal transitions and approximately 100' of roadway improvement at north and south ends of new bridge end bents to make tie-in. A future City of Joplin project will extend roadway improvements. The sidewalk on the bridge will continue onto a raised sidewalk on the roadway section off the bridge at each end.

c. Prelim Guardrail Layout - Prepare guardrail plans using MoDOT standard guardrail layout. Guardrail is needed for I-44 median piers, MSE wall, and barrier walls for I-44 eastbound and westbound approaches. Guardrail for Connecticut will be designed and constructed at the bridge ends, as well as with future roadway project (designed by others) and temporary concrete safety barrier will be used in the interim.

d. Prelim Traffic Control Plans and Detour - Prepare preliminary traffic control plans considering the following criteria: Connecticut Avenue can be closed to traffic for the duration of construction, I-44 shoulders can be closed during bridge and MSE wall construction and mainline lanes shifted onto existing inside shoulder and reduced to 11-foot minimum (if needed). This does not include plans/details for the replacement of inside shoulder for traffic control purposes. Temporary lane closures of I-44 will be during off-peak hours using MoDOT standard work zone advance signing detail and short term night-time rolling closures (no signed detour route) for I-44 traffic to permit installation of new girders. Demolition of the existing bridge will be done with a weekend closure of I-44 with a detour.

e. Utility Coordination - HDR will attend up to one utility coordination meeting and participate in up to two utility coordination conference calls with affected area utilities to coordinate their facilities and relocation as needed. Utility relocation plans or utility coordination exhibits are not included in this scope and fee.

f. Prelim Storm Drainage Plans– Design of drainage collection systems at the ends of the bridges and the ditch drainage under the bridge along I-44 next to the MSE walls. The storm drainage will tie in at the ends of the bridge and curb & gutter inlets into an existing closed drainage system along Connecticut Ave (if it exists nearby) or day lighting the drainage to an open ditch for future roadway work (designed by others). Along I-44, it is assumed a pipe will be used to carry drainage in front of MSE walls to/from the open ditch on each side.

g. Prelim Roadway Cost Estimate - Develop a preliminary itemized roadway cost estimate. Coordinate this cost estimate with the bridge estimated costs. The preliminary cost will be based on estimated quantities to for the roadway work.

h. Quality Control Review - Perform a quality control review of the preliminary roadway deliverable package by a senior roadway QC engineer.

i. Address MoDOT and City Review Comments – Address preliminary review comments received from MoDOT and the City.

5. Bridge and Retaining Wall Final Design

HDR will design and furnish checked design plans and quantity computations for the bridge and MSE walls for the project. The design shall be cover all parts of the structure they represent. The degree of detail shall be comparable to that furnished on typical plans prepared in accordance with Missouri Department of Transportation (MoDOT) criteria and procedures. MoDOT has told the City that they will perform the bridge rating and it is not included in this scope and fee.

a. Bridge Final Design and Sheet List - The list of estimated bridge final design sheets and hours is included with the fee estimate. The hours include the final design and detailing effort. MoDOT standard detail sheets will be used were applicable.

b. MSE Wall Final Design and Sheet List - The list of estimated MSE Wall final plan sheets and hours is included with the fee estimate. The hours include the final design and detailing effort of the MSE walls around the two end bents. MoDOT standard detail sheets will be used were applicable. Details and a Job Special Provision for the soil improvements under the MSE walls will be provided.

c. Bridge and Wall Cost Estimate - Develop a final itemized bridge cost estimate. Coordinate this cost estimate with the roadway estimated costs.

d. Bridge and Wall Special Provisions - Prepare technical specifications based on City specifications and supplemented with MoDOT specifications with City-provided front-end documents.

e. Quality Control Review - Perform a quality control review of the bridge deliverable package by a senior bridge QC engineer.

f. Address MoDOT and City Review Comments – Address final plan and Special Provision Comments received from MoDOT and the City.

6. Roadway Final Design

HDR will design and furnish checked design plans and quantity computations for the roadway portion of the project. The degree of detail shall be comparable to that furnished on typical plans prepared in accordance with Missouri Department of Transportation (MoDOT) criteria and procedures. Final plans will be developed for Connecticut Avenue and the roadway work along I-44.

a. Roadway Final Design and Sheet List - The list of estimated final roadway sheets and hours is included with the fee estimate. The hours include the final design and detailing effort along Connecticut Avenue and I-44. MoDOT standard detail sheets will also be used where applicable. Pavement design is not included in this scope and fee – will use a City of Joplin standard arterial pavement section for Connecticut Ave.

   The Traffic Control includes closure and advance closure signing layout for Connecticut Ave and I-44 and two phases or lane shifts for I-44 for interior bent and MSE wall/end bent construction.

   The storm drainage final design will tie drainage at the ends of the bridge and curb & gutter inlets into an existing closed drainage system along Connecticut Ave (if it exists nearby) or day lighting the drainage to an open ditch for future roadway work (designed by others). Along I-44 it is assumed a pipe will be used to carry drainage in front of the MSE walls to/from the open ditch on each side.

b. Roadway Cost Estimate - Develop a final itemized roadway cost estimate. Coordinate this cost estimate with the bridge estimated costs.

c. Roadway Special Provisions - Prepare technical specifications based on City specifications and supplemented with MoDOT specifications with City-provided front-end documents.

d. Quality Control Review - Perform a quality control review of the roadway deliverable package by a senior roadway QC engineer.

e. Address MoDOT and City Review Comments – Address final plan and Special Provision Comments received from MoDOT and the City.

7. Environmental and Permitting Services

HDR will provide limited environmental and permitting services consisting of the following:

a. Categorical Exclusion Letter - HDR understands that some level of NEPA (National Environmental Policy Act) compliance may be required for this project.

MoDOT will be responsible for determining the NEPA classification, but for the purposes of this scope of services it is assumed that the project can be processed under a Categorical Exclusion (CE), given the limited area of impact and scope of the project. Projects of similar scope and scale to the Connecticut Avenue bridge project are classified as Programmatic CEs, particularly when the project is to be built on essentially the same alignment, with no more than three acres of additional right-of-way required. For projects expected to have low environmental impacts but that do not qualify for the Programmatic CE, MoDOT may advise that the project requires a letter CE. This scope of services includes a limited environmental review and completion of a letter summarizing the anticipated impacts. It is anticipated that this project will qualify for Programmatic CE or a letter CE. Any clearances beyond this may require additional scope and fee.

b. Agency Coordination Letters and Bat Survey - With NEPA compliance requirements, it is likely that limited agency coordination will be required. HDR will send coordination letters to the U.S. Fish and Wildlife Service (USFWS) and to the Missouri Department of Conservation (MDC) regarding threatened and endangered species. The USFWS and/or MDC may request that habitat surveys be completed for listed bat species if any trees would be impacted by the project. If so, HDR will conduct a habitat survey and provide a survey report to the City. Aside from bat habitat surveys, no other species surveys are provided, nor are formal Section 7 consultation services with USFWS provided. HDR will also send a coordination letter to the Missouri State Historic Preservation Office (SHPO) regarding potential cultural, historical and archeological issues. At this time, cultural resources surveys are not anticipated or included in this scope of services.

   This scope and fee excludes the following resource reviews or tasks which do not appear to be located within the project limits: Community Impacts, Farmland Impacts, Wetland/Stream Impacts, Water Quality Impacts, Floodplain Impacts, Air Quality Impacts, Noise Impacts, Parklands, Section 4(f)/6(f) Impacts, Hazardous Waste Sites Impacts and Public Involvement.

   Extensive quantitative analysis and/or modeling, field surveys or sampling, or other detailed analysis will not be needed and are not included in this scope of services. In particular, this applies to the cultural resources and threatened and endangered species.

8. Construction Services

HDR will provide construction services that will consist of shop drawing reviews, answering bidding and construction RFI (Request for Information), attending a pre-bid meeting, attending a pre-construction meeting, and site visits during construction for either a bridge or roadway engineer.

a. Attend Pre-Bid Meeting: Project Manager or Senior Engineer will attend one pre-bid meeting to address questions on the plans and specifications. Questions will

be addressed, logged, and distributed. Hours for this meeting shall not exceed eight hours.

b. Attend Pre-Construction Meeting: Project Manager or Senior Engineer will attend one pre-bid meeting to address questions on the plans and specifications. Questions will be addressed, logged, and distributed. Hours for this meeting shall not exceed eight hours.

c. Site Visits during Construction: The Project Manager or a Senior Engineer will make one site visit per month during construction. Estimate four months for construction duration. Hours for each site visit shall not exceed eight hours.

d. Respond to RFI's: HDR will support the City and Contractor staff by answering RFI's within two business days from receipt of the RFI. If of an urgent nature, HDR will take reasonable measures to answer the RFI as soon as possible to help maintain construction progress. For this Scope and Fee Estimate, the number of RFI's will be estimated at eight with an average of four hours per RFI response for a total of 32 hours.

e. Shop Drawing Reviews: Shop drawings shall be reviewed and returned to the City within two weeks of receipt. The shop drawings shall be submitted to the design professional's project manager by e-mail in a pdf format. Shop drawing review includes the initial review and one follow-up review for resubmittals. Time for additional reviews is not included in this scope and fee.

   The shop drawing review effort includes prestressed concrete I-girders and the MSE walls. Hour estimate for each of these reviews (initial and follow-up) is included in the fee estimate.

   Miscellaneous shop drawings for review may consist of the following: Demolition Plan, Concrete Mix Design, Formwork, Excavation Shoring, Erection Drawings, Drainage Structures, Piling, Fence or Handrail Details, Roadway Materials. For these ten other reviews, three hours is estimated for each review and this include the initial and follow up review (if necessary) for a total of 30 hours.

Meetings

- One Project Kickoff Meeting and Site Visit in Joplin (fee included in section 1.0)
- One Utility Coordination Meeting at City of Joplin (fee included in section 4.0)
- One Pre-Bid Meeting (fee included in section 8.0)
- One Pre-Construction meeting (fee included in section 8.0)
- Four Site Visits during Construction (fee included in section 8.0)

** No overnight stays for Design Team or Construction Services. Survey Crew will have overnight stays.

Deliverables

- Bridge Memorandum and Sounding Layout
- 11x17 Preliminary Bridge, Wall and Roadway plans
- Bridge Design Layout
- 11x17 Final Bridge, Wall and Roadway plans and Job Special Provisions
- Categorical Exclusion Letter, Agency Coordination Letters and Bat Survey
- Construction Services submittals that include RFI responses and shop drawings

Project Schedule

July 21st	- Notice to Proceed
July 29th	- Conceptual Bridge Layout and Typical Section
August 15th	- Kickoff meeting (tentative date)
August 22nd	- Sounding Request
September 16th	- Preliminary Bridge, Wall and Roadway Plan and Estimate
October 1st	- Categorical Exclusion Letter & Agency Coordination Letters
October 17th	- 100% Unsigned/Unsealed Plans, Special Provisions & Estimate
October 31st	- 100% Signed/Sealed Plans, Special Provisions and Estimate

** The above schedule allows for one week maximum review of submittals by City of Joplin and MoDOT.

Exhibit A 3.0
Replacement of the Connecticut Ave Bridge over I-44, Joplin, Missouri
Labor and Fee Estimate - HDR Engineering, Inc.
Design and Construction Phase Services
July 6, 2016

		ROLE	Quality Control	Senior Project Manager	Sr Struct Engineer	Structural Engineer	Sr Enviro Planner	Enviromental Scientist	Sr Civil Engineer	Civil Engineer	CADD Technician	Admin Personnel	Registered Surveyor	Two Person Survey Crew	Total
		Hourly Billing Rate	225.00	198.00	225.00	140.00	190.00	105.00	160.00	130.00	90.00	75.00	135.00	140.00	
Labor (Hours)															
1. Project Administration	a.	Project Administration		16								4			20
	b.	Project Controls		8								4			12
	c.	Status Reports and Invoicing		4								8			12
	d.	MoDOT Coordination		4											4
	e.	Survey and Subconsultant Coordination		4											4
	f.	Project Kickoff Meeting and Site Visit		20					20						40
		Subtotal	**0**	**56**	**0**	**0**	**0**	**0**	**20**	**0**	**0**	**16**	**0**	**0**	**92**
2. Survey	a.	Survey Management and Coordination		2									4		6
	b.	Site Control									4		2		6
	c.	Topographic and Utility Survey									20		4	44	68
	d.	Right-of-Way Survey									12		4	6	22
	e.	Geotechnical Boring Staking Survey									2		2	12	16
		Subtotal	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**38**	**0**	**16**	**62**	**118**
3. Preliminary Bridge and Wall Design	a.	Conceptual Bridge Layout and Typical Section			4	8					8				20
	b.	Develop Bridge and MSE Wall Design Criteria			8	16									24
	c.	Lighting Analysis for Bridge			8	12									20
	d.	Wall Sounding Layout			2	4					8				14
	e.	Preliminary Drawings and Bridge Design Layout			14	20					12				46
	f.	Preliminary Ret Wall Drawings and Design Layout			14	20					12				46
	g.	Preliminary Cost Estimate and Work Day Study	2		4	8									14
	h.	Quality Control Review	4	2	2	4					8				20
	i.	Address MoDOT and City Review Comments		2	2	2					4				10
		Subtotal	**6**	**4**	**58**	**94**	**0**	**0**	**0**	**0**	**52**	**0**	**0**	**0**	**214**
4. Preliminary Roadway Design	a.	Prelim I-44 Shoulder Reconstruction Plans							2	30	24				56
	b.	Prelim Connecticut Avenue Roadway Plans							8	24	32				64
	c.	Prelim Guardrail Layout							4	20	16				40
	d.	Prelim Traffic Control Plans and Detour							12	32	30				74
	e.	Utility Coordination		2					12	4					18
	f.	Prelim Storm Drainage Plans							8	12					20
	g.	Prelim Roadway Cost Estimate	2						2	4					8
	h.	Quality Control Review	4	2					2	4	8				20
	i.	Address MoDOT and City Review Comments		2					2	2	4				10
		Subtotal	**6**	**6**	**0**	**0**	**0**	**0**	**52**	**132**	**114**	**0**	**0**	**0**	**310**

Exhibit A 3.0
Replacement of the Connecticut Ave Bridge over I-44, Joplin, Missouri
Labor and Fee Estimate - HDR Engineering, Inc.
Design and Construction Phase Services
July 6, 2016

		ROLE	Quality Control	Senior Project Manager	Sr Struct Engineer	Structural Engineer	Sr Enviro Planner	Enviromental Scientist	Sr Civil Engineer	Civil Engineer	CADD Technician	Admin Personnel	Registered Surveyor	Two Person Survey Crew	Total
		Hourly Billing Rate	225.00	198.00	225.00	140.00	190.00	105.00	160.00	130.00	90.00	75.00	135.00	140.00	
	5. Bridge and Retaining Wall Final Design	a.	Bridge Final Design and Sheet List												0
			General Plan and Elevation (1 sht)		2		16					8				26
			Est Quantities and General Notes (1 sht)		2	8	16					8				34
			End Bent No. 1 Details (2 shts)			20	40					24				84
			Veritcal Drain at End Bents (1 sht)				2					4				6
			Int Bent No. 2 Details (2 shts)			20	40					24				84
			End Bent No. 3 Details (2 shts)			10	20					24				54
			P/S Girder Details, Span 1 & 2 (2 shts)			16	32					16				64
			Intermediate Diaphragm Details (1 sht)			4	8					8				20
			Diaphragm Details at Int Bent (1 sht)			4	8					8				20
			Camber and Haunching Diagrams (1 sht)			8	16					8				32
			Slab Plan and Pouring Sequence (1 sht)			8	16					8				32
			Slab Section and Details (1 sht)			8	16					8				32
			Precast Panel Details (1 sht)				4					4				8
			Barrier Details (2 shts)			6	12					12				30
			Sidewalk Details (1 sht)			6	12					12				30
			Optional Slip Form Detail (1 sht)				2					4				6
			Lighting and Fencing Details (1 sht)			4	8					12				24
			Bridge Approach Slab (1 sht)			4	8					8				20
			Bill of Reinforcing (3 shts)			16	24					12				52
			As-Built Pile Data (1 sht)				2					2				4
		b.	MSE Wall Final Design and Sheet List													0
			End Bent No. 1 MSE Wall Plan and Elevation (1 sht)			8	12					8				28
			End Bent No. 3 MSE Wall Plan and Elevation (1 sht)			8	12					8				28
			Soil Improvement Details under MSE Walls (1 sht)		2	14	20					12				48
			Wall and Misc Details and Notes (2 shts)			8	12					8				28
		c.	Bridge and Wall Cost Estimate				4					8				12
		d.	Bridge Special Provisions				4									4
		e.	Quality Control Review	16	2	2	4					8				32
		f.	Address MoDOT and City Review Comments			2	4					4				10
			Subtotal	**16**	**8**	**184**	**374**	**0**	**0**	**0**	**0**	**270**	**0**	**0**	**0**	**852**

Exhibit A 3.0
Replacement of the Connecticut Ave Bridge over I-44, Joplin, Missouri
Labor and Fee Estimate - HDR Engineering, Inc.
Design and Construction Phase Services
July 6, 2016

		ROLE	Quality Control	Senior Project Manager	Sr Struct Engineer	Structural Engineer	Sr Enviro Planner	Enviromental Scientist	Sr Civil Engineer	Civil Engineer	CADD Technician	Admin Personnel	Registered Surveyor	Two Person Survey Crew	Total
		Hourly Billing Rate	225.00	198.00	225.00	140.00	190.00	105.00	160.00	130.00	90.00	75.00	135.00	140.00	
	6. Roadway Final Design	a.	Roadway Final Design and Sheet List												0
			Title Sheet (1 sht)						1	4	8				13
			Reference and Coordinate Point Sheets (1 sht)						1	4	8				13
			Typical Sections (1 sht)						2	4	8				14
			Plan and Profile - Connecticut Ave (2 shts)						4	6	8				18
			Plan Sheet - I44 (1 sht)						2	2	4				8
			Roadway Detail Sheets (6 shts)						8	16	12				36
			Traffic Control and Detour Plans (12 shts)						16	24	40				80
			Erosion and Sediment Control (5 shts)						4	8	12				24
			Pavement Marking and Signing (3 shts)						4	8	12				24
			Storm Drainage Sheets (2 shts)						8	16	16				40
			Cross Sections (6 shts)							12	12				24
		b.	Roadway Cost Estimate						4	8					12
		c.	Roadway Special Provisions						4						4
		d.	Quality Control Review	8	2				2	4	8				24
		e.	Address MoDOT and City Review Comments			2			2	4	4				12
			Subtotal	**8**	**2**	**2**	**0**	**0**	**0**	**62**	**120**	**152**	**0**	**0**	**0**	**346**
	7. Environmental and Permitting Services	a.	Categorical Exclusion Letter	1	1			8	8						18
		b.	Agency Coordination Letters and Bat Survey	1	1			16	4						22
															0
			Subtotal	**2**	**2**	**0**	**0**	**24**	**12**	**0**		**0**	**0**	**0**	**0**	**40**
	8. Construction Services	a.	Attend Pre-Bid Meeting		8										8
		b.	Attend Pre-Construction Meeting		8										8
		c.	Site Visits during Construction		16	16									32
		d.	Respond to RFI's			8	24								32
		e.	Shop Drawing Review - P/S Conc Girders			8	16								24
			Shop Drawing Review - MSE Walls			8	16								24
			Shop Drawing Review - Misc Reviews			10	20								30
			Subtotal	**0**	**32**	**50**	**76**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**158**
Grand Total (Man-Hours)				**38**	**112**	**294**	**544**	**24**	**12**	**134**	**252**	**626**	**16**	**16**	**62**	**2130**

Exhibit A 3.0
Replacement of the Connecticut Ave Bridge over I-44, Joplin, Missouri
Labor and Fee Estimate - HDR Engineering, Inc.
Design and Construction Phase Services
July 6, 2016

ROLE	Quality Control	Senior Project Manager	Sr Struct Engineer	Structural Engineer	Sr Enviro Planner	Enviromental Scientist	Sr Civil Engineer	Civil Engineer	CADD Technician	Admin Personnel	Registered Surveyor	Two Person Survey Crew	Total
Hourly Billing Rate	225.00	198.00	225.00	140.00	190.00	105.00	160.00	130.00	90.00	75.00	135.00	140.00	
Labor Fee Breakdown by Task													
1. Project Administration	$ -	$ 11,088	$ -	$ -	$ -	$ -	$ 3,200	$ -	$ -	$ 1,200	$ -	$ -	15,488
2. Survey	$ -	$ 396	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,420	$ -	$ 2,160	$ 8,680	14,656
3. Preliminary Bridge and Wall Design	$ 1,350	$ 792	$ 13,050	$ 13,160	$ -	$ -	$ -	$ -	$ 4,680	$ -	$ -	$ -	33,032
4. Preliminary Roadway Design	$ 1,350	$ 1,188	$ -	$ -	$ -	$ -	$ 8,320	$ 17,160	$ 10,260	$ -	$ -	$ -	38,278
5. Bridge and Retaining Wall Final Design	$ 3,600	$ 1,584	$ 41,400	$ 52,360	$ -	$ -	$ -	$ -	$ 24,300	$ -	$ -	$ -	123,244
6. Roadway Final Design	$ 1,800	$ 396	$ 450	$ -	$ -	$ -	$ 9,920	$ 15,600	$ 13,680	$ -	$ -	$ -	41,846
7. Environmental and Permitting Services	$ 450	$ 396	$ -	$ -	$ 4,560	$ 1,260	$ -	$ -	$ -	$ -	$ -	$ -	6,666
8. Construction Services	$ -	$ 6,336	$ 11,250	$ 10,640	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	28,226
Total Labor Fee	**$ 8,550**	**$ 22,176**	**$ 66,150**	**$ 76,160**	**$ 4,560**	**$ 1,260**	**$ 21,440**	**$ 32,760**	**$ 56,340**	**$ 1,200**	**$ 2,160**	**$ 8,680**	**$ 301,436**

Estimated Direct Costs	
Survey Crew Lodging (4 nights @ $200 per crew)	$ 800
Survey Crew Meals/Per Diem (5 days @ $118 per crew)	$ 590
Survey Crew Mileage (850 total - 650 two round trips, 40 daily) AT $0.60	$ 510
Meetings by Design Team-Rental Car (2 @ 75 per trip)	$ 150
Meetings by Design Team-Rental Car Gas (2 @ 50 per trip)	$ 100
Meetings by Design Team-meals (2 @ 20 per trip)	$ 40
Site Visits by Const Serv Team-Rental Car (6 @ 75 per trip)	$ 450
Site Visits by Constr Serv Team-Car Gas (6 @ 50 per trip)	$ 300
Site Visits by Const Serv-meals (6 @ 20 per trip)	$ 120
Postage/Package Overnight	$ 50
Printing (500 pages at .10 per page)	$ 50
Total Direct Costs	**$ 3,160**

Subconsultant Costs	
Geotech Investigation and Report Palmerton & Parrish, Inc. (copy included)	$ 11,750
Total Subconsultants	**$ 11,750**

TOTALS	
Total Labor Fee	$ 301,436
Estimated Direct Costs	$ 3,160
Subconsultant Costs	$ 11,750
Grand Total	**$ 316,346**

PALMERTON & PARRISH, INC.

GEOTECHNICAL & MATERIALS ENGINEERS
MATERIALS TESTING LABORATORIES
ENVIRONMENTAL SERVICES

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www.ppimo.com

Revised
July 5, 2016

Ms. Jennifer A. Thomas, P.E. ENV SP
HDR
2139E E. Primrose St.
Springfield, Missouri 65804

Email: Jennifer.Thomas@hdrinc.com

RE: PPI Proposal for Geotechnical Subsurface Investigation
Connecticut Avenue Bridge over I-44
Joplin, Missouri

Dear Ms. Thomas:

Palmerton & Parrish, Inc. (PPI) appreciates the opportunity to submit this proposal for completion of a Subsurface Investigation and Geotechnical Engineering Report for the new Connecticut Avenue Bridge over I-44 in Joplin, Missouri. The sections below summarize PPI's project understanding, scope of services, project schedule and logistics, and estimated cost.

PROJECT UNDERSTANDING

The Project involves construction of a new Connecticut Avenue Bridge over Interstate 44 (I-44) in Joplin, Missouri. The new bridge will have a total width on the order of 68 feet, 8 inches, and will include four (4) lanes and two (2) sidewalks on the outside edges of the bridge. The bridge will be a two-span, prestressed I-girder bridge, with span lengths of approximately 75 feet and 75 feet.

The new bridge will have integral end bents. Mechanically stabilized earth (MSE) walls will be constructed in front of the end bents, and will extend parallel to I-44 until they taper down to existing ground surface elevations. The total wall length is on the order of 140 feet, and the maximum wall height of approximately 18 feet occurs at the bridge abutments.

Bridge foundation support is anticipated to be footings supported on deep pile foundations. Existing subsurface data collected during design of the original bridge structure indicates thick overburden consisting of clay and heavy chert, underlain by limestone and/or limestone and shale bedrock at variable depth.

Surface elevation was relatively flat among the boring logs reviewed by PPI, ranging from 1055.7 to 1058.8 feet. Several borings were terminated on chert prior to reaching the depth of limestone bedrock. Where borings were extended to bedrock, limestone was encountered at depths ranging from 63.3 feet to 111.5 feet; data points included 104.3, 111.5, 72.5, 70.7, 87.5, 64.8, 63.3, 63.8, 58.0, 72.3, and 69.8 feet. Flint was encountered in one boring at a depth of 62 feet.

SCOPE OF SERVICES

It is understood that the existing subsurface data will be utilized by HDR for design of the new bridge structure, and no additional subsurface investigation is desired for this portion of the project. However, additional subsurface investigation is desired for the proposed new MSE Walls. PPI's scope of services will include completion of a field subsurface

investigation, laboratory testing program, engineering analysis of collected data, and preparation of a formal Geotechnical Engineering Report. PPI anticipates issuance of a Preliminary Geotechnical Engineering Report for HDR's use before the laboratory testing program is complete, with the Final Geotechnical Engineering Report issued upon completion of laboratory testing.

The scope of the field subsurface investigation and laboratory testing program has been developed in general accordance with the Missouri Department of Transportation's (MoDOT's) Technical Guidelines for Geotechnical Investigations, and is summarized in the tables below.

FIELD DRILLING SCOPE	
Construction Item	**Field Drilling Scope**
MSE Wall Abutments	MoDOT Guideline: sample borings ~200 foot spacing with a minimum of 2 sample borings per wall; probe borings ~25 ft. centers; typical depth ~10 feet below wall foundation. [Wall length is approximately 140 feet x 2 walls. Assume 2 sample borings and 5 probe boring per wall, approximately 15 feet of soil drilling in each]

LABORATORY TESTING SCOPE	
Construction Item	**Laboratory Testing Scope**
MSE Wall Abutments	**All Soil Samples:** Moisture Content and Pocket Penetrometer Strength **Selected Soil Samples:** Atterberg Limits, Grain Size Analysis, and Unconfined Compressive Strength **Selected Soil Samples:** Drained Direct Shear Testing and Multi-stage Consolidated Undrained Triaxial Testing (if sample type and quality allows)

PPI's Formal Geotechnical Engineering Report will include:

- An Executive Summary;
- Discussion of the Work Performed;
- Encountered Subsurface Conditions;
- Site and Boring Location Plans;
- Typed Boring Logs;
- MSE wall design parameters & Global Stability Analysis; and
- Laboratory Test Results.

LOGISTICS AND ASSUMPTIONS

This proposal includes the following assumptions:

- Boring locations will be surveyed and staked in the field, including surface elevations, by HDR.
- Borings will typically be located on MoDOT right-of-way. Any required right of entry or other site access agreements will be provided by others.
- It is assumed that the site is accessible by PPI's track-mounted drilling equipment. This proposal does not include an allowance for site clearing or earthwork to accommodate drill rig access.
- PPI will make utility locate requests to the Missouri One Call System. **Marking of planned boring locations is a critical path item for the overall drilling schedule, so that PPI can make utility locate requests.**
- Private utilities, if any, will be marked in the field by others prior to PPI's mobilization.

- In accordance with MoDOT guidelines, PPI will provide a qualified engineer or geologist to log the borings during field drilling.
- PPI will provide traffic control for our crew in accordance with MoDOT's Traffic Control for Field Operations, based upon the Manual for Uniform Traffic Control Devices.
- PPI anticipates obtaining a Utility Permit from MoDOT, to obtain formal permission to work on MoDOT Right of Way. Part of the Utility Permit requirement will be restoration of the project site upon completion of work, followed by a final inspection by MoDOT. This proposal includes an allowance for rut repair, and spreading grass seed and straw.
- Soil samples will be sealed and stored in PPI's laboratory for 60 days after completion of the Geotechnical Engineering Report, unless other arrangements are mutually agreed upon.

There are existing electric transmission lines on the west side of the existing bridge. The only field drilling that may occur on the west side of the existing bridge is borings for the new MSE wall abutments. These borings will be located where they are not in conflict with this transmission line, and may be eliminated from the scope if they cannot be safely drilled in an applicable location west of the existing bridge.

There is existing overhead electric on the east side of the existing bridge. It is anticipated that this electric service will be relocated as part of this Project. For the purposes of this proposal, PPI assumes that boring locations will either be sited so that they are not in conflict with the electric line east of the existing bridge, or field drilling will be delayed until after the line is relocated.

SCHEDULE

PPI's anticipated schedule is summarized in the table below, assuming that it will be possible to complete all of the planned field drilling activities in a single mobilization.

ANTICIPATED SCHEDULE	
Work Item	**Anticipated Duration (Total Project Timeline)**
Coordination and Planning	1 week from the date of Project Authorization
Field Subsurface Investigation	3 days
Preliminary Geotechnical Engineering Report	1 week
Laboratory Testing Program (basic)	1 week
Laboratory Testing Program (high end strength tests)	2 weeks
Final Geotechnical Engineering Report	1 week after completion of Laboratory Testing Program (4 to 5 weeks total timeline)

ESTIMATED COST

PPI will provide the scope of services outlined in this proposal for a Lump Sum Cost of Eleven Thousand Seven Hundred & Fifty Dollars ($11,750). PPI is also happy to provide services on a time and materials basis if that is desired by HDR and/or MoDOT.

The table below shows a general breakdown of PPI's Lump Sum cost by task.

GENERAL BREAKDOWN OF LUMP SUM COST	
Item	**Estimated Cost**
Project Management	$1,050
Traffic Control Plan & Coordination of Field Work with MoDOT	$300
Traffic Control Implementation (Equipment Rental, Set Up, & Take Down)	$600
Subsurface Investigation (Field Drilling and Logging by a Geologist)	$5,750
Laboratory Testing Program	$2,450
Geotechnical Engineering Report	$1,600
Total LUMP SUM Cost:	**$11,750**[1]
[1] Total LUMP SUM cost based upon the assumptions, quantities, and general work effort discussed throughout this proposal dated July 5, 2016	

CLOSURE

PPI appreciates the opportunity to submit this proposal to HDR for completion of a field subsurface investigation and Geotechnical Engineering Report for the new Connecticut Avenue Bridge over I-44. To authorize us to proceed, please sign below, initial the attached General Conditions, and return one fully executed copy to our office. PPI is also happy to consider alternate contract forms provided by HDR. Please call our Springfield Office at (417) 864-6000 if you have any questions regarding this proposal.

PALMERTON & PARRISH, INC.
By:

Rachel J. Goeke

Rachel J. Goeke, P.E.
Geotechnical Engineer

PALMERTON & PARRISH, INC.
By:

Brandon R. Parrish, P.E.
Vice-President

Attachment: General Conditions

Submitted: 1 Electronic (.pdf) Copy via Email (Jennifer.Thomas@hdrinc.com)

Copy: Electronic (.pdf) Copy via Email: Kurt.Gribble@hdrinc.com

SMR:BRP/brp

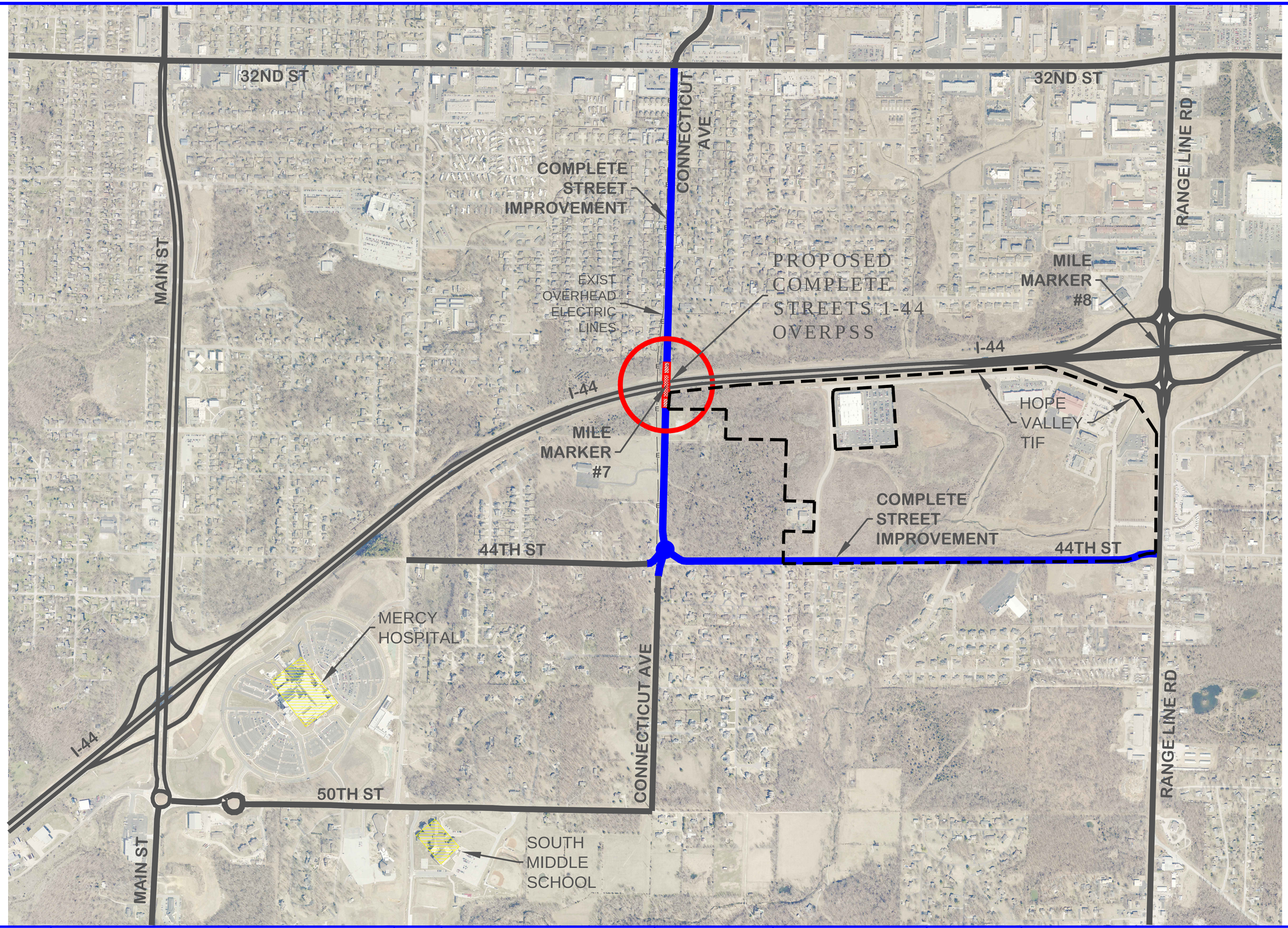
CLIENT AUTHORIZATION:

_____
Firm Name

_____
Authorizing Signature

_____
Please Print Name & Title

_____
Date



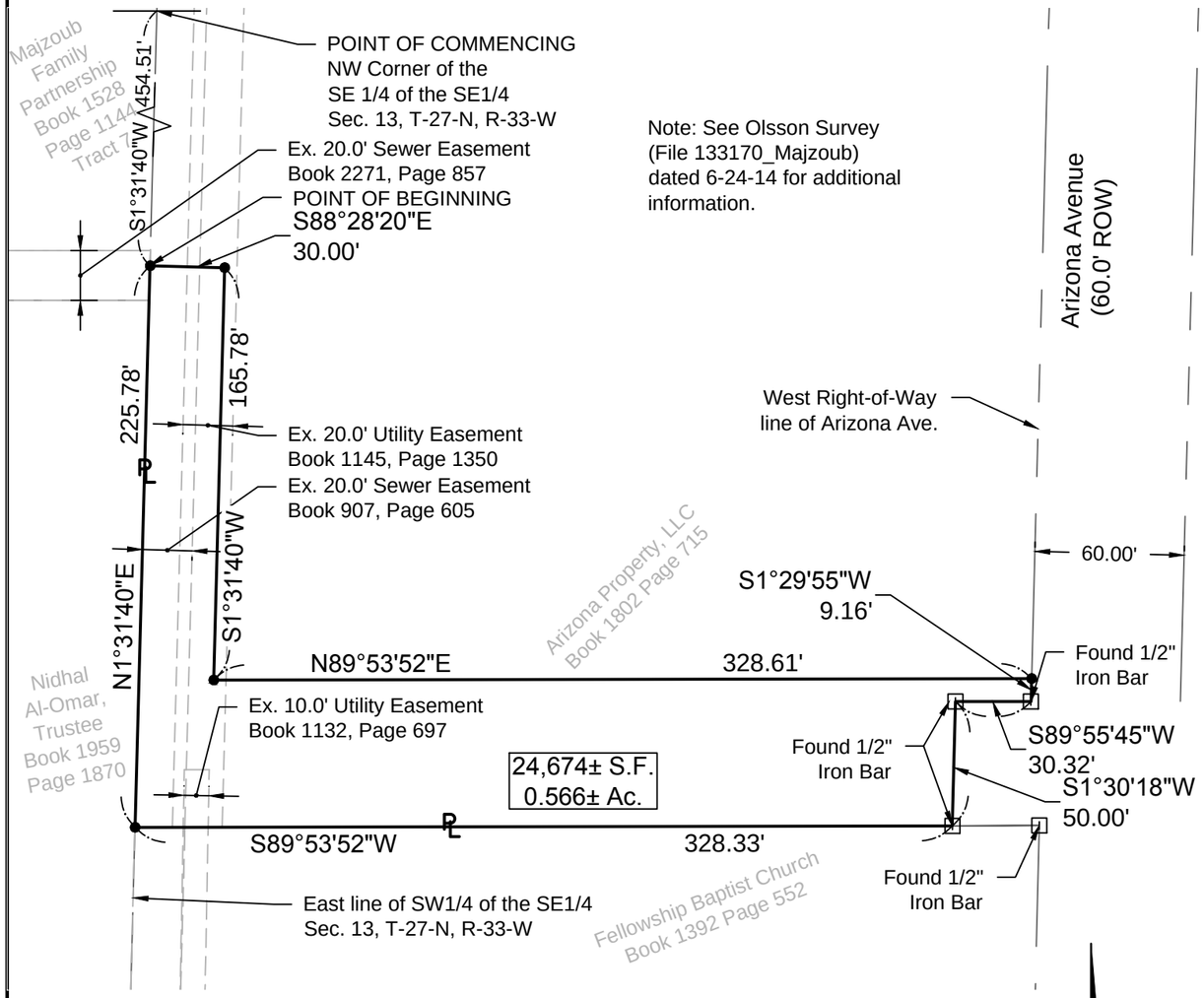
MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP. CALL BEFORE YOU DIG!

CITY OF Joplin	CITY OF JOPLIN, MISSOURI PUBLIC WORKS DEPARTMENT DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 530 FAX NO: 417-625-4738 E-MAIL: NHEATHER@JOPLIN.ORG	REV DATE: 06/2016	REVISION: CREATED PLAN	SVYD BY: PNT FILE: SVY DATE: ENGINEER: HEATHERLY	ACAD DWG FILE & PATH NAME: MISC\CONNECTICUT VICINITY SCALES: HORZ: 1" = 500' VERT: N/A	DWN BY: STAFF CKD BY: SALISBURY APD BY: SALISBURY DATE: 06/2016	PROJECT **CONCEPTUAL PLAN OF NEW BRIDGE OVER 1-44 ON CONNECTICUT AVE**	PLAN NO: SHEET **1 OF 1**

BOUNDARY SURVEY FOR

THE CITY OF JOPLIN

SOUTHEAST QUARTER OR THE SOUTHEAST QUARTER OF .
SECTION 13, TOWNSHIP 27 NORTH, RANGE 33 WEST
CITY OF JOPLIN, JASPER COUNTY, MISSOURI



BOUNDARY DESCRIPTION

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

COMMENCING at the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, City of Joplin, Jasper County, Missouri; thence South 01 Degrees 31 Minutes 40 Seconds West along the West line of said Quarter Quarter, a distance of 454.51 feet to the POINT OF BEGINNING; thence departing said West line South 88 Degrees 28 Minutes 20 Seconds East, a distance of 30.00 feet; thence South 01 Degrees 31 Minutes 40 Seconds West, a distance of 165.78 feet; thence North 89 Degrees 53 Minutes 52 Seconds East, a distance of 328.61 feet to a point in the West Right-of-Way line of Arizona Avenue, as now established; thence South 01 Degrees 29 Minutes 55 Seconds West along said West Right-of-Way line, a distance of 9.16 feet to a found 1/2" iron bar; thence continuing along said West Right-of-Way line South 89 Degrees 55 Minutes 45 Seconds West, a distance of 30.32 feet to a found 1/2" iron bar; thence continuing along said West Right-of-Way line South 01 Degrees 30 Minutes 18 Seconds West, a distance of 50.00 feet to a found 1/2" iron bar, said point being in the South line of the tract of land described in the General Warranty Deed duly recorded in the Jasper County Recorder's Office in Deed Book 1802, at Page 715; thence South 89 Degrees 53 Minutes 52 Seconds West along said South line, a distance of 328.33 feet to the Southwest corner thereof, said point being in said West line of Quarter Quarter; thence North 01 Degrees 31 Minutes 40 Seconds East along said West line, a distance of 225.78 feet to the POINT OF BEGINNING, and containing 24,674 square feet or 0.566 acres, more or less. Subject to easements or other items of record.

RECORDING CERTIFICATE

STATE OF MISSOURI SS
COUNTY OF JASPER

I, Donna Grove, Recorder of Deeds, hereby certify this survey was filed in the office of the Clerk and Recorder of Jasper County at _____O'Clock __.M.on the _____day of_____, 2014, in Survey Book _____, at Page _____.

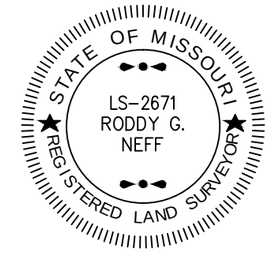
By_____
Donna, Grove, Recorder

CERTIFICATE OF SURVEY AND ACCURACY

Know all men by these presents:

That I, Roddy G. Neff, do hereby certify to the City of Joplin, Missouri, that this survey was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson Associates, Inc., dated July 14, 2014, and signed by Roddy G. Neff, P.L.S. 2671, and that the monuments and lot corner pins shown herein were placed under the personal supervision of Roddy G. Neff, P.L.S. 2671, in accordance with the current "Missouri Minimum Standards For Property Boundary Surveys".

_____ _____
Roddy G. Neff, MO LS 2671 Date
Olsson Associates, MO LC 366
rgneff@olssonassociates.com



LEGEND
Found Iron Monument (As Noted)
Set 1/2" Rebar w/Plastic Cap, "LC 366"

0' 30' 60' 120'
SCALE IN FEET

BASIS OF BEARINGS
GRID NORTH BASED ON MISSOURI STATE PLANE COORDINATE SYSTEM 1983 WEST ZONE BY USE OF MODOT CONTINUOUSLY OPERATING GNSS RTK NETWORK

N

PREPARED FOR

CITY OF JOPLIN

PREPARED BY

OLSSON ASSOCIATES
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806

PROJECT: 13-3170	BOUNDARY SURVEY FOR THE CITY OF JOPLIN	OLSSON ASSOCIATES	SHEET 1 of 1
DRAWN BY: DRM			
DATE: 07.14.14			

COUNCIL BILL NO. 2016-132 ORDINANCE NO.

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of real property and easements from property described as, All that part of the Southeast Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, City of Joplin, Jasper County, Missouri, being all that part of the tract of land described in the General Warranty Deed duly recorded in the Jasper County Recorder's Office in Deed Book 1802, at Page 715, for the construction of public road and storm water public improvements near 29th and Arizona Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

WHEREAS, Arizona Property LLC is the legal owner of property described as All that part of the Southeast Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, City of Joplin, Jasper County, Missouri, being all that part of the tract of land described in the General Warranty Deed duly recorded in the Jasper County Recorder's Office in Deed Book 1802, at Page 715, and;

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

WHEREAS, the City of Joplin and the owner of the property have been unable to agree upon the proper compensation, if any, to be paid for the lands, properties or rights herein set out.

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

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

Fee Simple Taking

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

COMMENCING at the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, City of Joplin, Jasper County, Missouri; thence South 01 Degrees 31 Minutes 40 Seconds West along the West line of said Quarter Quarter, a distance of 454.51 feet to the POINT OF BEGINNING; thence departing said West line South 88 Degrees 28 Minutes 20 Seconds East, a distance of 30.00 feet; thence South 01 Degrees 31 Minutes 40 Seconds West, a distance of 165.78 feet; thence North 89 Degrees 53 Minutes 52 Seconds East, a distance of 328.61 feet to a point in the West Right-of-Way line of Arizona Avenue, as now established; thence South 01 Degrees 29 Minutes 55 Seconds West along said West Right-of-Way line, a distance of 9.16 feet to a found 1/2" iron bar; thence continuing along said West Right-of-Way line South 89 Degrees 55 Minutes 45 Seconds West, a distance of 30.32 feet to a found 1/2" iron bar; thence continuing along

said West Right-of-Way line South 01 Degrees 30 Minutes 18 Seconds West, a distance of 50.00 feet to a found 1/2" iron bar, said point being in the South line of the tract of land described in the General Warranty Deed duly recorded in the Jasper County Recorder's Office in Deed Book 1802, at Page 715; thence South 89 Degrees 53 Minutes 52 Seconds West along said South line, a distance of 328.33 feet to the Southwest corner thereof, said point being in said West line of Quarter Quarter; thence North 01 Degrees 31 Minutes 40 Seconds East along said West line, a distance of 225.78 feet to the POINT OF BEGINNING, and containing 24,674 square feet or 0.566 acres, more or less. Subject to easements or other items of record.

Permanent Easement Taking

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

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

Temporary Construction Easement

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

COMMENCING at the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, City of Joplin, Jasper County, Missouri; thence South 01 Degrees 31 Minutes 40 Seconds West along the West line of said Quarter Quarter, a distance of 621.08 feet; thence departing said West line South 89 Degrees 59 Minutes 38 Seconds East, a distance of 101.22 feet to the POINT OF BEGINNING; thence North 64 Degrees 35 Minutes 36 Seconds West, a distance of 45.04 feet; thence North 01 Degrees 31 Minutes 40 Seconds East, a distance of 235.30 feet; thence South 88 Degrees 39 Minutes 35 Seconds East, a distance of 42.44 feet; thence South 51 Degrees 02 Minutes 45 Seconds East, a distance of 60.82 feet; thence

South 19 Degrees 07 Minutes 24 Seconds East, a distance of 227.90 feet; thence North 89 Degrees 59 Minutes 38 Seconds West, a distance of 129.98 feet to the POINT OF BEGINNING, and containing 30,370 square feet or 0.697 acres, more or less. Subject to easements or other items of record.

Section 2. That the City of Joplin and the owner of the property have been unable to agree upon the proper compensation, if any, to be paid for the lands, properties or rights herein set out.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016 by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

Requested Council Meeting Date: July 18, 2016
Council Bill No. 2016-132

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

Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map
2) Council Bill No. 2016-132

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

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

Background: In November 2013 the council approved a consulting agreement with Olsson Associates for design services for the 29th and Arizona Regional Detention Basin. The project is part of the 2012 to 2022 storm water sales tax project program. The project was included in the State of Missouri's Rebuild Damaged Infrastructure program, but has since been deleted due to extensive negotiations with one property owner. The improvements will need to be completed under the storm water sales tax program.

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

Discussion:
Staff has presented a written offer to the listed property owner based on a professional appraisal prepared for the City of Joplin. At this time the offer of compensation has not been accepted. In order to complete the project, staff would like authorization to initiate condemnation proceedings.

Recommendation: Staff recommends this Council Bill be passed on an Emergency basis per Section 2.12 (6) of the Home Rule Charter of the City of Joplin.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July, 18, 2016

Item: Amendment 1 for the Agreement with Olsson & Associates for Engineering Services

Contract Originating Department: Public Works- Engineering

Attachments: 1) Council Bill No. 2016-133
2) Olsson Amendment 1
3) Location Map

Public Works: Nick Heatherly
Community Development & Planning: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter Edwards
City Manager: Samuel Anselm

Recommended Action: Approval of Amendment 1 to the Agreement with Olsson & Associates in the not to exceed amount of $272,391.00 for Engineer Services of Design & Construction Management Associated with the 32nd Street Widening from Schifferdecker to Central City.

Background:
In August of 2014 the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the widening of 32nd street from Schifferdecker to Central City Road. On September 2015 the council approved Olsson & Associates for the design of construction management for the project. This amendment is funded by the Economic Development Administration Library & infrastructure grant funds for the construction of an improved intersection at 32nd & Central City Road. The agreement award is contingent upon final EDA approval.

DISCUSSION:
By state statue the qualification based selection was used for procurement. City staff advertised in accordance with City procurement policies and received 10 sets of qualifications from consulting firms for the project. Olsson Associates was selected for Engineering Services for the 32nd Street Widening Project. It was approved by council on September 8, 2015.

RECOMMENDATION:
City Staff recommends the approval of this Council Bill on an emergency basis, in accordance with Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, approving Amendment 1 with Olsson & Associates in the amount of $272,391.00 for engineering services.

COUNCIL BILL NO. 2016-133 ORDINANCE NO

AN ORDINANCE approving Amendment 1 to the agreement for Olsson Associates for Two Hundred Seventy Two Thousand Three Hundred Ninety One no/100 Dollars ($272,391.00) for Engineering Services of Design & Construction Management Associated for the 32nd Street Widening from Schifferdecker to Central City Road Project and containing an emergency clause.

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

Section 1. Approval of Amendment 1 to the agreement for Olsson Associates for Two Hundred Seventy Two Thousand Three Hundred Ninety One no/100 Dollars ($272,391.00) for Engineering Services of Design & Construction Management Associated for the 32nd Street Widening from Schifferdecker to Central City Road Project in the City of Joplin, Jasper County.

Section 2. That the Director of Public Works is hereby authorized for final approval and acceptance of the consultant's work under said contracts.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Olsson Associates and to administer said agreement with all local, state, and federal rules & regulations.

Section 4. City Council recognizes that all Public Improvement projects are subject to needed alterations. This authorizes the Director of Public Works to make these needed alterations within the limits of the program funding.

Section 5. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction or design to begin immediately in the optimal time during the calendar year, and appropriations for this contract have been approved by the 2015-2016 budget.

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

_____, 2016 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Olsson Associates Address: 714 South Main Street Joplin, MO 64801	
Attention: Nick A. Heatherly, PE		Attention: Jack Schaller, PE	
Department: Public Works		Phone: (417) 206-9000	Fax: (417) 206-9002
Phone: (417) 627-0820	Fax: (417) 625-4738	Amendment for 32nd Street	

AMENDMENT #1 TO WORK AUTHORIZATION NUMBER TCO 601 & TCO 602-01
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***. Also for the terms of this Amendment #1, the Engineering Services Agreement detailed on the above referenced Work Authorization Number is in full effect.

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this Amendment #1 to Work Authorization Number **601 & TCO 602-01** exceed the sum of Two hundred seventy-one thousand, three hundred ninety-one and 00/100 Dollars ($271,391.00).

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, 2016, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

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

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. 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.

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

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Reports and Information. The Engineer, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

Records and Audits. The Engineer shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Engineer.

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

a) The Engineer will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
b) The Engineer will, in all solicitation or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
c) The Engineer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
d) The Engineer 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 Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

.

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.

Affirmative Action for Handicapped Workers

a. The Engineer 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 Engineer 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 Engineer 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 Engineer'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 Engineer 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 Engineer 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 Engineer 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 Engineer 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.

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.

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.

Authorized Employees. Engineer 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. Engineer 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.

Interest of Engineer and Employees. The Engineer covenants that he 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 Engineer further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance

.

Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.

The Recipient, EDA, the Comptroller General of the United States, the Inspector General of the Department of Commerce, or any of their duly authorized representatives, shall have access to any documents, books, papers, and records of the A/E (which are directly pertinent to a specific grant program) for the purpose of making an audit, examination, excerpts, and transcriptions. The Recipient shall require the A/E to maintain all required records for at least three years after the Recipient makes final payment and all pending matters are closed.

REVIEWED FOR APPROVAL

_____ _____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated bythis document is within the purpose of the appropriation to which it is to be charged andthat there is anunencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson Associates

By: _____

Printed Name: John Olsson

Title: Senior Vice President

Date: 7/6/16

By: _____

Printed Name: Jack Schaller

Title: Project Manager

Date: 7/6/16

CITY OF JOPLIN, MISSOURI

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

Date: _____

Appendix A
Total Project Fee

32nd Street & Central City Rd. Intersection
Based on 2016 Rates

Task No.	Task Description	Fee Estimate
1	Project Management	$ 16,322
2	Public Involvement	$ 14,998
3	Conceptual Phase	$ 7,910
4	Additional Survey (N, S & W. legs)	$ 5,547
5	Utility Coordination & ROW coordination	$ 15,987
6	Environmental/Historical Review (NEPA)	$ 9,408
7	Preliminary Design Phase (30 percent plans)	$ 11,994
8	Right of Way Plan Phase (60 percent plans)	$ 35,954
9	Permits	$ 12,963
10	Final Design Phase (100 percent plans)	$ 26,003
11	Bidding Phase	$ 5,865
12	Engineering During Construction	$ 14,891
13	Construction Inspection	$ 85,000
14	Expenses	$ 9,550
	Total Project Cost (Not Including Construction Inspection)	**$ 187,391**
	Total Project Cost (Including Construction Inspection)	**$ 272,391**

MAN-HOUR ESTIMATE - 32ND STREET & CENTRAL CITY INTERSECTION

Task No.	Description of Work Items / Tasks	Olsson Associates 2016 Rates								Total Manhours	Total Labor Fee	
		Principal	Project Manager	Client Manager	Assistant Technician	Assistant Engineer	Surveyor	Assistant Surveyor	Administrative Assistant			
		$ 238.70	$ 175.50	$ 159.14	$ 58.35	$ 90.18	$ 90.18	$ 57.29	$ 61.53			
1	**Project Management**											
	Project Management		30							30	$ 5,265	
	MoDOT coordination		20							20	$ 3,510	
	Design Memorandum		3							3	$ 527	
	EDA progress reports		16							16	$ 2,808	
	Monthly Progress Meetings (12 meetings)		24							24	$ 4,212	
												$ 16,322
2	**Public Involvement**											
	Public Meetings (Assume 2)		24	16		16				56	$ 8,201	
	Attend Meetings w/Commission and Provide Exhibits		16	16		16				48	$ 6,797	
												$ 14,998
3	**Conceptual Phase**											
	Prepare Alternative plan exhibits		10		30	40				80	$ 7,113	
	Prepare typical section		3			3				6	$ 797	
												$ 7,910
4	**Additional Survey (N, S & W. legs)**											
	Topographical Survey						10	10		20	$ 1,475	
	Base Map Preparation						8	8		16	$ 1,180	
	Horizontal Control						2	2		4	$ 295	
	Bench Level Run						4	4		8	$ 590	
	Utility Locates						4	3		7	$ 533	
	Legals and tract maps for ROW takings						10	10		20	$ 1,475	
												$ 5,547
5	**Utility Coordination & ROW coordination**											
	utility coordiation Services			19						19	$ 3,024	
	Negotiation services (6 takings at $1500 each) + recording esmts.										$ 9,210	
	Utility Plan Submittal		2		4	4				10	$ 945	
	Utility Review Meetings / Coordination		16							16	$ 2,808	
												$ 15,987
6	**Environmental/Historical Review (NEPA)**											
	NEPA Environmental Review		6			14				20	$ 2,316	
	Compile Data		6			14			10	30	$ 2,931	
	Write report		6			14			30	50	$ 4,161	
												$ 9,408
7	**Preliminary Design Phase (30 percent plans)**											
	Identify any Variances to Design Criteria		2							2	$ 351	
	Preliminary Estimates and Construction Costs		2		2	2				6	$ 648	
	Hydrologic studies and Drainage Plans		1			8				9	$ 897	
	Conceptual Traffic Control Plan		2			2				4	$ 531	
	Preliminary Design		2		2	2				6	$ 648	
	Typical Sheet		1		2	1				4	$ 382	
	Plan Sheets		1		2	2				5	$ 473	
	Profile Sheets		1		2	2				5	$ 473	
	Special Sheets		1		1	1				3	$ 324	
	Preliminary Culvert Sections		1		1	2				4	$ 414	
	Preliminary Cross Sections at 25 foot intervals		1		1	16				18	$ 1,677	
	Tentative Easements and Right of Way Limits		1		1	1				3	$ 324	
	Roundabout horizontal layout		8		20	20				48	$ 4,375	
	QA/QC	2								2	$ 477	
												$ 11,994
8	**Right of Way Plan Phase (60 percent plans)**											
	R.O.W Design		1		4	1				6	$ 499	
	Title Sheet		1		2					3	$ 292	
	Typical Sheet		1		8	4				13	$ 1,003	
	General layout		1			1				2	$ 266	
	Demo sheet		1			2				3	$ 356	
	Plan/Profile Sheets		4		24	24				52	$ 4,267	
	Storm Drainage Plan and Profile Sheets		2		4	36				42	$ 3,831	
	Special Sheets		2		16	6				24	$ 1,826	
	R.O.W. and Easement Plan Sheets		1		4	4				9	$ 770	
	Cross Sections		1		8	24				33	$ 2,807	
	Construction Limits		1		2	2				5	$ 473	
	Design Field Check and R.O.W Revisions		2		2	2				6	$ 648	
	R.O.W Revisions due to Owner Negotiations		1		2	4				7	$ 653	
	Construction Cost Estimate		2		4	4				10	$ 945	
	Roundabout horizontal layout (2 lane ultimate)		4		35	35				74	$ 5,901	
	Roundabout horizontal layout (1 lane interium)		4		25	25				54	$ 4,415	
	Roundabout vertical Design		4		36	36				76	$ 6,049	
	QA/QC	4								4	$ 955	
												$ 35,954
9	**Permits**											
	SWPPP		20			36			20	76	$ 7,987	
	Land Disturbance Permit		10			10			5	25	$ 2,964	
	NPDES Permit		2			15			5	22	$ 2,011	
												$ 12,963

MAN-HOUR ESTIMATE - 32ND STREET & CENTRAL CITY INTERSECTION

Task No.	Description of Work Items / Tasks	Olsson Associates 2016 Rates								Total Manhours	Total Labor Fee	
		Principal	Project Manager	Client Manager	Assistant Technician	Assistant Engineer	Surveyor	Assistant Surveyor	Administrative Assistant			
		$ 238.70	$ 175.50	$ 159.14	$ 58.35	$ 90.18	$ 90.18	$ 57.29	$ 61.53			
10	**Final Design Phase (100 percent plans)**											
	Cover Sheet				1					1	$ 58	
	Summary of Quantities Sheet		2		8	8				18	$ 1,539	
	Typical Section Sheets		1		1	1				3	$ 324	
	General Notes Sheet		1		1					2	$ 234	
	Detail Sheets		1		4					5	$ 409	
	Horizontal/Vertical Control Sheets		1		1					2	$ 234	
	Traffic Control Sheets & Detour Plan		4		15	16				35	$ 3,020	
	Geometric Sheets		1		4	2				7	$ 589	
	Roadway Plan and Profile Sheets		1		6	6				13	$ 1,067	
	Roundabout Final Detailing		8		40	40				88	$ 7,345	
	Removal Sheets		1		2	2				5	$ 473	
	Storm Drainage Plan and Profile Sheets		2		4	4				10	$ 945	
	Sediment and Erosion Control Sheets		1		4	4				9	$ 770	
	Pavement Marking & Signing Sheets		2		8	9				19	$ 1,629	
	Lighting Plan Sheets		2		14	14				30	$ 2,430	
	Right-of-Way Sheets		1		1	1				3	$ 324	
	Irrigation relocation plans for lawn sprinklers		2		16	10				28	$ 2,186	
	Roadway Cross-Section Sheets		1		2	2				5	$ 473	
	Cost Estimates		2		2	2				6	$ 648	
	Special Provisions		2							2	$ 351	
	QA/QC	4								4	$ 955	
												$ 26,003
11	**Bidding Phase**											
	Advertise for and obtain bids for the proposed work		4			4				8	$ 1,063	
	Attend Pre-Bid Meeting		4	4						8	$ 1,339	
	Answer Design Questions		4			4				8	$ 1,063	
	Prepare Addenda		4			4				8	$ 1,063	
	Attend Bid Opening		4	4						8	$ 1,339	
												$ 5,865
12	**Engineering During Construction**											
	Attend Pre-Construction Meeting		4	4						8	$ 1,339	
	Review Shop Drawings		4			20				24	$ 2,506	
	Prepare Change Orders		4			20				24	$ 2,506	
	Prepare Revision Sheets		4			16				20	$ 2,145	
	Answer Design Questions		4			8				12	$ 1,423	
	Evaluate substitute "or equal" bids		2			2				4	$ 531	
	Conduct Site Visits		16	8		4				28	$ 4,442	
												$ 14,891
13	**Construction Inspection**											
	Construction Inspection										$ 85,000	
												$ 85,000
	Total Manhours	10	365	71	378	654	38	37	70	1623	$ 262,841	
	Total Labor	$ 2,387	$ 64,058	$ 11,299	$ 22,056	$ 58,978	$ 3,427	$ 2,120	$ 4,307			
	Total Labor and Expenses											

NEPA DOCUMENTATION

PROJECT DESCRIPTION AND LOCATION

Project will be located at: The intersection of W. 32nd Street and Central City Road, and 1,000 feet east of the intersection – Joplin, Missouri

Project Description: U.S. Economic Development Administration NEPA Environmental Narrative

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Environmental Narrative Report

Olsson will conduct an environmental review for potential impacts related to construction of Project involving a new intersection roundabout, and replacement of road surface for 1,000 feet east of the intersection at W. 32nd Street and Central City Road in Joplin. The environmental review will be consistent and in compliance with the NEPA requirements of the U.S. Economic Development Administration (EDA) Environmental Narrative Requirements per EDA Directive 17.02-2. The EDA Environmental Narrative requires evaluation of the existing environment, possible alternatives to the project, and examination of 18 environmental factors, a summary of direct, indirect, and cumulative impacts, and inclusion of all supporting documentation for completion of the environmental review and narrative development.

It is assumed that the city will provide existing land use information to be included in this report.

DELIVERABLE

Olsson will prepare an environmental review report detailing results of the evaluation, including findings of potential environmental impacts, mitigation of potential environmental impacts, and public awareness that includes a published notice of the project.

SCHEDULE

Olsson is prepared to start on this project upon receipt of Client's notice to proceed, and will complete the project within 4 months of the notice to proceed, assuming the review and comment period for the EDA or other agencies is not more than 30 calendar days.

TOTAL ESTIMATED COSTS: $9,408.00

TOTAL EXPENSES					
Expenses	**Amount**		**$ Ea.**		**Cost**
Design					
Travel, mile (car)					$7,500.00
Title Work	3		$350.00		$1,050.00
Printing for bidding					$1,000.00
			Total		**$9,550.00**

Other travel or lodging cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including mylars and linens	
In-house	Actual Cost
Outside	Actual Cost
express mail and special delivery	Actual Cost
Film and Photo Developing	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of deeds, easements, or other project related documents	Actual Cost
Fees for applications or permits	Actual Cost
Sub-consultants	Actual Cost

32nd & Central City Intersection EDA Project - *Exclusions and Assumptions*

A. Exclusions:

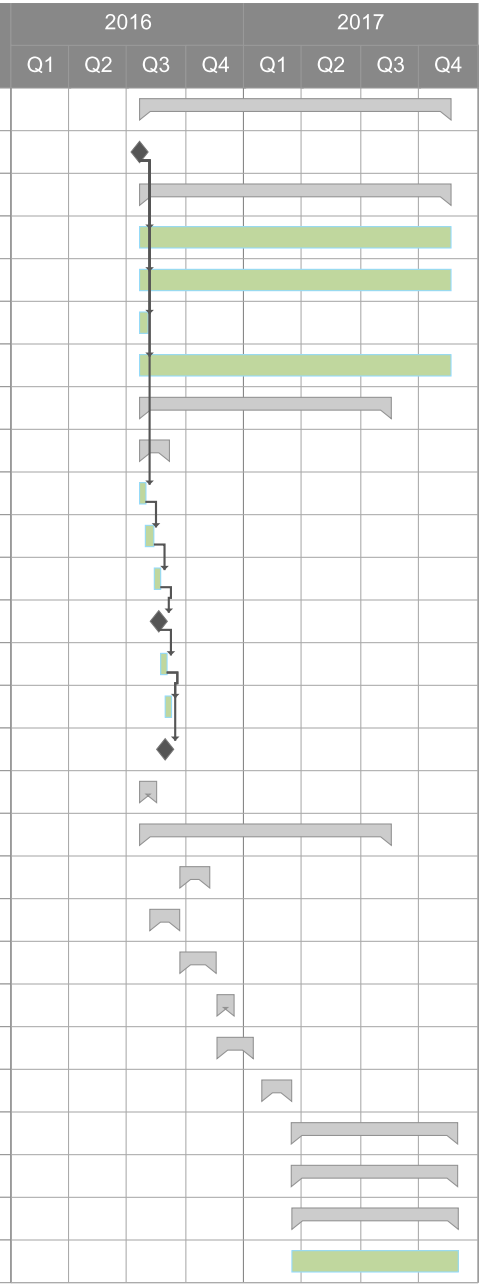
1. Waterline design is not included in this contract
2. A traffic noise study is not included in this contract.
3. Storm water detention and water quality design services are not included in the Contract.
4. Temporary or permanent traffic signal design is not included.
5. CLOMR or LOMRs are not included in the contract.
6. Mobile LIDAR is not included in the contract.
7. No additional geotechnical services will be provided with this project. The geotechnical work performed on the 32nd Street project will suffice for this project.

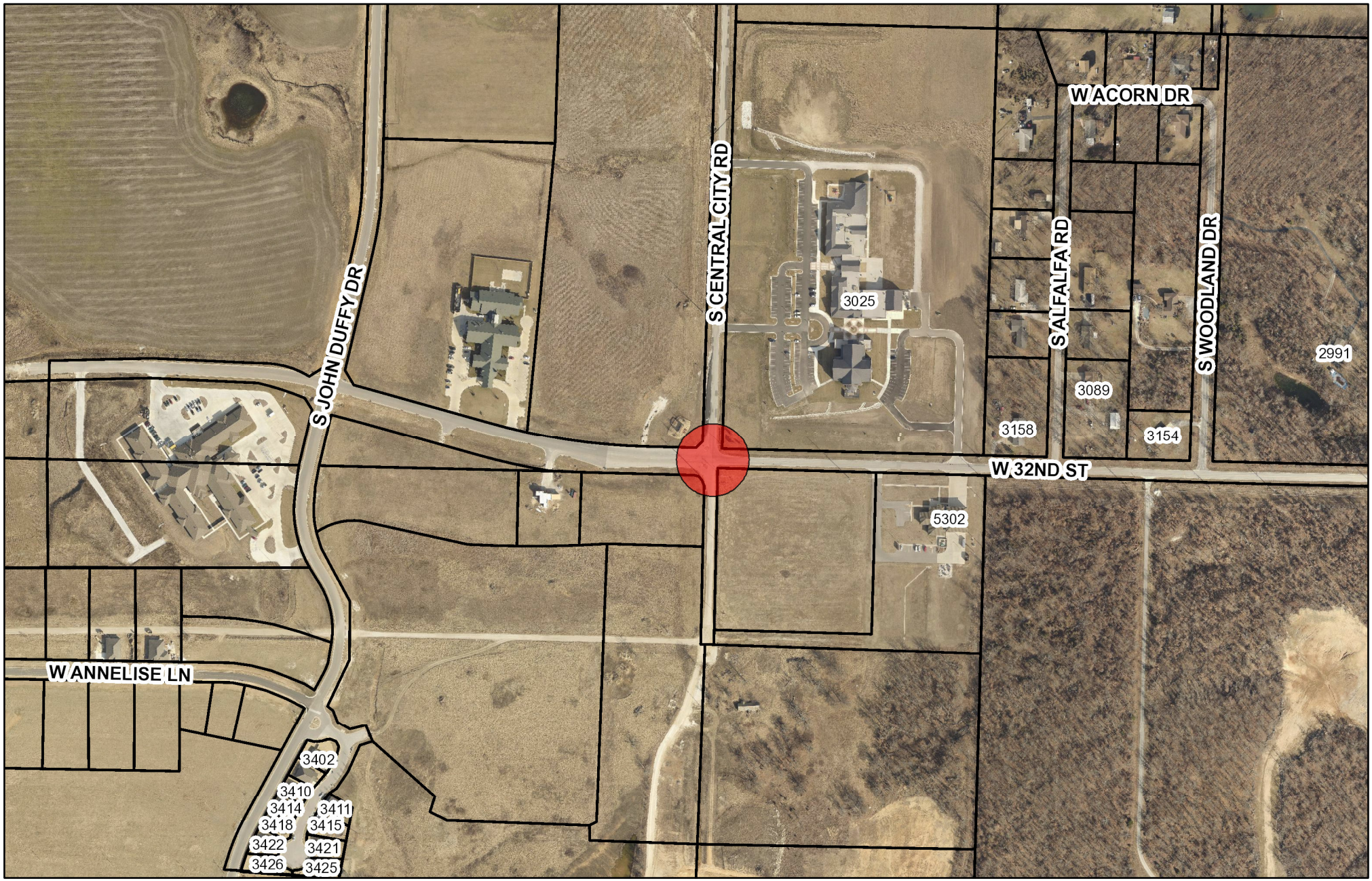
B. Assumptions:

1. Waterline relocation will be handled by Missouri American.
2. Plans and contractual documents assume 1 bid package and construction duration of 1 year. If project is constructed in multiple phases requiring a longer duration, a supplement will be required.
3. Mine remediation will consist of reviewing existing information. If mines are encountered, a supplemental agreement to this contract will be required.
4. Right of Way Revisions after approved Right of Way plans shall be considered additional services.
5. Revisions to any stage of plans shall be considered additional services after approval by owner.
6. As part of this agreement, the fee schedule provided is just an estimate anticipated for completion of this project per the Scope of Services. The time and materials not to exceed fee may be shifted between tasks as appropriate as long as the total contract amount is not exceeded.
7. Olsson Associates will make every attempt to minimize construction costs, but makes no guarantee regarding final construction costs due to the nature of construction and items out of Olsson's control.
8. Olsson Associates will make every attempt to meet the anticipated schedule, but items out of Olsson's control such as permitting and utility conflicts may impact overall schedule.
9. Labor and expenses for a noise study and associated modeling is not included in the cost estimate. If it is determined that a noise study/modeling must be completed, a separate cost estimate that includes field data collection, model development, and a final report will be developed and a supplemental agreement will be required.

32nd Street and Central City EDA Project

	Task Name
1	32nd Street Widening Design Phase
2	Notice to Proceed
3	Project Management
4	Overall Project Management
5	Internal Project Management
6	Design Memorandum
7	Monthly Progress Meetings (12 meetings)
8	Public Involvement / Communication Plan
13	Conceptual Phase
14	Prepare Layout
15	Prepare Cost Estimate
16	QA/QC
17	Submit Report to City
18	City Review Period
19	Address City Comments
20	Submit Final Report and Recommendation
21	Survey
30	Utility Coordination
35	Environmental/Historical Review
40	Preliminary Design Phase (30 percent plans)
57	Right of Way Plan Phase (60 percent plans)
73	Permits
77	Final Design Phase (100 percent plans)
103	Bidding Phase
109	32nd & Central City Construction Phase
110	Construction Administration
119	Construction Inspection
120	Construction Inspection





Date: 7/12/2016

1 " = 495 '

0 250 500 1,000 ft

N

Addresses

Jasper Parcels

Newton Parcels

Joplin Streets

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JULY 18, 2016

ITEM: COUNCIL BILL NO. 2016-453

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: PUBLIC HEALTH EMERGENCY PREPAREDNESS PROGRAM SERVICES CONTRACT; COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill authorizes a Program Services Contract Amendment between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin providing funding for Public Health Emergency Preparedness activities.

DISCUSSION:
This DHSS contract provides funding from the state for public health preparedness activities in Joplin. The contract continues partial funding of 1 Regional Response Planner to be based in the Joplin Health Department. This staff person provides emergency planning and response activities for Joplin and Jasper County health departments. The county health department provides funding to the city for these services that allows for full funding of this position.

Services provided generally include the exercise and update of public health emergency response plans for each department, facilitating staff training requirements for emergency preparedness as well as improvement of disease surveillance and reaction capabilities of each health jurisdiction.

This is year 3 of the original 3-year contract funding cycle. The period for this agreement amendment is July 1, 2016 through June 30, 2017 and the total anticipated reimbursement from this agreement for this agreement is $36,337. No local match is required for participation in this contract.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2016-453 ORDINANCE NO.

AN ORDINANCE authorizing a Program Services Contract Amendment, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for Thirty-Six Thousand, Three Hundred Thirty-Seven Dollars, no Cents, ($36,337.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

Section 1. That the Program Services Contract Amendment by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, a copy of said Agreement being attached hereto, be and the same is hereby, approved in the current form.

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

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for public health emergency preparation activities for residents of the city and immediate passage prevents delay of implementation of the contract.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 18th day of July, 2016, by a vote of

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking #	**Contract Title:**	
40213	PUBLIC HEALTH EMERGENCY PREPAREDNESS	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
7/1/2014	6/30/2017	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
AOC14380158		02

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)		
JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS		
321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE		
JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN)		DUNS NUMBER
*****0196		010649846
CONTRACTOR'S AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE		DATE

AMENDMENT #002 to Contract #AOC14380158

CONTRACT TITLE: Public Health Emergency Preparedness

CONTRACT PERIOD: July 1, 2016 – June 30, 2017

The Department desires to amend the referenced contract as follows:

1. Renew the contract for the period July 1, 2016 through June 30, 2017.

2. Delete the Scope of Work and all Attachments and Exhibits in their entirety and replace with the Scope of Work, Attachments A through F and Exhibit 1 which are attached hereto and incorporated by reference as if fully set forth herein.

All other terms, conditions, and provisions of the contract, shall remain the same and apply hereto.

PUBLIC HEALTH EMERGENCY PREPAREDNESS
FY17 SCOPE OF WORK

1. GENERAL

1.1 The contract amount shall not exceed $36,337.00 for the period of July 1, 2016 through June 30, 2017.

1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

1.3 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Public Health Emergency Preparedness
Program Contact: Haroun Kamara
Address: P.O. Box 570, Jefferson City, MO 65102-0570
Phone: 573-522-9152
Email: Haroun.Kamara@health.mo.gov

2. PURPOSE

2.1 To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

3. DEFINITIONS

3.1 Department of Health and Senior Services: Referred to herein as "Department."

3.2 The County Health Department/Local Public Health Agency: Referred to herein as "Contractor."

3.3 Director of Local Public Health Agency: Referred to herein as "Administrator."

3.4 PREP: The Partner Readiness Evaluation Program is a one day functional exercise that includes the completion of the Homeland Security Exercise Evaluation Program (HSEEP) After Action Report (AAR).

3.5 WebSurv: The WebSurv application is a centralized and integrated database that allows the Department of Health and Senior Services and local public health agency staff the ability to enter and/or update case report information. It is a web-based application that supports the accurate identification and timely statewide reporting of diseases, conditions, and outbreaks to enable public health workers at the local public health agencies and state to intervene in the disease investigation process.

3.6 Web Emergency Operations Center (WebEOC): An internet-based collaboration tool that creates a common operating picture, enabling emergency managers to make sound decisions quickly. WebEOC enables users to manage multiple incidents and daily events, assign and track missions and tasks, provide situation reports, manage resources and prepare incident command system (ICS) and incident action plan (IAP) reports.

3.7 Health Care Coalitions (HCC): A collaborative network of healthcare organizations and their respective public and private sector response partners. The HCC provide integration, coordination and organization for the purpose of regional healthcare Emergency Support Function #8 activities including preparedness, response, recovery, and mitigation activities involving the member organizations. The HCC will provide a regional healthcare multiagency coordination function to share incident specific healthcare situational awareness to assist with resource coordination during response and recovery activities. Partnerships should formalize their involvement through actions such as regular attendance at partnership meetings, develop by-laws and establish memorandums of understanding (MOUs) and mutual aid agreements (MAA) to share assets, personnel and information.

4. GENERAL DELIVERABLES

4.1 The Administrator, contract staff, and other employee(s) designated by the Administrator shall complete the Federal Emergency Management Agency (FEMA) Independent Study Program: IS-700 – Introduction to the National Incident Management System (NIMS), IS-800B – Introduction to the National Response Framework, IS-100 – Introduction to Incident Command System (ICS), and IS-200 – Basic Incident Command System. Public Health and Medical Services and the FEMA Classroom Study Program: ICS 300 – Intermediate Incident Command System, and ICS 400 – Advanced Incident Command System must be completed by command staff only. These courses must be completed within ten (10) months of the beginning contract date, if said person(s) have not already completed or within 10 months of hiring date.

4.2 The Contractor shall keep on file an updated listing of staff and their completion dates for all NIMS courses.

4.3 The Administrator shall provide twenty-four hours, seven days per week coverage for response to public health emergencies, and infectious diseases for Contractor's jurisdiction. This coverage requires the individual or their designee in charge to respond. The Contractor shall notify and provide the Emergency Response Center (ERC) with cellular phone, pager, or answering service number(s) within twenty-four hours of any change. This information shall be provided to the ERC by email at DRMS@health.mo.gov. The Contractor shall maintain a current 24/7 roster with all contact information for the persons responsible to fill the ICS public health command role in their local jurisdiction and shall notify the ERC within one week of changes made in command staff and contact information.

4.4 Within one week of contract staff changes, the Contractor shall notify the Department's Office of Emergency Coordination (OEC) of new employees' name, job function/title and contact information. The Contractor shall send this information by email to CERTGrantsContracts@health.mo.gov.

4.5 The Administrator or their designated employee is encouraged to attend semi-annual planning meetings.

4.6 The Contractor shall use and enter appropriate case information into the Department's WebSurv application site at https://webapp03.dhss.mo.gov/Login/Login.aspx?ReturnUrl=%2fwebmohsis%2fdefault.aspx.

4.7 The Contractor shall abide by the reporting requirements set forth in 19 CSR 20-20.020 (9). All local health authorities shall forward to the Department reports of all diseases or findings listed in sections (1)–(4) of this rule. All reports shall be forwarded according to procedures established by the Department director as listed in sections (1)–(4). Reports will be forwarded immediately if a terrorist event is suspected or confirmed. The local health authority shall retain from the original report any information necessary to carry out the required duties in 19 CSR 20-20.040(2) and (3). 19 CSR 20-20.020 may be found at: http://s1.sos.mo.gov/cmsimages/adrules/csr/previous/19csr/19csr0806/19c20-20.pdf

4.8 The Administrator or their designated employee is encouraged to attend quarterly epidemiology meetings and/or conference calls as organized by the Department's regional Senior Epidemiologist and/or Medical Epidemiologist.

4.9 The Contractor shall ensure that the person performing the epidemiology deliverables attends at least one epidemiology, or statistics, or communicable disease, or emergency response training/course during the contract year.

4.10 The Contractor is encouraged to conduct and/or participate in an annual emergency preparedness and response plan exercise that is either an individual jurisdiction or multi-county jurisdiction.

4.10.1 If an exercise has been conducted or participated in, within sixty (60) days after any locally sponsored exercise, an after-action report (AAR), using the Homeland Security Exercise and Evaluation Program (HSEEP) format, shall be submitted to semaexercise@sema.dps.mo.gov. The HSEEP AAR template and instructions can be accessed at http://clphs.health.mo.gov/OEC/index.php.

4.11 The Contractor shall designate a Health Alert Network (HAN) coordinator. This coordinator must have administration and distribution rights at the local level. When individuals request access to the HAN, the coordinator shall manage who will have security access to information distributed through the HAN based on public health roles, thus ensuring ongoing protection of critical data distributed through the HAN system.

4.12 The Contractor shall participate in necessary trainings as scheduled by OEC regarding the use of the new HAN system.

4.13 The Contractor shall ensure key local HAN contact information is transferred to the HAN system and is updated as changes occur.

4.14 The Contractor shall inform the state HAN Coordinator of any notifications initiated at the local level.

4.15 The Contractor shall participate in a one day Partner Readiness Evaluation Program (PREP) exercise once every four years.

4.15.1 AARs for all exercises must include provision of a formal exercise evaluation in accordance with HSEEP. The Contractor shall provide a status update of work toward improvement actions relating to HSEEP AARs for contract monitoring through the semi-annual reports as indicated in Section 6.1 below.

4.15.2 The Contractor shall be required to provide a status update from the AAR HSEEP Improvement Plan document for the PREP functional exercise, through the semi-annual reports as indicated in Section 6.1 below.

4.16 The Contractor shall collaborate with the Department on the prioritization and future implementation of the Centers for Disease Control and Prevention's (CDC's) Preparedness Capabilities and Performance Measures. The Contractor shall provide local input, participate in conference calls, and/or complete survey(s) as requested by the Department in order to assist with strategic planning, as explained in CDC's Public Health Preparedness Capabilities document. This document can be accessed at http://clphs.health.mo.gov/OEC/index.php.

4.17 By June 30, 2017, the Contractor shall complete the Tangible Personal Property Report and submit to OEC. This form needs to be completed for any one single item that has a value of $5,000 or more purchased within this contract period with Department preparedness funds. Items priced over $5,000 require prior approval before purchase can be made. If the Contractor has nothing to report, the Contractor shall indicate this on the form. This form can be accessed at http://clphs.health.mo.gov/OEC/index.php. Submit this form electronically to OEC at CERTGrantsContracts@health.mo.gov.

4.18 By June 30, 2017, the Contractor shall submit to OEC a comprehensive inventory list of items under $5,000 purchased within this contract period with Department preparedness funds, excluding consumable office supplies.

4.18.1 The Contractor must use the provided template to report this inventory to OEC or submit an inventory list already in place. It the Contractor has nothing to report, the Contractor shall indicate this on the template. The template can be accessed at http://clphs.health.mo.gov/OEC/index.php.

4.19 The Contractor shall participate in the regional healthcare coalition in their respective jurisdiction. See Attachment C for a map of Missouri's healthcare coalitions and a point of contact for each healthcare coalition. Attachment C is attached hereto and incorporated by reference as if fully set forth herein. Participation shall include, but not be limited to, attendance at healthcare coalition meetings and trainings, as well as participation in exercises with the healthcare coalition. The purpose of this participation is to increase collaboration, coordination and communication for public health and health/medical emergency planning, preparedness, response and recovery thus enhancing the ability to coordinate the Public Health and Medical Emergency Support Function (ESF#8) at the local and regional level.

4.20 By June 30, 2017 at least one staff member of the Contractor will have completed WebEOC training.

4.21 The Contractor shall ensure that the local public health emergency response plan(s) are integrated and consistent with the county or municipality emergency operation plan (specifically the health and medical annex).

4.21.1 The Contractor must review Attachment D, which is attached hereto and incorporated by reference as if fully set forth herein. If one or more of the following deliverables is marked by an "X" on Attachment D, the Contractor shall complete the marked deliverables during the contract period.

4.22 The State Emergency Management Agency (SEMA) will notify the Contractor within sixty (60) days of the PREP visit.

4.22.1 The Contractor shall provide lunch on the day of the table-top exercise to participants during the PREP visit. An additional $200 shall be included in the contract budget for this expense.

4.22.2 The Contractor shall submit an HSEEP compliant AAR for this exercise to OEC as is indicated in deliverable 4.10.1.

4.23 By June 30, 2017, the Contractor shall update the Non-Cities Readiness Initiative (CRI) Point of Dispensing (POD) Standards worksheet on WebEOC.

4.23.1 Information on the sheet should be derived from existing plans, resources, agreements and partnerships. When possible, population data to be served by the POD and throughput data will be based on exercises, drills and/or modeling software. When not available, estimates are acceptable.

5. WORK PLAN DELIVERABLES

5.1 The Contractor shall select at a minimum 3 capabilities out of the 15 available to complete during the contract period, completing all 15 capabilities within the project period ending June 2017.

5.1.1 All 15 capabilities work plan templates and CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning can be accessed at http://clphs.health.mo.gov/OEC/index.php. The Contractor shall use the work plan to report to OEC through the Semi-Annual Reports as indicated in Section 6.1 below.

5.2 By September 30, 2016, the Contractor shall submit to OEC a completed work plan for each new capability chosen.

5.3 By September 30, 2016, the Contractor shall submit their updated Local Public Health Emergency Plan or Guide with the plan updates highlighted or bolded.

5.4 The Contractor shall attend a one and a half day Public Health Emergency Preparedness Grant strategic planning session.

6. REPORTS

6.1 The Contractor shall submit Semi-Annual Reports of activities to OEC by January 15, 2017, and July 15, 2017. When a deliverable cannot be met within the time frame specified herein, documentation and/or an explanation shall be included. Failure to submit reports or perform deliverables in the time frame specified may cause a delay/hold in reimbursement requests. The semi-annual report template can be accessed at http://clphs.health.mo.gov/OEC/index.php.

6.2 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment E, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

7. BUDGET AND ALLOWABLE COSTS

7.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment F, which is attached hereto and is incorporated by reference as if fully set forth herein.

7.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

7.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.

7.4 The Department will reimburse the Contractor for transportation provided by personal vehicles (mileage) at either the current IRS rate for mileage reimbursement or the mileage reimbursement rate set by the Contractor's internal policy, whichever is lower.

7.5 The Contractor shall follow competitive procurement practices.

8. INVOICING AND PAYMENT

8.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

8.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx

8.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

8.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice.

8.3 The contractor shall be paid on a monthly basis for actual cost incurred. Invoices shall be due by the 15th day of the month following the month in which services were provided during the contract period.

8.4 All Public Health Emergency Preparedness invoices and reports shall be sent to:

Missouri Department of Health and Senior Services
Grants Coordination Unit
P.O. Box 570
Jefferson City, MO 65102-0570

Or email to:
CERTGrantsContracts@health.mo.gov

8.5 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

8.6 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.

8.7 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

8.8 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

8.9 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.

8.9.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

8.10 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://www.cfda.gov/?s=program&mode=list&tab=list.

9. AMENDMENTS

9.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

10. MONITORING

10.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

10.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

11. DOCUMENT RETENTION

11.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

11.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

11.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

11.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

11.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

12. CONFIDENTIALITY

12.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

12.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

13. LIABILITY

13.1 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13.2 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any

subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

14. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

14.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

14.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

14.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

14.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

14.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

15. AUTHORIZED PERSONNEL

15.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or

regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

15.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

15.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" (http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

15.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

15.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

15.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

15.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

15.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

16. TERMINATION

16.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effectively immediately upon providing written notification to the Contractor if:

16.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

16.1.2 A change in federal or state law relevant to this contract occurs; or

16.1.3 A material change of the parties to the contract occurs; or

16.1.4 By request of the Contractor.

16.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:

16.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

16.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

16.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

17. SUBCONTRACTING

17.1 Any subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the subcontracting arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

17.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor or subcontractor of any tier shall not be liable when such Contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and subcontractor affirmatively states that:

17.2.1 The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

17.2.2 The Contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

17.3 The Contractor shall be responsible for ensuring that any subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

17.4 The Contractor shall notify all subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

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

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations.

CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

CERTIFICATIONS AND SPECIAL PROVISIONS

6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) which prohibit discrimination on the basis of disabilities;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged,

demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at http://health.mo.gov/contractorresources/nga for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within six months of notification by the Department to return such funds.

SUBRECIPIENT SPECIAL CONDITIONS

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The

SUBRECIPIENT SPECIAL CONDITIONS

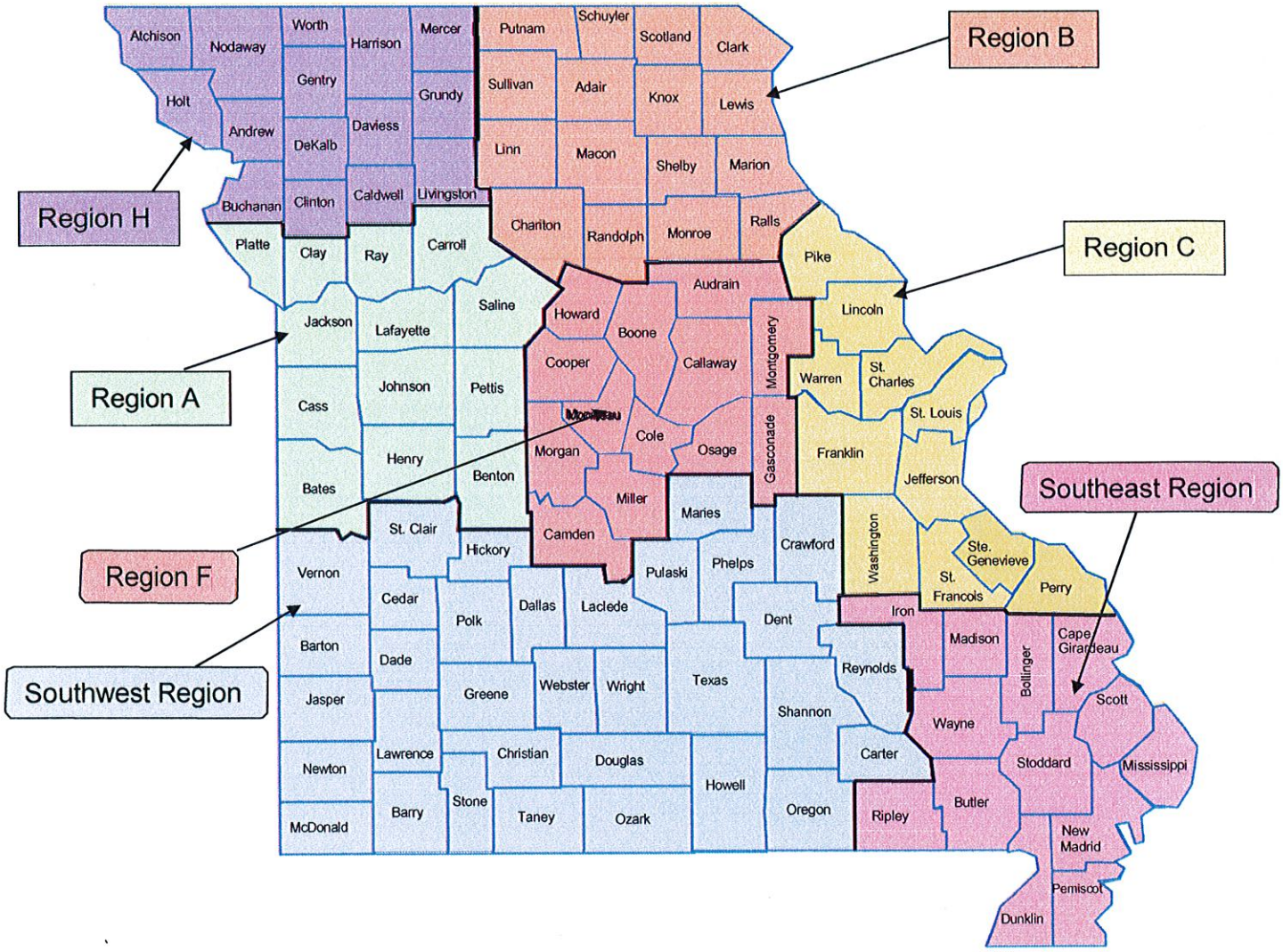
Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

1.12 Equipment

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

MISSOURI HEALTHCARE COALITIONS



Regional Healthcare Coalition Contacts

Region A	***Region B,F,H, Southeast & Southwest***	***Region C***
Ian Saxton, Mid-America Regional Council	Jackie Gatz, Missouri Hospital Association	John Whitaker, St. Louis Area Regional Response System
isaxton@marc.org	jgatz@mhanet.com	John.Whitaker@ewgateway.org
816-701-8396	573-893-3700	314-421-4220

ATTACHMENT D			
2016-2017 PUBLIC HEALTH EMERGENCY PREPAREDNESS			
Scope of Work Additional Deliverables			
"X" MEANS DELIVERABLE APPLIES AND MUST BE COMPLETED FOR THE CONTRACT PERIOD			
LPHA NAME	PREP Visit Deliverables Under Section 4.22	Non-CRI Deliverable 4.23	
Adair County Health Department		X	
Andrew County Health Department		X	
Atchison County Health Department		X	
Audrain City-County Health Unit		X	
Barry County Health Department	X	X	
Barton County Health Department	X	X	
Benton County Health Department		X	
Bollinger County Health Center		X	
Butler County Health Department		X	
Caldwell County Health Department			
Callaway County Health Department	X	X	
Camden County Health Department		X	
Cape Girardeau County Public Health Center		X	
Carroll County Health Department		X	
Carter County Health Department		X	
Cass County Health Department			
Cedar County Health Department	X	X	
Chariton County Health Center		X	
Christian County Health Department		X	
City of St Joseph Health Department		X	
St Louis City Department of Health & Hospitals			
Clark County Health Department		X	
Clay County Public Health Center			
Clinton County Health Department			
Cole County Health Department		X	
Columbia/Boone County Dept. of Health & Human Services		X	
Cooper County Public Health Department		X	
Crawford County Nursing Service	X	X	
Dade County Health Department		X	
Dallas County Health Department		X	
Daviess County Health Department		X	
Dent County Health Center		X	
Douglas County Health Department		X	
Dunklin County Health Department	X	X	
Franklin County Health Department			
Gasconade County Health Department		X	
Grundy County Health Department		X	
Harrison County Health Department	X	X	

LPHA NAME	PREP Visit Deliverables Under Section 4.22	Non-CRI Deliverable 4.23	
Henry County Health Center		X	
Hickory County Health Department	X	X	
Holt County Health Department	X	X	
Howard County Public Health Department	X	X	
Howell County Health Department	X	X	
Independence City Health Department			
Iron County Health Department	X	X	
Jackson County Health Department			
Jasper County Health Department		X	
Jefferson County Health Department			
Johnson County Health Department		X	
Joplin City Health Department		X	
Kansas City Health Department			
Knox County Health Department	X	X	
Laclede County Health Department		X	
Lafayette County Health Department			
Lawrence County Health Department		X	
Lewis County Health Department	X	X	
Lincoln County Health Department			
Linn County Health Department	X	X	
Livingston Coutny Health Center		X	
Macon County Health Department		X	
Madison County Health Department		X	
Marion County Health Department and Home Health Agency		X	
McDonald County Health Department		X	
Mercer County Health Department	X	X	
Miller County Health Department		X	
Mississippi County Health Department		X	
Moniteau County Health Center	X	X	
Monroe County Health Department	X	X	
Montgomery County Health Department	X	X	
Morgan County Health Center	X	X	
New Madrid County Health Department		X	
Newton County Health Department	X	X	
Nodaway County Health Center		X	
Oregon County Health Department		X	
Osage County Health Department	X	X	
Ozark County Health Center		X	
Pemiscot County Health Center		X	
Perry County Health Department	X	X	
Pettis County Health Center		X	
Phelps/Maries County Health Department		X	
Pike County Health Department Home Care & Hospice		X	

LPHA NAME	PREP Visit Deliverables Under Section 4.22	Non-CRI Deliverable 4.23	
Platte County Health Department			
Polk County Health Department		X	
Pulaski County Health Department		X	
Putnam County Health Department	X	X	
Ralls County Health Department		X	
Randolph County Health Department		X	
Ray County Health Department			
Reynolds County Health Center		X	
Ripley County Public Health Center	X	X	
Saline County Health Department	X	X	
Schuyler County Health Department		X	
Scotland County Health Department		X	
Scott County Health Department		X	
Shannon County Health Center	X	X	
Shelby County Health Department		X	
Springfield-Greene County Health Department		X	
St Charles County Dept. of Community Health & Environment			
St Clair County Health Center	X	X	
St Francois County Health Center		X	
St Louis County Department of Health			
Ste Genevieve County Health Department		X	
Stoddard County Public Health Center		X	
Stone County Health Department		X	
Sullivan County Health Department		X	
Taney County Health Department		X	
Texas County Health Department		X	
Tri-County Health Department		X	
Vernon County Health Department		X	
Warren County Health Department			
Washington County Health Department			
Wayne County Health Center		X	
Webster County Health Unit		X	
Wright County Health Department		X	

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY) From:	To:	4. Contractor Identifying Number (optional)
5. DUNS Number	6. EIN	7. Report Type	
		☐ Annual	☐ Final

8. Transactions	
Contract Expenditures:	
8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00
Match Requirements:	
8d. Total match required:	
8e. Total match expenditures:	
8f. Remaining match to be provided (line d minus e):	$0.00

9. Remarks: Attach any explanations deemed necessary.

10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	11b. Telephone (Including Area Code)	11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor		11e. Date Report Submitted

MO 580-3091 (12-14)

ATTACHMENT F

Joplin City Health Department

Public Health Emergency Preparedness Budget Template

Category	Budget	Automatic adjustment for costs allowed for Indirect Calculation (for calculation purposes only)
Personnel Services	26,274.00	26,274.00
Fringe Benefits	9,563.00	9,563.00
Travel	300.00	300.00
Equipment (see definition below)	0.00	0.00
Supplies	0.00	0.00
Other	200.00	200.00
Contractual		
Subcontractor #1	0.00	0.00
Subcontractor #2	0.00	0.00
Subcontractor #3	0.00	0.00
Subcontractor #4	0.00	0.00
Subcontractor #5	0.00	0.00
Total Direct Costs	36,337.00	
Indirect Cost	0.00	
TOTAL CONTRACT	**36,337.00**	

Allowed cost for the calculation of Indirect Costs:	36,337.00
If your organization does not have an approved federally negotiated Indirect Cost Rate, enter rate you are requesting.	0.00%
Does your organization have an approved federally negotiated Indirect Cost Rate? (Enter Yes)	
Provide in the space below a summary of how you calculated your Indirect Costs in accordance with your federally negotiated rate. Attach a copy of your approved Indirect Cost Rate agreement.	

Equipment: Any single item purchased with a useful life greater than one year with a purchase cost of $5,000 or more.

ATTACHMENT F

Joplin City Health Department

Public Health Emergency Preparedness Budget Template

Budget Narrative/Justification

Personnel Services

Mac McKeough Regional Planner (Joplin/Jasper County), Jillian Pollard Epi. Spec. (Joplin/Jasper County).

Fringe Benefits

Various Fringe including health insurance, workers comp, FICA, retirement, life insurance, dental, deferred comp.

Travel

Includes $150 for misc. travel @ .51/mi for staff. Includes $150 for conf./seminar cost for staff.

Equipment

Supplies

Other

Dues for memberships for IAEM, MEPA for emergency planner.

Contractual

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Public Health Emergency Preparedness (Contract Title) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Company Name (if applicable) Date

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

_____	_____
Signature of Notary	*Date*

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	40213	**State:** 0%	$0.00	**Federal:** 100%	$114,733.00
Contract Title:	PUBLIC HEALTH EMERGENCY PREPAREDNESS				
Contract Start:	7/1/2014	**Contract End:** 6/30/2017	**Amend#:** 02	**Contract #:**	AOC14380158
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA: 93.069 **Research and Development:** N

CFDA Name: PUBLIC HEALTH EMERGENCY PREPAREDNESS

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

Federal Award: 5U90TP000531-03

Federal Award Name: TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS

Federal Award Year: 2014 **DHSS #:** 14CRI-S **Federal Obligation:** $39,198.00

CFDA: 93.069 **Research and Development:** N

CFDA Name: PUBLIC HEALTH EMERGENCY PREPAREDNESS

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

Federal Award: 5U90TP000531-04

Federal Award Name: TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS

Federal Award Year: 2015 **DHSS #:** TP000531-04Z **Federal Obligation:** $39,198.00

CFDA: 93.074 **Research and Development:** N

CFDA Name: HOSPITAL PREPAREDNESS PROGRAM (HPP) AND PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) ALIGNED COOPERATIVE AGREEMENTS

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

Federal Award: *

Federal Award Name: *

Federal Award Year: 2016 **DHSS #:** CDC-RFA-TP12-120105C **Federal Obligation:** $36,337.00

*** The Department will provide this information when it becomes available.**

Project Description:

To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

COUNCIL BILL NO. 2016-608 ORDINANCE NO.

AN ORDINANCE approving a Contract for Technical Support by and between the City of Joplin, Missouri and Motorola, Inc., dealing generally with the provision of customer support, maintenance, and technical support for the City's Motorola Digital Radio System for the annual amount of Seventy-Nine Thousand, Six Hundred Thirty-Six Dollars and Eighty cents ($79,636.80); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, The City of Joplin's city-wide Motorola radio system's factory warranty, covering the infrastructure, will end May 31, 2017;

WHEREAS, This agreement continues the system maintenance of infrastructure components provided by Motorola;

WHEREAS, This agreement provides Motorola customer support, maintenance, and technical support monitoring of all components of the infrastructure.

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

Section 1. That the Contract for Technical Support by and between the City of Joplin and Motorola, Inc., in a total amount of Seventy-Nine Thousand, Six Hundred Thirty-Six Dollars and Eighty cents ($79,636.80), providing for the system maintenance of infrastructure components provided by Motorola, a true and accurate copy of the same being attached hereto as in Exhibit, be and the same is, hereby approved.

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

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a continuation of a maintenance agreement for equipment service that ended on June 1, 2016, and as such, is considered an emergency and shall take effect immediately upon passage. Further, this Ordinance is an emergency within the meaning of Section 2.12 (4) in that this was an item approved in the existing budget and is a general appropriation of city funds.

Council Bill No. 2016-608 (Continued)

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a vote of _____.

_____

Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Emergency Communications Budget, Account No. 520-8503-510-5265, to pay the contract amount.

_____

Leslie Haase, Director of Finance

MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001011659
Contract Modifier: RN09-DEC-15 22:50:28

Date: 06/28/2016

Company Name:	Joplin, City Of
Attn:	
Billing Address:	303 E 3rd St
City, State, Zip:	Joplin,MO,64801
Customer Contact:	Rex Capen
Phone:	(417)623-3131 Ext.321

Required P.O.:	No
Customer # :	1000708183
Bill to Tag # :	0001
Contract Start Date:	06/01/2016
Contract End Date:	05/31/2017
Anniversary Day:	May 31st
Payment Cycle:	MONTHLY
PO # :	

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	$998.31	$11,979.72
1	SVC150AD	ASTRO25 MASTER SITE		
1	SVC151AD	ASTRO25 PRIME/CO-LOCATED		
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	$2,903.32	$34,839.84
1	SVC051AD	ASTRO25 MASTER SITE		
1	SVC053AD	ASTRO25 PRIME/CO-LOC W/O SWITCH		
1	SVC055AD	ASTRO25 REMOTE SITE		
1	SVC060AD	ASTRO25 DISPATCH SITE		
10	SVC061AD	ASTRO25 STATIONS		
5	SVC062AD	ASTRO25 OPERATOR POSITIONS		
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	$1,492.90	$17,914.80
1	SVC032AD	ASTRO25 MASTER SITE		
1	SVC033AD	ASTRO25 PRIME/CO-LOCATED		
1	SVC035AD	ASTRO25 REMOTE SITE		
1	SVC040AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	$650.19	$7,802.28
1	SVC129AD	ASTRO25 MASTER SITE		
1	SVC130AD	ASTRO25 PRIME/CO-LOCATED		
1	SVC132AD	ASTRO25 REMOTE SITE		
1	SVC137AD	ASTRO25 DISPATCH SITE		
	SVC02SVC0001C	SP - MICROWAVE SERVICES	$591.68	$7,100.16
1		NETWORK(S)		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	$6,636.40	$79,636.80
Subtotal - One-Time Event Services	$ .00	$ .00
Total	$6,636.40	$79,636.80
Taxes	-	-
Grand Total	$6,636.40	$79,636.80

	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		
	Subcontractor(s)	**City**	**State**
	MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
	MOTOROLA - T9 SYSTEM MGR NON IL (CE546)	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

James Chambers 573-308-2240

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Joplin, City Of
Contract Number: S00001011659
Contract Modifier: RN09-DEC-15 22:50:28
Contract Start Date: 06/01/2016
Contract End Date: 05/31/2017

Service Terms and Conditions

Motorola Solutions Inc.("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola' s then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that partys reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: July 18, 2016
ITEM: Council Bill No. 2016-608; Technical Support between the City of Joplin and Motorola

ORIGINATING DEPARTMENT: Joplin Police Department
ATTACHMENTS: Council Bill No. 2016-608; copy of Contract

DEPARTMENT HEAD:	Matthew Stewart	**DATE:**
CITY MANAGER:	Samuel L. Anselm	**DATE:**
CITY ATTORNEY:	Peter C. Edwards	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**

INTRODUCTION:

This Council Bill approves a contract between the City of Joplin, Missouri and Motorola providing continuing system maintenance of infrastructure components provided by Motorola.

SUMMARY/DISCUSSION:

The City of Joplin's city-wide Motorola radio system's factory warranty, covering the infrastructure, is due for renewal. This agreement continues the system maintenance of infrastructure components provided by Motorola. The Motorola Digital Radio System is a complex system of routers, servers, combiners, microwave systems, etc., and requires monitored maintenance of the system infrastructure and an immediate customer service response should the system and/or system components fail. This agreement provides Motorola customer support, maintenance, and technical support monitoring of all components of the infrastructure. The agreement is for a one year period ending May 31, 2017. There is a forty-eight thousand dollar ($48,000) decrease this year.

RECOMMENDATION:

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

MS/ts
attachment

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 18, 2016

Item: Council Bill No. 2016-365
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments:
1) Attachment A - CDBG Agreement
2) Company Information
2) Council Bill No 2016-365

Director of Planning, Dev, and NS: Troy Bolander
City Attorney: Peter Edwards
City Manager: Sam Anselm
Finance Director: Leslie Haase

INTRODUCTION:
The following agreement permits the City of Joplin to provide a financial incentive package to HS Baking, LLC for the creation of jobs in the City of Joplin.

DISCUSSION:
H&S Baking is a Midwest-based contract baker that makes soft-bake cookies for food service applications. The firm plans to acquire the facility located at 13th & Junge previously occupied by Annie's/General Mills. HS Baking has been working with General Mills and the local and state economic teams and will make a significant investment in purchasing the facility and equipment to produce the soft-bake cookies. The company plans to utilize the existing machinery in the facility to produce a cracker type product in the future.

Community Development Block Grant (CDBG) Forgivable Loan: Fifty-thousand dollars ($50,000) forgivable CDBG loan will be provided over a two-year period. The loan will be forgiven if HS Baking Enterprises meets the conditions of the agreement including the creation of at least 50 new jobs and 51% (26) of the jobs include low-to-moderate income hires. If HS Baking Enterprises fails to create the required jobs or fails to meet their obligations in the contract, they will be required to payback the full amount of the loan and property purchased with CDBG assistance becomes property of the City of Joplin. Eligible uses of the loan include equipment/computer purchases and new employee training.

RECOMMENDATION:
Staff believes the agreement contains the necessary financial assistance to help HS Baking Enterprises create additional jobs in Joplin

COUNCIL BILL NO. 2016-365 ORDINANCE NO.

AN ORDINANCE approving an Agreement by and between the City of Joplin, Missouri, and HS Baking Enterprises, LLC; and, authorizing the City Manager or his designee, the Director of Planning, Development, and Neighborhood Services to execute the same by and on behalf of the City of Joplin, Missouri.

WHEREAS, HS Baking Enterprises, LLC, wishes to create approximately fifty (50) jobs in the City of Joplin; and,

WHEREAS, the jobs to be created are in the contract baking industry; and,

WHEREAS, the City, in cooperation with its economic development partners has offered incentives in the amount of fifty-thousand dollars ($50,000) in forgivable loans; and,

WHEREAS, the Council finds that creating such jobs in the City is desirable and assists in the continued growth of the City; and,

WHEREAS, the Council wishes to provide such incentives to HS Baking Enterprises, LLC

NOW THEREFORE 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, Missouri and HS Baking Enterprises, LLC, a true and accurate copy of the same being attached hereto and incorporated herein as Attachment "A" be, and the same is, hereby approved.

Section 2. That the City Manager or his designee, the Director of Planning, Development, and Neighborhood Services, is hereby authorized and directed to execute said Agreement, or Agreement in substantially similar form, for and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016.

_____
Michael Siebert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

ATTACHMENT A

RECIPIENT AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____, 2016, by and between:

"HS Baking Enterprises, LLC."

hereinafter referred to as "Recipient", and the City of Joplin, Missouri, a Municipal Corporation, hereinafter referred to as "City", is as follows:

WHEREAS, the City desires to make certain Community Development Block Grant (CDBG) funds; and

WHEREAS, in exchange for said funds, Recipient agrees to comply with agreement requirements and certain documentation requirements of City as described herein.

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

1. Statement of Work. Subject to this agreement, the two parties will cooperate in the creation of 50 new full-time jobs, within two years from the start of the contract, at least fifty-one percent (51%) of which shall be filled by low-moderate income persons. By the end of the second year of operation after the date of this agreement, the Recipient must maintain the aforementioned level of job creation for two (2) additional years. The positions will pay wages averaging thirty-three thousand dollars ($33,000.00) per year, plus benefits. A list of these proposed jobs can be found listed by job title in Proposed Job Creation Titles marked Exhibit D. Documentation of persons shall be recorded on the Community Development Block Grant Program Eligibility Form marked Exhibit "C" attached hereto and incorporated herein. If the Recipient fails to comply with these requirements, the Recipient shall make a CDBG refund payment to the City equal to the grant amount according to the terms described in section 3.

2. Schedule. The Recipient program start date shall be August 2016, and the completion date shall be August 2018. These funds will not be available to the Recipient from the Community Development Block Grant Program after the completion date.

3. Budget. The City agrees to furnish not more than Fifty-Thousand Dollars ($50,000.00) or ($1,000 per job created) in CDBG funds to the Recipient, whichever is higher. Said funds shall be in the form of a forgivable loan. Provided the company complies with the applicable provisions and conditions of this agreement, the loan shall be forgiven after five years from the date of the contract signing. All items purchased with Community Development Block Grant funds shall become the property of the City if the Recipient ceases operation or fails to comply with the applicable provisions and conditions of this agreement. The use of the Community Development Block Grant funds provided shall be restricted to the following activities unless otherwise approved by the City's Planning & Community Development Director:

a. equipment/ computer costs;
b. furnishings/ furniture;

c. new employee training; and
d. real property acquisition costs.

CDBG funds may not be reimbursed for project expenses incurred prior to the signing of this agreement.

4. Environmental Review. Once adequate information to determine the full scope of the project is received by the City from the company, the City will commence a Tier I Environmental Review of the project. The company may not be reimbursed for eligible project expenses prior to the City's receipt of an "Authority to Use Grant Funds" form from HUD. The company agrees to meet any and all potential conditions required by the City in order to fully complete the Environmental Review.

5. Cessation of Operations and Reversion of Assets. If for any reason the company ceases operation at the project site prior to the completion date, the company shall make a CDBG refund payment to the City equal to any outstanding grant amount, plus 3% interest and/or return all items purchased with CDBG funds to the City. In the event the Recipient does not establish sufficient jobs at the end of the program period, then a pro-rata amount of the principal, and all accrued interest shall be payable.

6. Payments. Recipient shall provide itemized statements and such other supporting documentation as requested by City to support requests for payments.

7. Program Income. Any program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract shall be returned to the City.

8. Maintenance of Records. Recipient agrees to maintain and make available for inspection by City, upon reasonable notice, the following records of the project:

a. Recipient shall submit reports of direct benefit to Low/Moderate-Income Households/Persons and minority program participation semi-annually for a total of two (2) years.

b. Recipient shall establish and maintain sufficient records as required by 24 CFR 570.506. Such records shall be made available upon request by the Planning & Community Development Manager or his designee.

c. Recipient shall establish and maintain sufficient records for the following: (1) Listing by job title of the jobs created; (2) Listing by job title of the jobs filled; (3) The name and income status of the person who filled each position; and (4) The full-time equivalency status of the jobs. Such records shall be made available upon request by the Planning & Community Development Manager or his designee.

d. Recipient shall maintain asset management requirements as established in 24 CFR Subtitle A Section 85.32 (d). This will include providing information about assets and access for periodic monitoring by the Community Development office.

9. Uniform Administrative Requirements. Recipient shall comply with all relevant administrative

requirements as set forth in 24 CFR 570.502. In addition, Recipient shall comply with all rules, regulations, laws, and such other matters as set forth on the Statement of Assurances marked Exhibit "A" attached hereto and incorporated herein.

10. Indemnification. Recipient hereby agrees that it will indemnify and save harmless City against any expenditures determined to be ineligible by the United States Department of Housing and Urban Development. In addition, the Recipient, its agents and its employees shall hold City harmless from all claims, damages, assessments, costs and liabilities, arising in any way from the relationship created herein. Recipient shall indemnify and hold City harmless from any and all claims of injury to person or property suffered or allegedly caused due to the relationship created by this Agreement.

11. Modification - Interpretation. The terms, conditions, and provisions of this Contract can neither be modified nor eliminated except by mutual agreement between the City and Recipient and approved by an ordinance or ordinances duly adopted by the Council.

12. Termination. This Agreement terminates after Five (5) years have expired from its date of commencement. Termination of this Agreement may occur prior to the completion of this Agreement in the following manner:

a. Upon mutual agreement, either party may at any time, with or without cause, upon twenty (20) days' written notice terminate this contract; or

b. Upon mutual agreement, when Recipient has demonstrated compliance with all requirements of City, and United States Department of Housing and Urban Development, for such period of time that further monitoring of Recipient's compliance is not required.

14 Reversion of Assets. The City will take a security interest in all equipment that is purchased with the loan proceeds and HS Baking LLC will execute a security agreement as a part of the loan documents. Recipient shall grant a security interest in collateral purchased with the Economic Development Revolving Loan Funds which shall be subject to seizure and sale in the event Recipient ceases operations within the program period, or otherwise is in default under this agreement. In the event Recipient does not establish sufficient jobs at the end of the program period, then a pro-rata amount of the principal, and all accrued interest shall be payable.

14. Retention of Records . The Sub recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

15. Federal Work Authorization Program "FWAP". Recipient represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents 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. Recipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Recipient agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Recipient 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 the Recipient, 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. Recipient agrees to hold harmless and indemnify the City for any liability due to Recipient's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. (See Exhibit B; attached hereto and incorporated herein)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

HS Baking Enterprises, LLC
an Indiana Company

_____
Phil Hockemeyer
President/ CEO

ATTEST:

_____
Name: _____
Title: _____

CITY OF JOPLIN, MISSOURI
a Municipal Corporation

_____
Troy Bolander,
Planning & Community Development Director

ATTEST:

_____
Barbara Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter Edwards, City Attorney

EXHIBIT A
Statement of Assurances

HS Baking Enterprises, LLC. hereby assures and certifies that:

(a) It possesses legal authority to apply for the grant, and to execute the proposed program.

(b) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicants' chief executive officer to act in connection with the application and to provide such additional information as may be required.

(c) The Community Development Block Grant Program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight; the projected use of funds may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency as specifically explained in the application.

(d) It will comply with the regulations, policies, guidelines and requirement OMB Circulars Number A-110 and A-122, revised, and A-133 (audit required if the recipient receives $500,000 in federal funds), as they relate to the application, acceptance, and use of Federal funds under this document.

(e) It will comply with:
(1) Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 470d, 605, and Federal regulations regarding the administration and enforcement of labor standards;
(2) The provisions of the Davis-Bacon Act (46 U.S.C.S. 2786a) with respect to the prevailing wage rates (except where exempted under law);
(3) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-332 requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of eight in a calendar day or forty in a work-week, whichever is greater; and
(4) Federal Fair Labor Standards Act, 29 U.S.C.S. 201 et. seq., requiring that covered employees be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.

(f) It will comply with all requirements imposed by the Federal concerning special requirements of law, program requirements, and other administrative requirements. It will comply with:

(g) (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, religion, sex, handicap, familial status, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale of rental of housing, the financing of housing, and the provision of brokerage services;
(3) E.O. 12259, Leadership and Coordinator of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;
(4) Section 109 of the Housing and Community Development Act of 1974 (ACT) as amended, and the regulations issued pursuant thereto (24 CFR 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin, 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 provided under the act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1974 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program activity.
(5) Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal Assistance;
(6) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60); which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts shall take affirmative termination, rates of pay or other forms of compensation and selection for training and apprenticeship; and
(7) Polices required by the State to affirmatively further fair housing.

(h) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring within the unit of local government in which the project is located; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government.

(i) It will:
(1) To the greatest extent practicable under State law, comply with Section 301 and 302 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and will comply with Section 303 and 304 of Title III, and HUD implementing instructions at 24 CFR Part 42; and
(2) Inform affected persons of their rights and of the acquisition policies and procedures set forth the regulations at 24 CFR Part 42 and 24 CFR 570.602(b).

(j) It will abide by the terms and conditions of the Department of Economic Development's Conflict of Interest Program Policy as adopted March 1, 1987, and any additions thereto, for all activities paid for or assisted by Block Grant funds.

(k) It will comply with the Anti-kickback (Copeland) Act of 1934, 18 U.S.C.S. 874 and 40 U.S.C.S. 276a, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

(l) It will comply with the provisions of the Hatch Act which limits the political activity of employees.

(m) It will give the City, HUD and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant.

(n) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

(o) It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 903-234, 87 Stat. 975, approved December 31, 1973, Section 102(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase (Federal financial assistance) includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

(p) It will, in connection with its performance of environmental assessments under the National Historical Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Preservation Act of 1968 (16 U.S.C. 469-1, et. seq.) by:

(1) Consulting with the State Historical Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(q) It will comply with:

(1) The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
(2) Executive Order 11988, Floodplain Management;
(3) Executive Order 11990, Protection of Wetlands;
(4) The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
(5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
(6) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
(7) The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
(8) Section 401 (f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C.S. 4831 (b));
(9) The Clean Air Act of 1970, as amended (42 U.S.C.S. 7401 et. seq.);
(10) The Federal Water Pollution Control Act of 1972, as amended, 33 U.S.C.S. 1251 et. seq.);
(11) The Clean Water Act of 1977 (Public Law 95-217); and
(12) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

(r) It will comply with all parts of Title 1 of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

(s) It will minimize displacement of persons as a result of activities assisted with such amounts.

(t) It will not attempt to recover any capital costs of public improvements assisted in whole or part under section 106 or with amounts resulting from a guarantee under section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under section 106 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low or moderate income who are not persons of very low income, the grantee certified to the Secretary or such State, as the case may be, that it lacks sufficient funds received under section 106 to comply with the requirements of clause (i).

(u) Any activities conducted with amounts received by a unit of general local government under this subsection shall be subject to the applicable provisions of this title and other Federal law in the same manner and to the same extent as activities conducted with amounts received by a unit of general local government under subsection 9a).

(v) A monthly (unless another time period is specified) report is required. This report must contain the results of the program including financial and beneficiary data. This report is due the 10th of each following month during the grant award period.

The City may also require additional information in addition to the HUD program benefit requirements.

EXHIBIT B

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:

_____

EXHIBIT C

CDBG Program- Job Creation Project
CDBG Reporting Certification Form
(To Be Completed By Participant)

INSTRUCTIONS: The organization has participated in a federal program that requires to meet certain standards. Completion of this form is voluntary and this information will be kept confidential, with access only to the grantee, administrating staff of the City of Joplin, and officials of Housing and Urban Development.

1. **FAMILY SIZE: _____ person(s)**
   Family Size: give the number of persons in your family living with you in your household including husband, wife, and all dependents, as defined by the Internal Revenue Service (IRS) for income tax purposes.
2. **FAMILY INCOME: $_____.00***
   Family Income: give the total annual income from all family members, as determined on today's date; in IRS terms, this would be adjusted gross income.
   ***Support documentation is needed for this item (i.e. tax form showing annual income)**

3. **ELDERLY: _____ person(s)**
   Elderly: how many persons in your family are 62 years of age and over?

4. **HANDICAPPED: _____ person(s)**
   Handicapped: how many persons in your family have a physical or mental impairment that substantially limits one or more of the individual's major life activities.

5. **ETHNICITY (Check one box only):** ☐ Hispanic or Latino ☐ Not Hispanic or Latino

6. **HEAD OF HOUSEHOLD:** Male ☐ Female ☐

7. **RACIAL DESIGNATION**: (select one or more) for each household, enter the number by race.

☐ **White.** A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.

☐ **Black/African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."

☐ **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.

☐ **American Indian/Alaskan Native.** A person having origins in any of the original peoples of *North and South America (including Central America), and who maintains affiliation or* community attachment.

☐ **Native Hawaiian/Other Pacific Islander.** A person having origins in any of the original people of Hawaii, Guam, Samoa or other Pacific Islands.

☐ **American Indian/Alaskan Native & White.** A person having these multiple race heritages as defined above.

☐ **Asian & White.** A person having these multiple race heritages as defined above.
Black/African American & White. A person having these multiple race heritages as defined above.

☐ **American Indian/Alaskan Native & Black/African American**. A person having these multiple race heritages as defined above.

☐ **Other Multi-Racial.** For reporting individual responses that are not included in any of the other categories listed above

Prior Employment Status: ☐ Unemployed ☐ Employed

New Job Category:

☐	Officials and Managers	☐	Professional
☐	Technicians	☐	Sales
☐	Office and Clerical	☐	Craft Workers (skilled)
☐	Operatives (semi-skilled)	☐	Laborers (unskilled)
☐	Service Workers		

Insurance: Does your employer provide health care benefits? ☐ Yes ☐ No

CERTIFICATION:

"To the best of my knowledge, the above information is true and can be verified if requested by proper officials of the Grantee, City of Joplin and The U.S. Department of Housing and Urban Development."

_____ _____
Print Name Date

_____
Sign Name

If you need assistance completing this form, please check with the Grantee for assistance.

For Grantee Use Only

Name of Grantee: _____

EXHIBIT D

Proposed Job Creation Titles

Quality Control (2)
Maintenance Manager
Maintenance Mechanic (2)
Sanitation Lead
Sanitation Workers (2)
Warehouse Manager
Material Handler (2)
Purchasing Manager
Plant Accountant/ Office Manager
Office/ Warehouse Clerk
Shift Supervisor (2)
Dough Mixer (8)
Oven Operator (4)
Dough Machine Operator (4)
Packaging Operator Lead (4)
Packaging Assistant (16)
Complete Production Assistant (8)

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: July 5, 2016

ITEM: Council Bill No. 2016-009 approving and authorizing payment of the jury award in the condemnation matter of City of Joplin v. Randal & Shelly Kraft.

ORIGINATING DEPARTMENT: Legal Department.
ATTACHMENTS: Council Bill No. 2016-009; Exhibit "A" (jury verdict form)

DEPARTMENT HEAD:	Peter C. Edwards	**DATE:**
CITY MANAGER:	Sam Anselm	**DATE:**
PUBLIC WORKS:	Nick Heatherly	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**

INTRODUCTION:

This Council Bill approves and authorizes payment of the jury award for the City's acquisition of property located generally at 20th & Wisconsin in Joplin, owned by Randal and Shelly Kraft.

DISCUSSION:

Randal and Shelly Kraft appealed the Commissioners' Award of One Hundred Twenty-Seven Thousand Dollars ($127,000.00) that was determined in 2014. The subsequent jury trial has resulted in an award to the property owners of an additional Ninety-Six Thousand, Six Hundred Eighty-Seven Dollars, Fifty Cents ($96,687.50), plus the accrued interest, which is approximately Twelve Thousand, Three Hundred Forty-Nine Dollars, Fifty-One Cents ($12,349.51). We recommend payment of these amounts into the Court to conclude the case and advise that an appeal is not warranted.

RECOMMENDATION:

Staff recommends this Council Bill be adopted on an emergency basis.

PCE:ab
attachments

COUNCIL BILL NO. 2016-009 ORDINANCE NO.

AN ORDINANCE approving and authorizing payment into the Circuit Court of Jasper County, Missouri, the amount of the jury award in the case styled City of Joplin v. Randal and Shelly Kraft, Case No. 14AO-CC00088, from the Capital Improvement Sales Tax Fund, Account No. 145-4565-520-8105, Project No. TG-0522, to satisfy the jury award in the case related to the acquisition of property generally located at 20th Street & Wisconsin, for the 20th Street Overpass Project, in Joplin, Jasper County, Missouri; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri, commenced a condemnation action for the acquisition of certain real property for public use necessary for the 20th Street Overpass Project which extends from Indiana east to New Hampshire Avenue on 20th Street in the City of Joplin; and,

WHEREAS, on April 29, 2014, the Report of Commissioners was filed, setting the amount of compensation for the interest to be acquired from Randal and Shelly Kraft in the total amount of One Hundred Twenty-Seven Thousand Dollars ($127,000.00) which amount was paid into the Circuit Clerk's Office on May 12, 2014; and,

WHEREAS, the property owners, Randal and Shelly Kraft, requested that a jury determine their damages; and

WHEREAS, on June 22, 2016, in a case styled City of Joplin, Missouri v. Randal and Shelly Kraft, Case No. 14AO-CC00088, filed in the Circuit Court of Jasper County, Missouri, at Joplin, the jury returned a total award in the amount of Two Hundred Twenty-Three Thousand, Six Hundred Eighty-Seven Dollars, Fifty Cents ($223,687.50) plus accrued interest, due the property owners, Randal and Shelly Kraft.

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

Section 1. That payment of the jury award in the amount Ninety-Six Thousand, Six Hundred Eighty-Seven Dollars, Fifty Cents ($96,687.50) plus the accrued interest assessed by the Court, is hereby authorized and directed to be made to the Circuit Clerk of Jasper County, Missouri, from the Capital Improvement Sales Tax Fund, Account No. 145-4565-520-8105, Project No. TG-0522.

Section 2. 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, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this constitutes an emergency because this Overpass Project for 20th Street is a public improvement and interest accrues on a daily basis.

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

_____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

VERDICT A

We, the undersigned jurors, assess the damage of the defendants at

$ 223,687.50 *(stating the amount).*

Note: All jurors who agree to the above must legibly sign or print their names below.

Elizabeth A. Adams

Steven A. Campbell

Wanda J. Endicott

Carolyn Rowley

Caroline Madden

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 5, 2016

Item: COUNCIL BILL NO. 2016-266
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 6/13/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 018-16: 1530 South Range Line Road – A request from to rezone from C-O (Non-Retail Commercial) and R-1 (Single-Family Residential) to C-3 (Commercial) for the construction of a car wash – Joplin Car Wash, LLC.

STAFF SUMMARY:
This property is located at the northwest corner of 15th Street and Range Line Road directly south of Payless Shoes and is just over an acre in size. It is located on the Range Line Road Commercial Corridor which has been classified as retail-commercial in the future land use map. The proposed development is an automatic car wash with free vacuum stalls. This traffic-intensive land use is appropriate for the Range Line Corridor and matches the future land use map for the City of Joplin. Residential areas to the west will be screened using a combination of a masonry wall and landscaping.

Staff recommends approval of Case 018-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Chris Michael and Steve Hendricks requested the rezoning of property in Case 018-16 for a new tunnel car wash. They propose using the current entrance off Range Line Road. There will be three stacking lanes with sufficient space for 28 cars "before the gate" and an additional six cars "after the gate", with another six cars inside. Traffic will not be backed up on Range Line.

Mr. Michael stated this facility can process a vehicle every 22 seconds. Customers can use the free vacuums and to bring them back onto 16th Street, so there will be no congestion with people trying to turn north due to the median on Range Line. No access to the alley will be utilized.

Mr. Michael showed the commissioners photographs of one of their current facilities in Warrensburg, Missouri. It is a very aesthetically pleasing building. The polycarbonate roof and

glass gives it a very light and open effect to be able to have that customer feel safe and be able to see inside the car wash and know what's going to be happening while they're in there as well.

Mr. Michael has elevations for the proposed car wash, along with a full-sized rendering as it will look on the property there as well. He has included fencing and landscaping around the facility.

Mr. Dermott asked if customers can go east or west off 16th Street when they leave the facility, and Mr. Michael replied that is correct. They would be able to go east or west off 16th Street.

Mr. Duncan asked for additional information regarding the green space in the back and the fencing, as well as the material for the fencing. Mr. Michael is planning an eight-foot masonry wall in compliance with the City Code. A 10-foot wide landscaping buffer is in place in the back, with a seven-foot landscaping buffer on each side.

Mr. Cortez asked about the hours of operation, and Mr. Michael replied 7:00 a.m. to 8:00 p.m. They may stay open until 9:00 p.m. but have reviewed the City's noise ordinance, which requires closure by 10:00 p.m.

Mr. Cortez asked if the vacuums would be inoperable when the hours of operation are over, and Mr. Michael replied that is correct.

PUBLIC COMMENT:

Comments were received from the following:

Mr. Jeremy Shuey, 2911 East 16th Street, Joplin
Mr. Joe Landrith, 2914 East 16th Street, Joplin
Ms. Angela Comstock, 1521 South Highview Avenue, Joplin

They discussed ongoing traffic and speeding issues on 16th Street and in the alley between 15th and 16th Streets with the existing businesses in the area. They thought the traffic situation would be intensified by the car wash. They also expressed concern about trash in their yards. They would like 16th Street to be blocked off similar to how 14th Street was recently blocked off and would also like to close off the alley.

In response to comments regarding the closure of 16th Street, Mr. Smith suggested the neighbors make a plea to the City Council for a barrier or street vacation if the rezoning request is approved. Direction was received from the City Council to close 14th Street.

In response to comments regarding the closure of the alley between 15th and 16th Streets, Mr. Bolander stated the alley is a service alley, and vacation of a service alley is difficult since utilities exist in that corridor as well that the City staff must maintain and have access to. This alley provides a function that the staff must look at before requesting the vacation of the alley.

Ms. Cunningham stated what is being considered at this point is whether or not to rezone these three residential lots to commercial because it is in a commercial corridor from Highview Avenue to Range Line Road. The site plan is available because when the zoning intensity is increased in this area, the City staff requires some sort of site plan so the City Council can know what's going in. The discussion at this point is whether or not it is appropriate to rezone to a commercial use, with the City's future land use map dictating that commercial zoning is appropriate for this area.

Z&P Meeting: June 13, 2016
City Council Meeting: July 5, 2016

STAFF PLANNING REPORT
Rezoning

CASE 018-16 A request from to rezone from C-O (Non-Retail Commercial) and R-1 (Single-Family Residential) to C-3 (Commercial) for the construction of a car wash

LOCATION 1530 South Rangeline

APPLICANT Joplin Car Wash, LLC.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-O (Non-Retail Commercial)	Undeveloped	0.5 acres
R-1 (Single Family Residential)	Undeveloped	0.6 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-1-PD (Planned Neighborhood Commercial District) and R-1 (Single-Family Residential)	C-2-PD (Planned Central Business District)	C-3-PD (Planned Commercial District)	R-1 (Single-Family Residential)
Land Use	Retail Commercial and Residential	Commercial	Commercial	Residential

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as Retail-Commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Rangeline Road	Arterial/MoDOT	100'
16th Street	Secondary	60'

UTILITIES Yes.

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?
Yes.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED
Currently, this site is zoned C-O (Non-Retail Commercial) and R-1 (Single-Family Residential). A car wash is not permitted to be constructed in either of these zoning districts.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY
This zoning change would not detrimentally affect nearby property.

DISCUSSION
This property is located at the northwest corner of 15th Street and Rangeline Road directly south of Payless Shoes and is just over an acre in size. It is located on the Rangeline Road Commercial Corridor which has been classified as retail-commercial in the future land use map. The proposed development is an automatic car wash with free vacuum stalls. This traffic-intensive land use is appropriate for the Rangeline Corridor and matches the future land use map for the City of Joplin. Residential areas to the west will be screened using a combination of a masonry wall and landscaping.

Staff recommends approval of Case 018-16.

ENCLOSURES
Application
Map
Site Plan
Landscaping Plan
Conceptual Drawings

Application for Rezoning

Please return form to:
Joplin City Hall
Planning Division, 4th Floor
602 South Main Street
Joplin Missouri, 64801
Phone: 417-624-0820, ext. 511
Fax: 417-625-4738

For office use only

Case Number	018-16
Filing Fee	$450.00
Date Advertised	
Date Notices Sent	5-31-16
P&Z Date	6-13-16
City Council Date	7-5-16

Applicant: Joplin Car Wash LLC — Phone:
Address: 1530 Range Line Rd Joplin, MO — Zip: 64804
Email:

Owner: McAllister & Menke Real Estate Co. LLC&7 Wayne B Johnson Et Al. — Phone:
Address: 2001 W. 20th St. Joplin, MO — Zip: 64804
Email:

Location of Property: 1530 Rangeline Road & 2921, 2925, 2929 E. 16th Street, Lots 107-112, Joplin Mo

Legal Description: See Attached

Present Zoning: C-0 & R-1 Requested Zoning: C-3 Acreage: 1.17

Proposed Use of Property: Car Wash Facility

Surrounding Land Use and Zoning

	Land Use	Zoning
North	Retail Store and Housing	C-0 and R-1
South	Retail Store and Housing	C-0 and R-1
East	Gas Station and Restaurant	C-0
West	Housing	R-1

Character of the Neighborhood

Relationship to Existing Zoning Pattern

	Yes	No
1. Would proposed change create a small, isolated district unrelated to surrounding districts?		X
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?	X	

If yes, explain:
Yes, with all the lots being under the same ownership, combining them all into one commercial lot is needed in order to build the desired facility and keep commercial property adjacent to Rangeline Road.

Conformance with Comprehensive Plan

	Yes	No
1. Consistent with Development Policies?	X	
2. Consistent with Future Land Use Map?	X	

The following must accompany your application:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
    a. Site Plan
    b. Landscape Plan
    c. Building Elevations

Traffic Conditions:

Streets with Access to Property	Classification (Arterial, Collector, or Local)	Right-of-Way Width
Range Line Road	Arterial	100 FT
16TH Street	Local	50 FT
Alley	Local	20 FT

Will turning movements caused by the proposed use create an undue traffic hazard?

No

Is platting or replatting required to provide for:

	Yes	No
1. Appropriately sized lots?		X
2. Properly sized street right-of-way?		X
3. Drainage easements?		X
4. Utility easements?		X
Electricity		
Gas		
Sewers		
Water		

Unique characteristics of property and additional comments:

Signature: Kyle Miller

By: Kyle Miller Crockett Engineering

Date: 5/5/2016 Title: Project Engineer

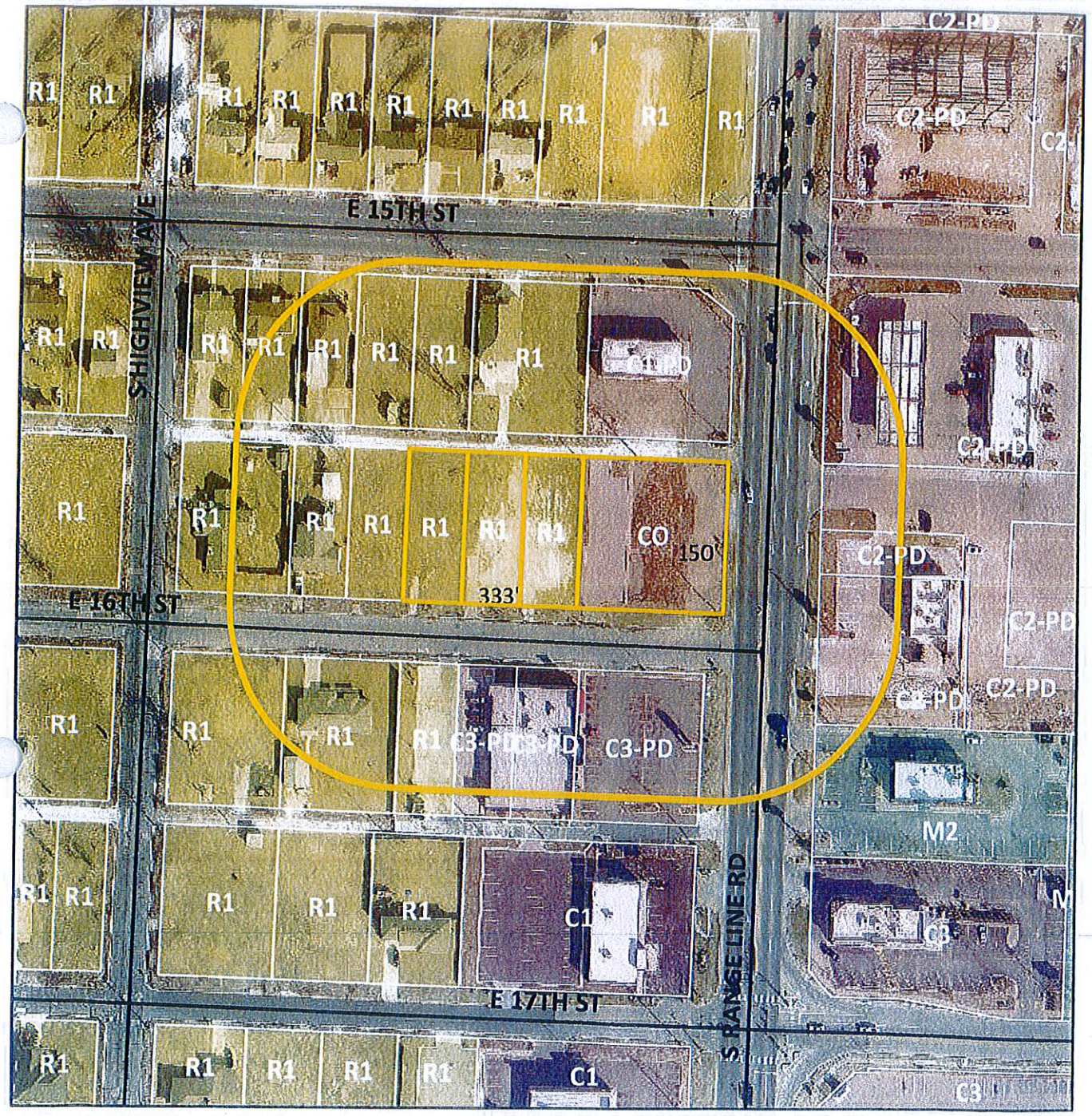
Joplin Car Wash, LLC
Rezoning Proposal
May 5, 2016

The proposed rezoning of the subject property will have minimal impact on the surrounding areas and neighboring properties. The primary access to the site will utilize an existing entrance off of Rangeline Road, an arterial roadway, as shown by the submitted preliminary plan. Secondary access will come off of 15th Street adjacent to the exiting commercial center that currently houses the CiCi's Pizza. A third, and less used access point, will be from the alley between 15the and 16th Streets. The proposed design will allow for adequate traffic flow from Rangeline, through the site, and then to 15th Street. We believe that all streets adjacent to this development are adequate to handle the traffic from this proposal.

The property can be served adequately by fire protection due to its proximity to adjacent roadways. While the site would allow for internal movements of fire apparatus, we believe that any fire assets deployed to the site would set up and maneuver within the existing roadways. With the subject property being served on three sides by public streets; the site can be easily accessed for fire protection.

By rezoning a portion of the subject property, the character of the area will not change. With Rangeline Road being an arterial roadway, the vast majority of all of the adjacent properties are commercially zoned. By rezoning the small proposed rezoning tract to a commercial zone the area will maintain its commercial feel while the adjacent residential areas will be protected via screening and landscaping.

The rezoning of this property will benefit the City of Joplin by allowing the site to be developed as a single commercial development as opposed to a small, fragmented tract.



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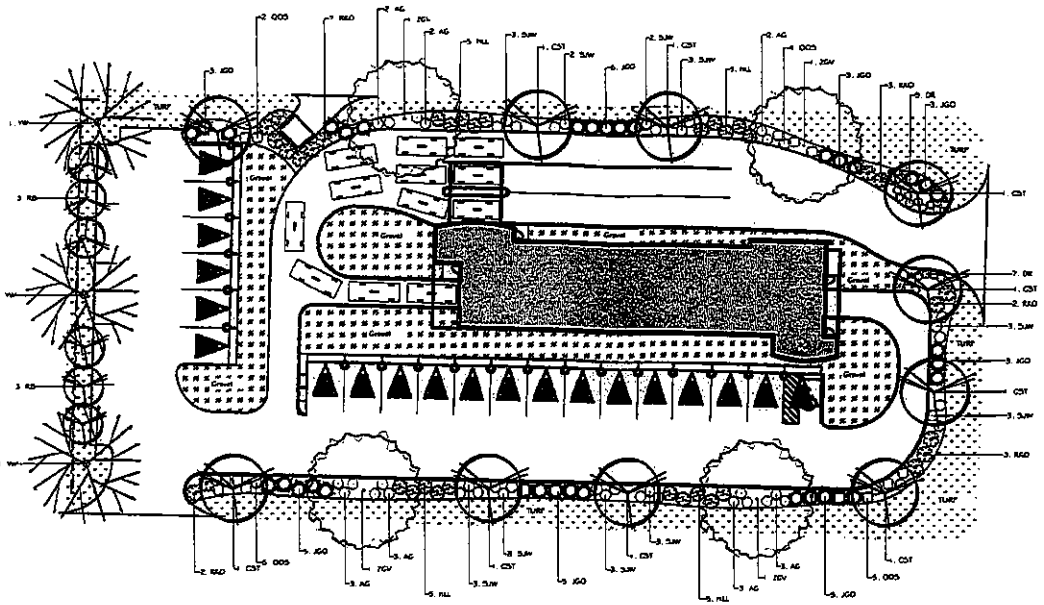


PLANT SCHEDULE

Symbol — Quantity - Abbreviation - Scientific Name - Common Name - Install Size

4 - ZEV - Zelkova serrata - Zelkova 'Green Vase' - 2.5" Cal

10 - CST - Melia x Dubyosm - Celtis occidentalis 'Chicagoland' - 2" Cal

7 - AGG - Thuja occidentalis - Arborvitae 'Green Giant' - 6ft ht

3 - YW - Cupressus leylandii - Yellowleaf - 2.5" Cal

6 - RB - Cercis canadensis - Eastern Redbud - 2" Cal

17 - RAD - Rosa 'Radrazz' - Knockout Rose' - #5

20 - HIL - Hydrangea arborescens - Hydrangea 'Little Lime' - #7

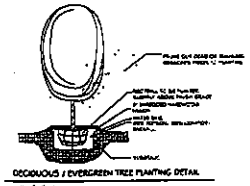
35 - JGD - Juniperus virginiana - Juniper 'Grey Owl' - #5

28 - SJW - Hypericum - St. John's Wort 'Blue Velvet' - #3

16 - 005 - Chasmanthium latifolium - Flowering Grass 'Orange Stripes' - #3

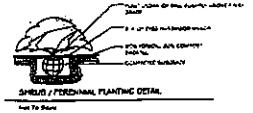
18 - AS - Miscanthus sinensis - Maiden Grass 'Adagio' - #3

16 - DR - Rosa Hydrangea - DAY 'Rosa 'Carol' - #3



DECIDUOUS / EVERGREEN TREE PLANTING DETAIL

Not To Scale



SHRUB / PERENNIAL PLANTING DETAIL

Not To Scale

THE PLANT LIST IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY ALL PLANT COUNTS AND IF A DISCREPANCY EXISTS THE PLAN SHALL GOVERN.
LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND/OR AVOIDING ANY OF ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES. THE LANDSCAPE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR DAMAGING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES PRIOR TO ANY EXCAVATION.
LANDSCAPE CONTRACTOR TO RECEIVE SITE GRADED TO +/-0.10 FOOT OF FINISHED GRADE.
PLANTING BACK FILL MIX IS TO CONSIST OF 60% NATIVE TOPSOIL AND 20% ORGANIC MATTER
SHRUB BEDS AND TREE WELLS ARE TO BE MULCHED WITH 3-4" DYED BROWN HARDWOOD MULCH
INSTALLATION OF BUILDING LABELED "ORNATE" TO BE MULTI-COLOR DECORATIVE GRAVEL.
WEED BARRIER FABRIC TO BE PLACED UNDER GRAVEL.
SEED, SEDING TO BE INSTALLED BERMUDA GRASS, AND TURF AND HARDWOOD MULCH BED AREAS
ALL TURF AREAS TO BE SODDED WITH FESCUE SOD.
ALL SLOPED AREAS WITH A SLOPE OF 3:1 OR GREATER SHALL BE CONTROLLED WITH EROSION CONTROL NETTING.
ALL BED AND LAWN AREAS SHALL BE WATERED WITH POP-UP SPRAY HEADS.
LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF TWELVE MONTHS
ALL PLANTING BEDS AND TREE RINGS TO BE SEPARATED FROM TURF AREAS BY 4" EDGING.
ALL PLANT MATERIAL MUST MEET THE SPECIFICATIONS OF THE AMERICAN ASSOCIATION OF NURSERYMEN

N

SCALE: 1" = 20'

0 10 20 40

ROST INC

Follow Rost, Inc.

2150 TRAILS WEST AVENUE
COLUMBIA, MO 65202
(573) 443-4461

WWW.ROSTLANDSCAPING.COM

LANDSCAPE DEVELOPMENT FOR TOMMY CAR WASH

JOPLIN, MO

DATE 4.29.16
DESIGNER JF
SCALE 1"=20'-0"

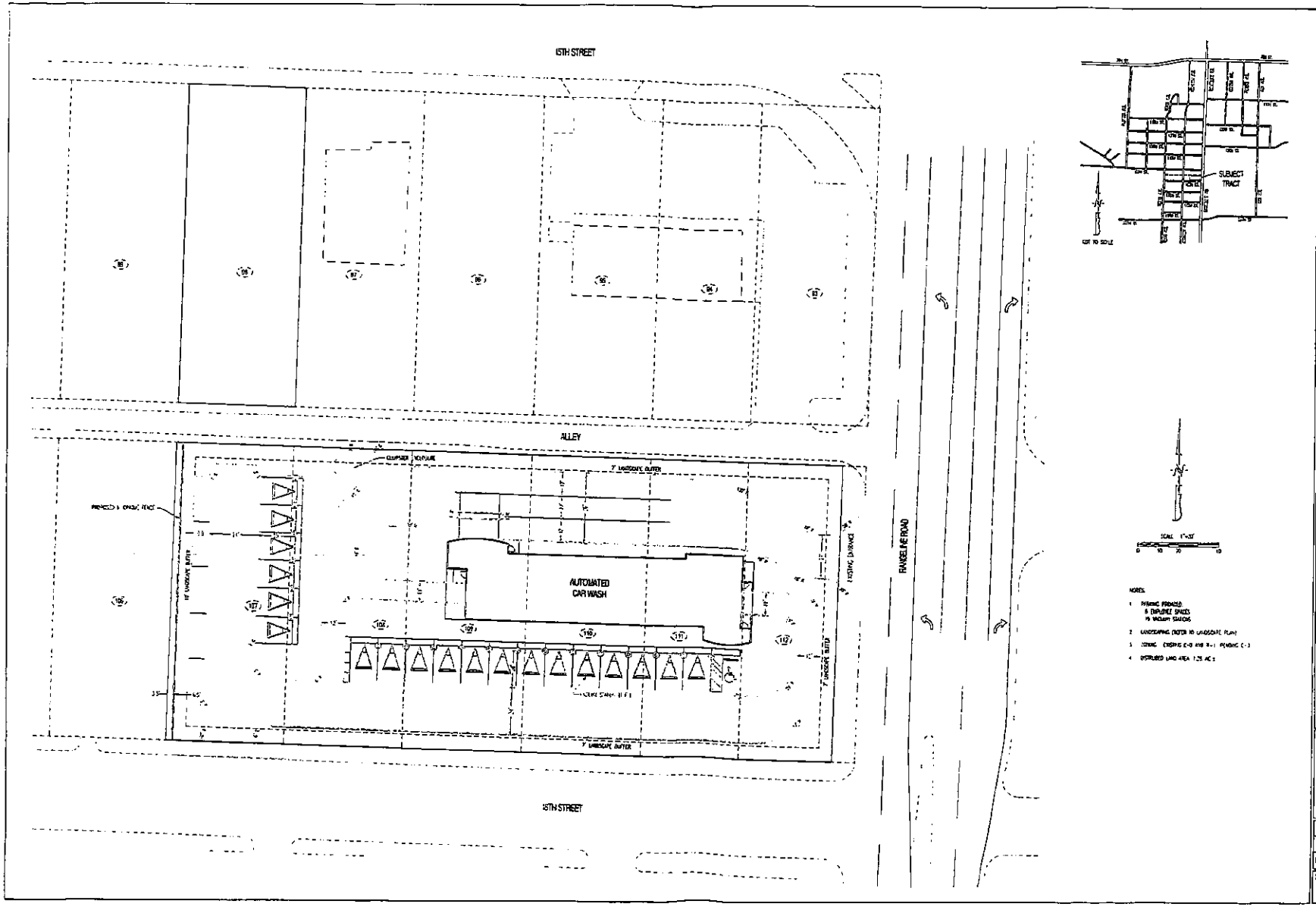
REVISIONS
5.2.16
6.8.16

SHEET NUMBER
LS1

PROJECT NUMBER
JPCAD2016

REPRODUCTION OF THESE PLANS IN WHOLE OR IN PART OR THE REPRODUCTION OF DERIVATIVE WORKS THEREOF WITHOUT THE WRITTEN PERMISSION OF ROST INC IS PROHIBITED

USE OF THESE PLANS IS LIMITED TO THE CONSTRUCTION OF THIS PROJECT ONLY. USE OF THESE PLANS FOR ANY PURPOSE OTHER THAN USE ON THIS PROJECT IS STRICTLY PROHIBITED



REVISIONS

NO	DATE
1	10/21/2021

PRELIMINARY
NOT FOR CONSTRUCTION

STEVEN E. CROCKETT

OWNER

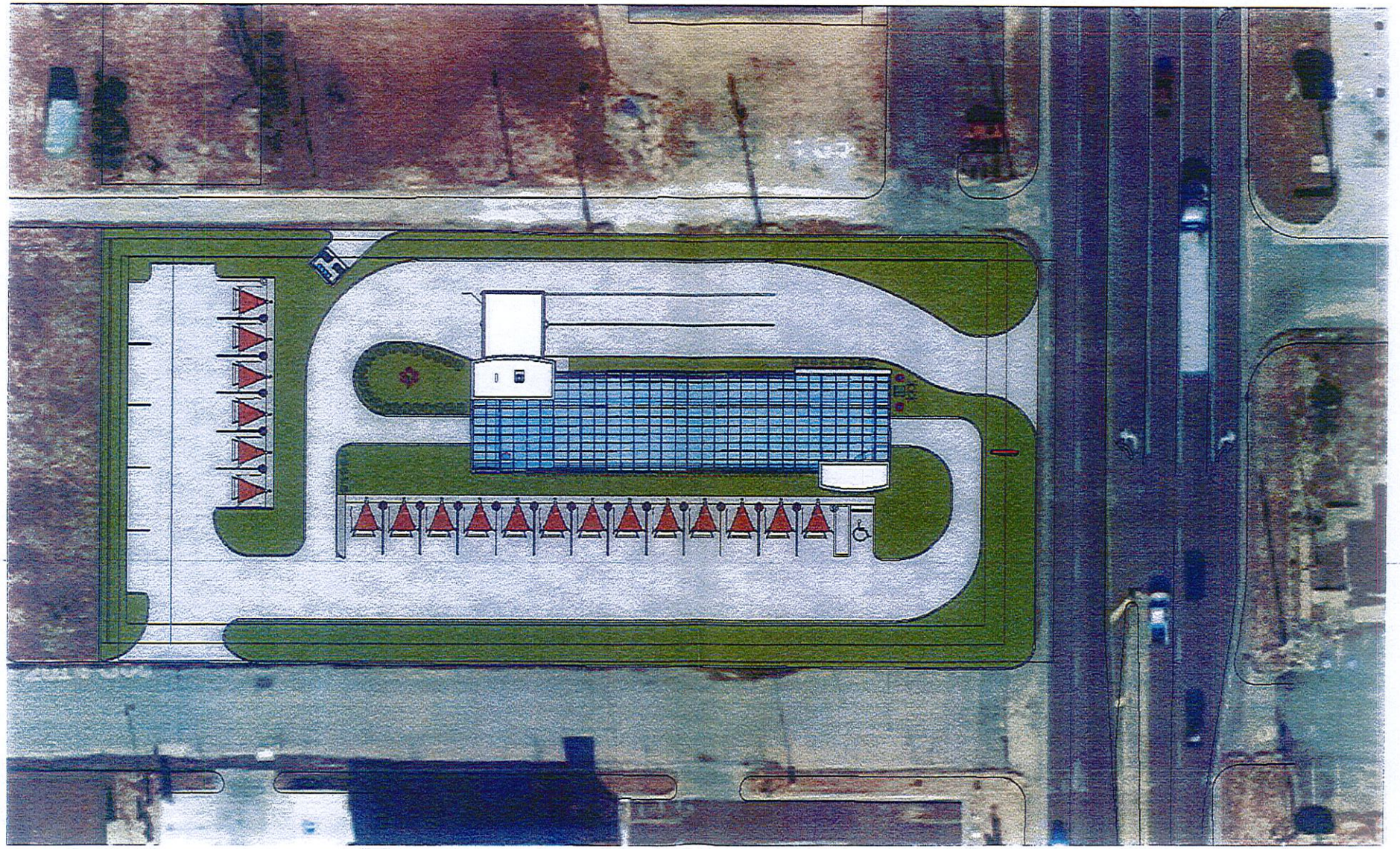
TOMMY CAR WASH

SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST
JOPLIN, JASPER COUNTY, MISSOURI

DRAWING INCLUDES

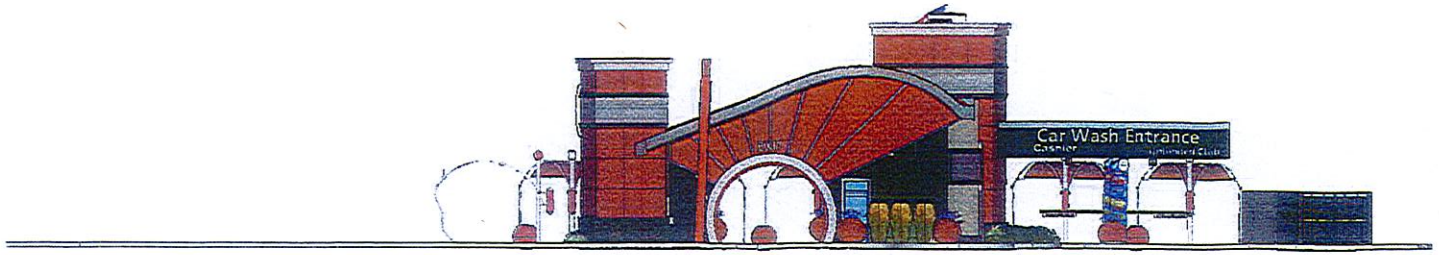
SITE PLAN

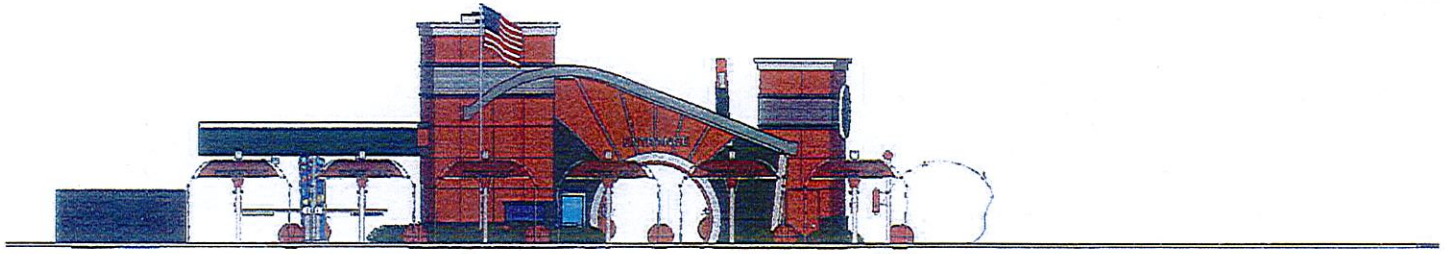
DESIGNED	NTE
DRAWN	MJF
PROJECT NO.	20038
SHEET	CE1

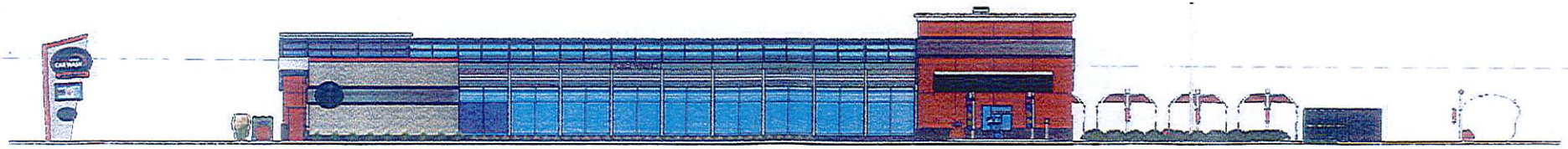


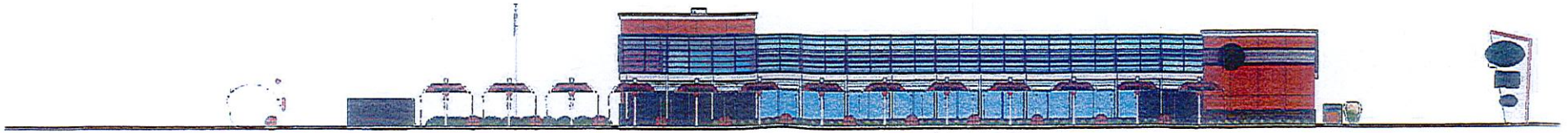
CAR WASH
JOPLIN, MO

Tommy Car Wash Systems



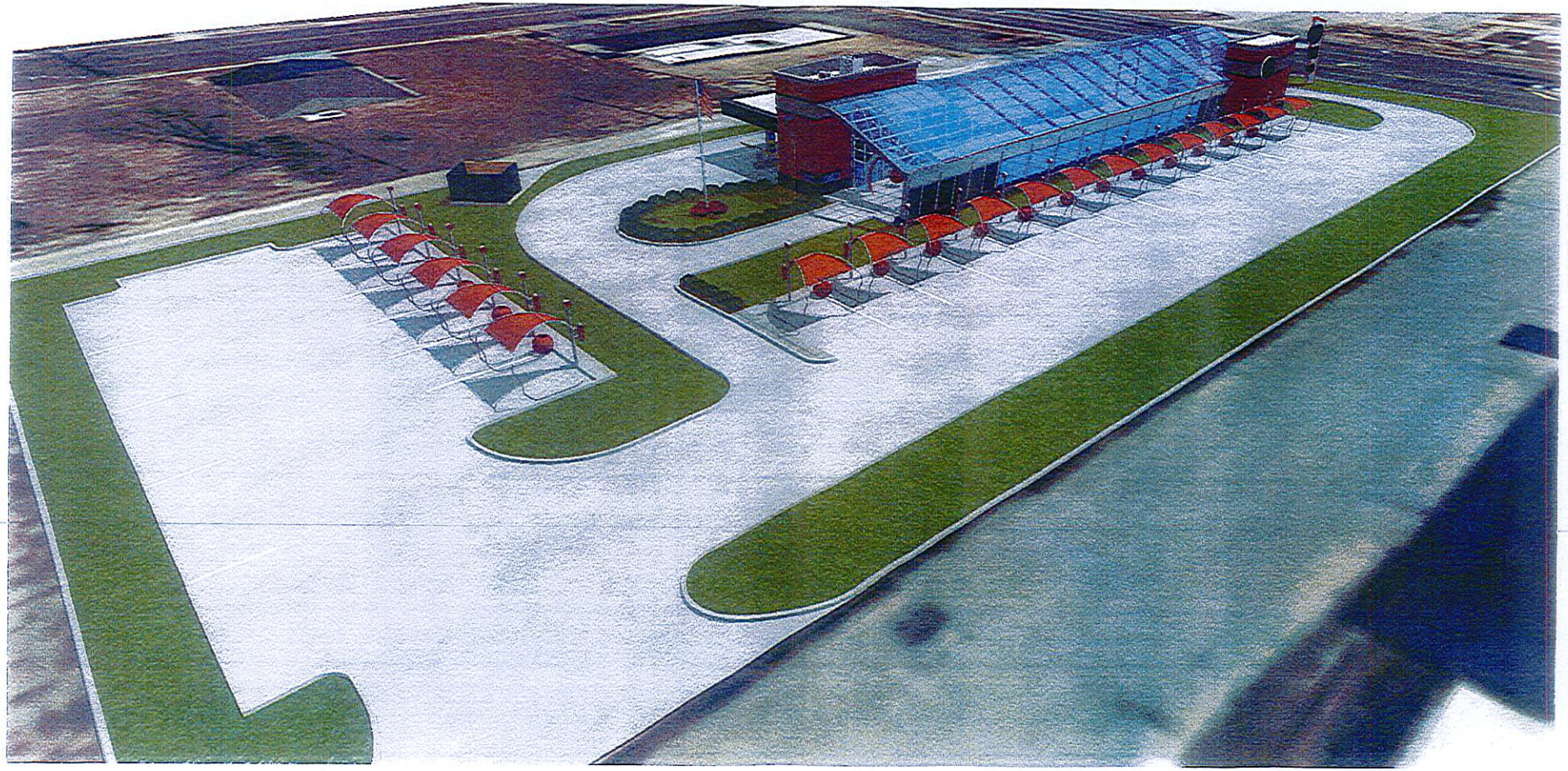






CAR WASH
JOPLIN, MO

Tommy
Car Wash Systems



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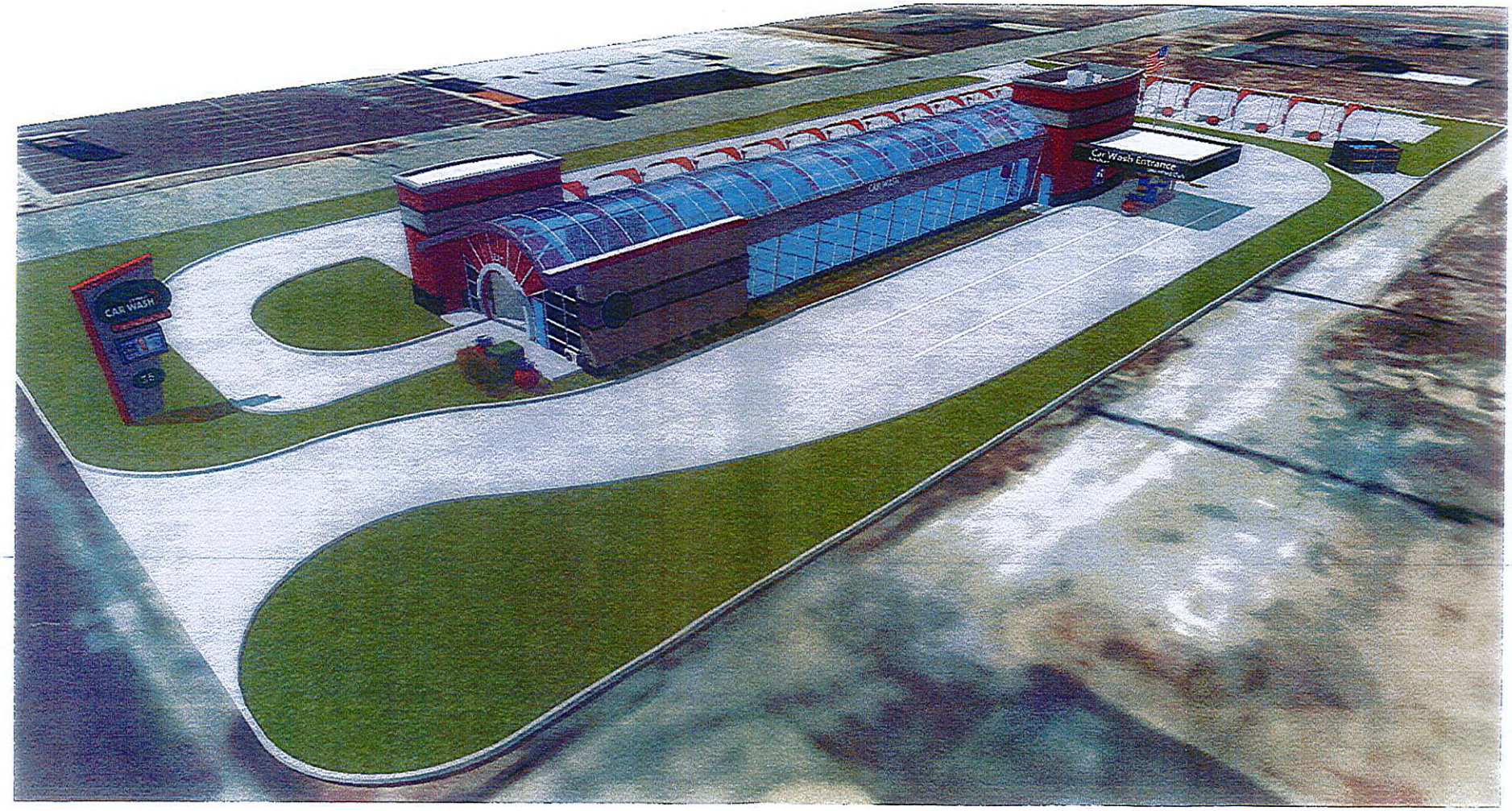

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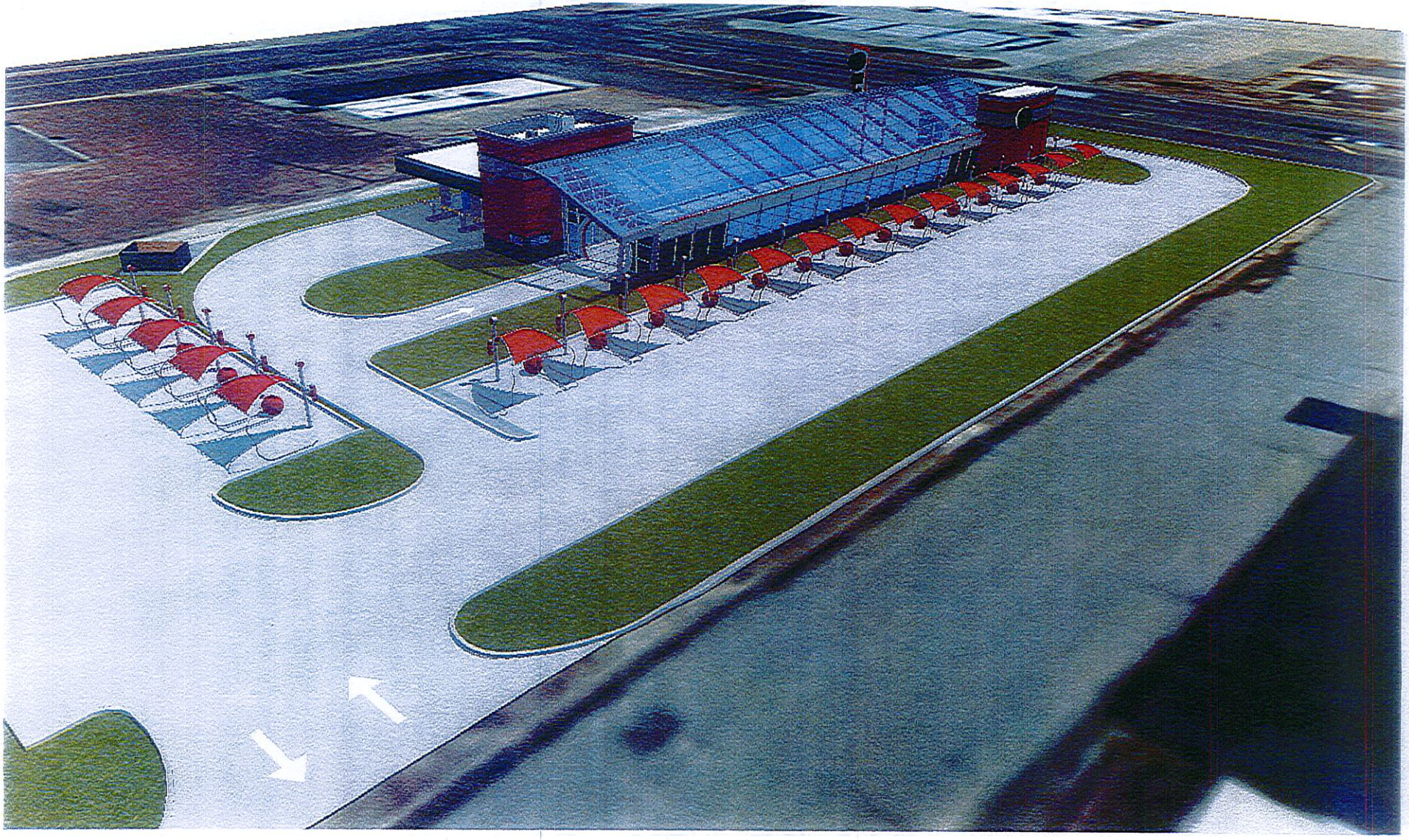

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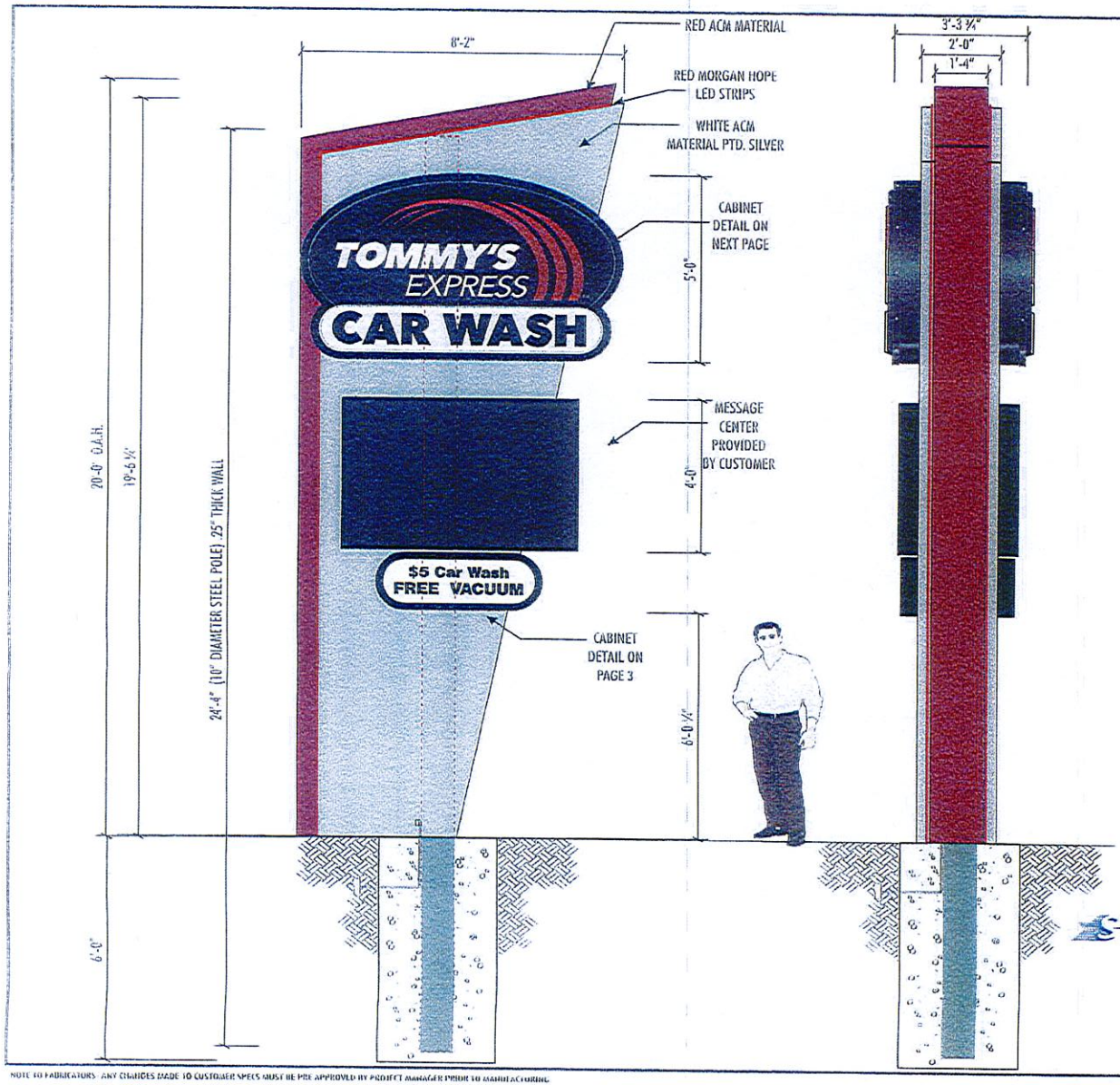


DOUBLE SIDED INTERNALLY ILLUMINATED PYLON SIGN
SCALE: 3/8" = 1'-0"

NOTE TO FABRICATORS: ANY CHANGES MADE TO CUSTOMER SPECS MUST BE PRE APPROVED BY PROJECT MANAGER PRIOR TO MANUFACTURING

REINFORCEMENT OF BUILDING, PHYSICAL CONDITIONS. If installation is a part of this Agreement, Buyer shall be responsible and pay for all necessary reinforcements to the building or any other structures on which Display is installed, for relocating power lines or other obstacles, and for any additional installation costs incurred by Seller due to adverse soil conditions, underground or other obstructions including but not limited to ordinary for excavation or removal of any rock. Unless notified of sprinkler lines or private utility lines prior to drilling Seller is not responsible for damage caused and shall be indemnified against claims, losses or proceedings arising by replacement, repair or diversion of such services. When pier drilling is necessary, Seller will contact Dig Tess or other agents for location of all public utilities. Location of private utilities is the sole responsibility of the Buyer. In the event rock or adverse soil conditions are encountered in the drilling process, additional charges will be requested by the Seller

Customer Signature:

Since 1956
StarliteSign LP
www.starlitesign.com
7923 E. McKinney St., Denton, TX 76208
(940) 382-8850 Fax: (940) 387-0429

TOMMY'S CAR WASH SYSTEMS
581 Ottawa Ave.
Holland, MI 49423

DAVID SCOTT	DIANA COLLINS

This design is the property of Starlite Sign, which reserves all rights to its reproduction and display.

K. Hufnagle	55123	01-08-16	1601-018	01 of 03

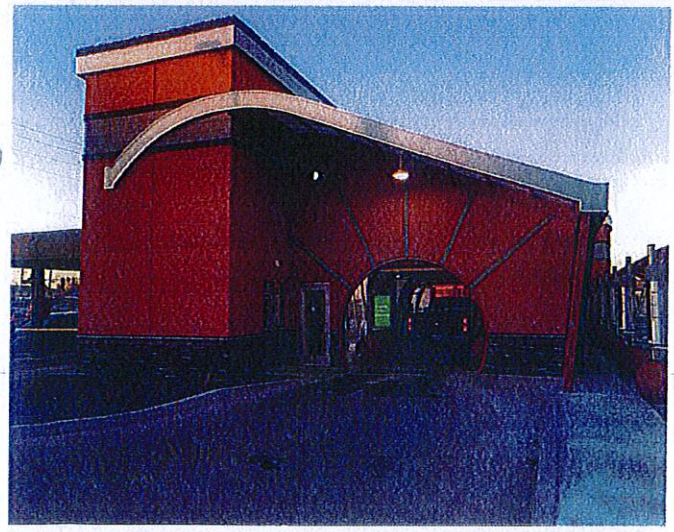
REVISIONS

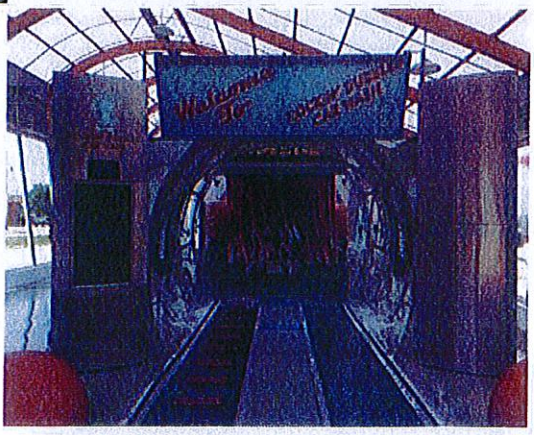
L.E.D. POWER SUPPLY PRIMARY WIRING CONNECTORS CONNECTED TO LINE VOLTAGE IN ACCORDANCE WITH NEC ARTICLE 600.	Construct & Install Using Only U. L. Listed Components & In Accordance With All of the N.E.C. & any Applicable Local Codes U/L LABELS REQUIRED (1) 20amp 120V DEDICATED CIRCUIT(S) REQ'D

Current 100' in Warrensburg

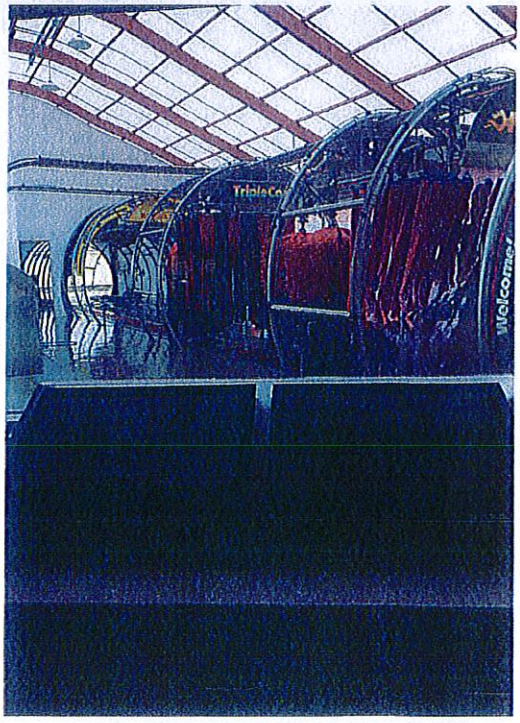












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Mr. Michael showed the commissioners photographs of one of their current facilities in Warrensburg, Missouri. Not only does the building set a standard for what he wants their customer experience to be, but it also sets a standard for what they want their car wash to be. It is a very aesthetically pleasing building. The polycarbonate roof and glass gives it a very light and open effect to be able to have that customer feel safe and be able to also see inside the car wash and know what's going to be happening while they're in there as well. The facility is very eco-friendly because it is more energy-efficient.

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Mr. Cortez asked if the vacuums would be inoperable when the hours of operation are over, and Mr. Michael replied that is correct. They don't want to create any interference with the surrounding residential area.

Mr. Smith asked for comments from the audience.

Mr. Jeremy Shuey, 2911 East 16th Street, Joplin, stated that he and his neighbors don't necessarily oppose the car wash. He expressed concern about traffic speeding down the alley behind his home to avoid the traffic signal at 15th Street and Range Line Road. He stated this is an area for families with children playing basketball in that alley, and everyone having pets. He stated the developers have drainage plans, but he would like to see something done with that alley.

Mr. Smith did not believe there is any access to the alley. Mr. Shuey stated the alley between 15th and 16th Streets opens up to Range Line, with anyone not wanting to wait for the traffic signal turning into the alley and speeding down the alley.

Mr. Smith stated the car wash is designed to exit out onto 16th Street, but Mr. Shuey stated traffic will still enter into the alley at that point. He discussed problems with traffic exiting from CiCi's Pizza and stated people will exit the car wash and turn onto Range Line or turn down 16th Street, and they just speed all the way down 16th Street to Highview Avenue. Mr. Smith asked if this problem exists in the alley, and Mr. Shuey replied both in the alley and on 16th Street.

Mr. Duncan thought the neighbors should contact the police, and Mr. Shuey has called them many times. He discussed black skid marks on 16th Street and stated the police visit the area and stay for a short time. As soon as they're gone, the speeding starts again.

Mr. Duncan asked if the alley issue is related to the car wash, or if it is already a problem. Mr. Shuey replied it is already a problem, but he thought the car wash would intensify the issue because everyone likes to keep their car clean, with that facility being the newest, the best, and the nicest car wash in town. He stated the facility will be nice, but it's going to add to his problem.

Mr. Duncan asked if the car wash will have an entrance from that alley, and Mr. Shuey stated people will be able to turn beside Payless Shoes and access the car wash.

Mr. Cortez asked about access. Mr. Shuey asked if customers wouldn't be able to turn off Highview and come up his alley and into the car wash. Mr. Michael stated customers would not be able to enter the car wash from the alley. Mr. Shuey would love to see the alley blocked off, but that has nothing to do with the car wash.

Mr. Joe Landrith, 2914 East 16th Street, Joplin, appeared in opposition to the request. He discussed speeding problems with customers from CiCi's Pizza. He stated there are children in the neighborhood, and he would like to block off 16th Street just like 14th Street was closed adjacent to Chili's. He would like to have a cul-de-sac.

Mr. Landrith's alley was blocked off 15 years ago because of the traffic and the dust that was being created. He recommended blocking 16th Street off just like 14th Street was blocked off.

Mr. Smith asked about the procedure for Mr. Landrith to request the closure of 16th Street. Mr. Bolander replied this wasn't part of the original request when the applicants submitted their development plans. He discussed the unique situation on Range Line Road because direction was received from the City Council to close 14th Street.

Mr. Bolander stated the City's plan on this part of Range Line shows a commercial district at that location. It does not address any type of street vacations or alley vacations at this particular

location. The site plan the commissioners have before them was developed without showing any vacation of any type of streets or barriers.

Mr. Smith suggested that the neighbors make a plea to the City Council for a barrier or street vacation if they approve the rezoning request. Mr. Landrith has suggested closing 16th Street at his privacy fence to the City Council in the past. His wall is almost eight feet tall, and he thought extending that wall across 16th Street would be great.

Mr. Bolander stated the Planning and Zoning Commission does not have the authority to recommend closure of 16th Street since that is not part of the rezoning request.

Mr. Cortez asked about the posted speed limit on 16th Street, and Mr. Landrith replied 25 miles per hour. He stated people speed down 16th Street and hit the brake when they stop at CiCi's Pizza, and they speed down the street consistently. The neighbors anticipate additional traffic if the car wash is developed.

Ms. Angela Comstock, 1521 South Highview Avenue, Joplin, appeared in opposition to the request and stated she resides between 16th Street and the alley. She has the same traffic issues as the other neighbors but stated since CiCi's Pizza opened, she has a lot of trash in her yard as well. People come down 16th Street to Highview and throw trash onto her yard. She is not opposed to the car wash but thought both the alley and 16th Street need to be closed.

Ms. Comstock discussed the three traffic signals along this segment of Range Line Road and the problems with trying to maintain a residential neighborhood close to Range Line. She stated Highview Avenue serves as a bypass to Range Line, but closure of the alley and 16th Street would alleviate some of the issues with traffic and trash.

Mr. Duncan expressed concern about closing 16th Street and the alley for access by emergency vehicles. Ms. Comstock thought they could access the area from Highview Avenue.

Mr. Bolander stated the alley is a service alley, so the City staff must look at many different things. Vacation of a service alley is difficult since utilities exist in that corridor as well that the City staff must maintain and have access to. This alley provides a function that the staff must look at before requesting the vacation of the alley.

Mr. Bolander asked if the trash service is provided through the alley or on 16th Street.
Ms. Comstock replied her block receives trash service through the alley, while the remainder of the neighborhood receives trash service along the street.

Mr. Smith reminded everyone that the area between Highview Avenue and Range Line Road is a commercial corridor.

Ms. Comstock stated the barrier on 14th Street was so nicely done, and she would like to see that on 16th Street to help preserve her neighborhood.

Mr. Smith stated the vacation of 16th Street was denied by the City Council several years ago, so he believes something like this takes time. He asked the neighbors to continue visiting with the law enforcement personnel if there are issues.

Ms. Comstock asked about the process to close 16th Street, and Mr. Smith replied to discuss the issue with the City staff. Mr. Duncan suggested raising this issue with the City Council when the rezoning request comes before them.

Ms. Comstock asked if this is the City Council, and Ms. Cunningham replied this is the Planning and Zoning Commission. What is being considered at this point is whether or not to rezone these three residential lots to commercial because it is in a commercial corridor from Highview Avenue to Range Line Road. The site plan is available because when the zoning intensity is increased in this area, the City staff requires some sort of site plan so the City Council can know what's going in. The discussion at this point is whether or not it is appropriate to rezone to a commercial use, with the City's future land use map dictating that commercial zoning is appropriate for this area.

Ms. Cunningham stated the City Council hearing will be on July 5, 2016 at 6:00 p.m. in the Council Chambers.

Mr. Smith asked for additional comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 018-16.

MR. DUNCAN MOVED, SECONDED BY MR. DERMOTT, THAT CASE 018-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MS. BRUECKNER-SEARS, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. RAMSOUR BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 018-16
Joplin Car Wash, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-266 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-0 and District R-1 and including in District C-3 property as described below and located at 1530 South Range Line Road, 2929 East 16th Street, 2925 East 16th Street, and 2921 East 16th Street in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District C-0 and District R-1 and including same in District C-3:

ALL OF LOTS ONE HUNDRED AND SEVEN (107) THROUGH ONE HUNDRED AND TWELVE (112) EXCEPT FOR THE EAST FIFTEEN (15) FEET OF LOT ONE HUNDRED AND TWELVE (112) FOR STREET RIGHT-OF-WAY OF CAMPBELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2016, by a vote of _____.

ATTEST: Michael L. Seibert, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney