COUNCIL AGENDA
Monday, October 16, 2017
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Proclamation Presentation Recognizing Chuck D. Brown For His Service To The City Of Joplin.

   2. Proposal For The Use Of Joe Becker Stadium, By Craig Puckett.

   3. Fire Ops 101 Presentation By Jeremie Humphrey, President Of Firefighter Locals 59.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Request To Address Council
      Ryan Stapp, 2301 North Windsor, requests to address Council about the blocking of Windsor St by delivery vehicle to Shamrock Bolt. 2404 North Florida, Joplin Mo 64801.

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The October 2, 2017 Council Meeting

      Documents:

      10-2 MINS-.PDF

   2. Minutes Of The October 9 , 2017 Special Council Meeting

      Documents:

      SPEC MEETING MINS 10-9.PDF

   3. COUNCIL BILL NO. 2017-273
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the Reverend Harris Joplin Home as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located SW Corner of 6th and Elm Streets in the City of Joplin, Jasper County, Missouri.

   4. COUNCIL BILL NO. 2017-274
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15,

2004, by designating the Site of the First Major Lead Strike property as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located at which a tract of land 750 feet north of Broadway Street and 75 feet west of Murphy Boulevard, in the City of Joplin, Jasper County, Missouri.

5. COUNCIL BILL NO. 2017-275
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating The Jackson Avenue Low Water Bridge as a Historic Landmark and include in a Historic Preservation Overlay District as described below.

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2017-010
AN ORDINANCE appointing three (3) new Board of Director Members for the Hope Valley Community Improvement District (CID), for a term of four (4) years, to replace the three Board Members whose terms have expired; authorizing the Mayor with Council consent to appoint said Board Members by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents:

SUMMARY_CB2017-010_HOPE VALLEY CID APPOINTMENT OF 3 NEW BOARD MEMBERS_4 YEAR TERM.PDF
CB2017-010_APPT 3 NEW BOARD MEMBERS-HOPE VALLEY CID.PDF

2. COUNCIL BILL NO. 2017-158
AN ORDINANCE approving a contract with G&G Construction in the not to exceed amount of One Hundred Ten Thousand, Eight Hundred Seventeen and No/100 Dollars ($110,817.00) for construction and installation of two grit augers and troughs for the Turkey Creek Wastewater Treatment Facility authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2017-158 SUMMARY SHEET GRIT AUGER.PDF
BIDFORMGRITAUGER-10062017150022.PDF
00500 AGREEMENT - G-G CONST 2017.PDF
CB 2017-158.PDF

3. COUNCIL BILL NO. 2017-159
AN ORDINANCE approving the contract between the City of Joplin, Missouri and Midwest Vac Products LLC in the amount of Three Hundred Ten Thousand One Hundred Forty-Eight Dollars and No/100 ($310,148.00) for the purchase of camera van & equipment and containing an emergency clause.
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Documents:

MIDWESTVACPRO1-10062017165215.PDF
SUMMARY SHEET 2017-159.PDF
EVALUATION SUMMARY.PDF
BID TAB FORM.PDF
CB 2017-159.PDF

4. COUNCIL BILL NO. 2017-160

AN ORDINANCE approving a Work Authorization with Olsson Associates dba Joplin Joint Engineering Team in the not to exceed amount of Three Million Six Hundred Sixty-Nine Thousand Seven Hundred Eighty-Nine Dollars and no/Cents ($3,669,789.00) for bidding and construction services for sidewalk, curb & gutter, street and storm water projects in the recovery area funded through CDBG-DR, and containing an emergency clause.

Documents:

SUMMARY 2017-160 JET DR2 PAP 8-1.PDF
PAP 8-1 COMPLETE SIGNED 9-08-17.PDF
RECOVERY AREA CB-2017-160.PDF

5. COUNCIL BILL NO. 2017-161

AN ORDINANCE approving an Amended Work Authorization with Olsson Associates, in an amount not to exceed Thirty-Six Thousand Three Hundred Forty-Two and 50/100 Dollars ($36,342.50) for project management, construction inspection and testing services for the Regional Detention Basin – 32nd St. to 28th St. between Mississippi Ave and Arizona Avenue; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

OLSSON-10092017125215.PDF
GS - OLSSON_AMMENDMENT3 - TS0605.PDF
CB OLSSON.PDF

6. COUNCIL BILL NO. 2017-162

AN ORDINANCE authorizing the City of Joplin to enter into a change order with Emery Sapp & Sons for the purpose of completing the regional detention basin north of 32nd Street and west of Arizona Avenue for the not to exceed price of One Hundred Fifteen Thousand Five Hundred Thirty-Eight and 35/100 Dollars ($115,538.35); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB- EMERY SAPP.PDF
EMERYSAPP-10092017125132.PDF
SUMMARY SHEET CB 2017- XXX ESSARIZONA.PDF

7. COUNCIL BILL NO. 2017-163

AN ORDINANCE approving an Amendment to the Work Authorization with Burns & McDonnell Engineering Co., Inc., in the not to exceed amount of Seventeen Thousand Five Hundred and no/100 Dollars ($17,500.00) for Professional Engineering Consulting Services for NPDES Permit Renewal Support, Phase 2, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2017- 163 SUMMARY SHEET WA BMC-OC17-002.PDF
COMPLETE WORK AUTHORIZATION - BMC-OC17-002 NPDES RENEWAL SUPPORT PHASE2 _ FINAL.PDF
CB 2017-163 BMC-OC17-002.PDF

8. COUNCIL BILL NO. 2017-277

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance; authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

Documents:

CB 2017-277 - SUMMARY .PDF
CB 2017-277.PDF
CPG AGREEMENT.PDF
UPWP FINAL DRAFT 9-29-17.PDF

9. COUNCIL BILL NO. 2017-457

AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents:

CB2017-457-SUMMARY SHEET.PDF
CB2017-457-COUNCIL BILL.PDF
CB 2017-457 SUPPLEMENTAL ITEM HUMANE SOCIETY CONTRACT 2017-18.PDF

10. COUNCIL BILL NO. 2017-458

AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144; and, containing an emergency clause.

Documents:

CB2017-458-SUMMARY SHEET.PDF
CB2017-458-COUNCIL BILL.PDF

11. COUNCIL BILL NO. 2017-459

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2017 and running through September 30, 2018, for the amount of up to Thirty Two Thousand, Four Hundred Five Dollars and Forty Cents ($32,405.40), to enable the Health Department to provide maternal and child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

CB2017-459-SUMMARY SHEET.PDF
CB2017-459-COUNCIL BILL.PDF
CB 2017-459 SUPPLEMENTAL ITEM CONTRACT.PDF

12. COUNCIL BILL NO. 2017-517

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause.

Documents:

CB 2017-517 SUMMARY FY 2017 BUDGET ADJUSTMENT.PDF
CB 2017-517 BUDGET AMENDMENT ORDINANCE.PDF
CB 2017-517 SCHEDULE A BUDGET AMENDMENT OCTOBER 16 2017.PDF

13. COUNCIL BILL NO. 2017-518

AN ORDINANCE approving a Contract by and between the City of Joplin and Anthem BCBS to provide stop loss coverage and administrative services for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2017-518 SUMMARY SHEET HEALTH INSURANCE STOP LOSS ADMIN SERVICE CONTRACT.PDF
CB 2017-518 ORDINANCE HEALTH INSURANCE STOP LOSS ADMINISTRATIVE SERVICES CONTRACT AGREEMENT.PDF
CB 2017-518 EXHIBIT A ANTHEM CONTRACT.PDF

14. COUNCIL BILL NO. 2017-519

AN ORDINANCE approving a Contract by and between the City of Joplin and CIGNA to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2017-519 SUMMARY DENTAL INSURANCE CONTRACT.PDF
CB 2017-519 DENTAL INSURANCE CONTRACT AGREEMENT.PDF
CB 2017-519 EXHIBIT A CIGNA AGREEMENT.PDF

15. COUNCIL BILL NO. 2017-520

AN ORDINANCE providing for the Budget of the City of

Joplin for the period from November 1, 2017 to October 31, 2018, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

Documents:

CB 2017-520 SUMMARY FY 2017 BUDGET ADOPTION.PDF
CB 2017-520 BUDGET ADOPTION ORDINANCE.PDF
CB 2017-520 BUDGET SUMMARY ATTACHMENTS.PDF

16. COUNCIL BILL NO. 2017-615

AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Highways and Transportation Commission Blueprint for Safer Roadways Program in the amount of Nine Thousand Three Hundred Ninety Five Dollars ($9,395.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

CB2017-615 AGREEMENT.PDF
AGENDA ITEM CB2017-615_ AGREEMENT FOR BLUEPRINT FOR SAFER ROADWAYS PROGRAM AGREEMENT_JPD_COUNCIL BILL NO 2017-615.PDF
CB2017-615_MO HIGHWAYS AND TRANSPORTATION COMMISSION SAFER ROADWAYS PROGRAM.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2017-003

AN ORDINANCE enacting a new Sec. 26-104, Suspension, of Chapter 26, Buildings and Building Regulations, Article V, Contractors, for the purpose of making certain changes.

Documents:

CB2017-003 AMENDING CH 26 ENACTING 26-104 SUSPENSION - CONTRACTOR.PDF
SUMMARY_CB2017-003 AMENDING CH 26 ENACTING SEC. 26-104, SUSPENSION - CONTRACTOR.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. News From The PIO

2. CLOSED SESSION

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys; and the hiring, firing, disciplining, or promotion of an employee or particular

employees of a governmental body involving personal information more specifically for the purpose of evaluating certain Council employees; as set forth in Section 610.021(1)(3) RSMo, as amended, 2016. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

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 October 2, 2017

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

INVOCATION - read by Assistant City Clerk Barbara Gollhofer

PLEDGE OF ALLEGIANCE to the United States of America was led by Mrs. Colbert-Kean.

ROLL CALL – Answering Roll Call were Taylor Brown, Melodee Colbert-Kean, Miranda Lewis, Dan McCreary, Gary Shaw, Ryan Stanley, Phil Stinnett, and Jim West. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Absent: Mayor Michael Seibert. Motion by Mr. West, second by Mrs. Colbert-Kean to excuse Mayor Seibert. Voting in favor were council members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stanley, Stinnett and West, 8. Nays: 0.

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS
Semi-Annual Insurance Update by Segal Co. was presented by Finance Director Leslie Haase and Segal representative Ruth Donahue. The presentation included the Summary Healthcare Budget Projections, Assumptions, Rates and Fees, and Chronic Lifestyle Conditions Review.

CITIZEN REQUESTS AND PETITIONS
Janus Lazurus, 2922 E. 15th, and Jared Wicklund, Carthage, invited the City Council to defend the City Challenge Champion title in the USA Sanctioned Joplin Table Tennis Fall 2017 Tournament on Saturday, November 4, 2017 at Memorial Hall. The Joplin Police Department will be the challenger this year.

PUBLIC HEARINGS
Public Hearing Procedures were read by Assistant City Clerk Barbara Gollhofer

PUBLIC HEARING FOR COUNCIL BILL NO. 2017-273 – AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the Reverend Harris Joplin Home as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located SW Corner of 6th and Elm Streets in the City of Joplin, Jasper County, Missouri.

Mayor Pro Tem Stanley opened the Public Hearing

No one appeared in favor of or in opposition to Council Bill No. 2017-273.

The Public Hearing was closed.

Mr. Shaw introduced COUNCIL BILL NO. 2017-273. Motion by Mr. Shaw, second by Mr. West that Council Bill No. 2017-273 be placed on First Reading and advanced to Second Reading and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: 1, Seibert. The Council Bill was read as Council Bill No. 2017-273.

PUBLIC HEARING FOR COUNCIL BILL NO. 2017-274 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the Site of the First Major Lead Strike property as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located at which a tract of land 750 feet north of Broadway Street and 75 feet west of Murphy Boulevard, in the City of Joplin, Jasper County, Missouri

Mayor Pro Tem Stanley opened the Public Hearing.

No one appeared in favor of or in opposition to Council Bill No. 2017-274.

Mr. Shaw introduced Council Bill No. 2017-274. Motion by Mr. Shaw, second by Mr. McCreary that Council Bill No. 2017-274 be placed on First Reading and advanced to Second Reading and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: 1, Seibert. The Council Bill was read as Council Bill No. 2017-274.

PUBLIC HEARING FOR COUNCIL BILL NO. 2017-275 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating The Jackson Avenue Low Water Bridge as a Historic Landmark and include in a Historic Preservation Overlay District as described below.

Mayor Pro Tem opened the Public Hearing.

Roderick Harsh, 1200 N. Rangeline Rd, Joplin, appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Brown introduced Council Bill No. 2017-275. Motion by Mr. Brown, second by Mrs. Lewis that Council Bill No. 2017-275 be placed on First Reading and advanced to Second Reading and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: 1, Seibert. The Council Bill was read as Council Bill No. 2017-275.

PUBLIC HEARING FOR COUNCIL BILL NO. 2017-276 - AN ORDINANCE providing 27th Street between Picher and Bird Avenues – A request to vacate 425' of public right of way, more commonly known as 27th Street.

Mayor Pro Tem Stanley opened the Public Hearing.

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

The Public Hearing was closed.

Mr. West introduced Council Bill No. 2017-276. Motion by Mr. West, second by Mr. McCreary that Council Bill No. 2017-276 be stricken from the agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: 1, Seibert. Council Bill No. 2017-276 was Stricken.

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

Minutes of the September 18, 2017 Council Meeting

RESOLUTIONS

ORDINANCES – EMERGENCIES

Mr. Stinnett introduced COUNCIL BILL NO. 2017-008 - AN ORDINANCE approving and authorizing payment into the Circuit Court of Jasper County, Missouri, the amount of the Commissioners' Award and Commissioners' Fees in the case styled *City of Joplin v. Arizona Property, LLC et al.,* Case No. 17AO-CC00094, from the Capital Improvement Sales Tax Fund, Account 130-4555-530-8665, Project TS0605, to complete the acquisition of right-of-way across property located at 2902 Arizona Avenue, in Joplin, Jasper County, Missouri; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Shaw that Council Bill No. 2017-008 be passed on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: 1, Seibert. The Council Bill was declared adopted and entitled **Ordinance No. 2017-141**

Mr. West introduced COUNCIL BILL NO. 2017-009 - AN ORDINANCE electing John Podleski as Municipal Judge for the City of Joplin and approving an Agreement with John Podleski for Municipal Judge services; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. West, second by Mrs. Colbert-Kean that Council Bill No. 2017-009 be passed on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: 1, Seibert. The Council Bill was declared adopted and entitled **Ordinance No. 2017-142**

Mr. Shaw introduced COUNCIL BILL 2017-153 - AN ORDINANCE approving an amendment to a Lease Agreement with Alpha Air Center, LLC, in an amount not to exceed Nineteen Thousand Four Hundred Seventy and No/100 Dollars ($19,470.00) for an additional 4,338 square feet of lease space through the duration of the original lease; authorizing the City Manager or his designee to execute the

same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Brown that Council Bill No. 2017-153 be passed on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: 1, Seibert. The Council Bill was declared adopted and entitled **Ordinance No. 2017-143**

Mr. Stinnett introduced COUNCIL BILL 2017-154 - AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Joplin Roofing for the purpose of repairing the GA terminal building roof at the Joplin Regional Airport for the not to exceed price of One Hundred Five Thousand and 00/100 Dollars ($105,000.00); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016; and, containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Shaw that Council Bill No. 2017-154 be passed on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: 1, Seibert. The Council Bill was declared adopted and entitled **Ordinance No. 2017-144**

Mr. West introduced COUNCIL BILL 2017-155 - AN ORDINANCE approving a 5 year car rental concession agreement with Carco Capital Corp dba Hertz Car Rental in an amount not to exceed the following monthly rental amounts, year 1 - $3,400.00, year 2 - $3,450.00, year 3 - $3,525.00, year 4 - $3,600.00 and year 5 - $3,675.00 to occupy space and conduct business in the commercial terminal at the Joplin Regional Airport; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. West, second by Mr. McCreary that Council Bill No. 2017-155 be passed on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: 1, Seibert. The Council Bill was declared adopted and entitled **Ordinance No. 2017-145**

Mr. Stinnett introduced COUNCIL BILL 2017-156 - AN ORDINANCE approving a 5 year car rental concession agreement with Bob's Rentals Inc. dba Avis Car Rental in an amount not to exceed the following monthly rental amounts, year 1 - $3,400.00, year 2 - $3,450.00, year 3 - $3,525.00, year 4 - $3,600.00 and year 5 - $3,675.00 to occupy space and conduct business in the commercial terminal at the Joplin Regional Airport; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Shaw that Council Bill No. 2017-156 be passed on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: 1, Seibert. The Council Bill was declared adopted and entitled **Ordinance No. 2017-146**

Mr. Shaw introduced COUNCIL BILL 2017-157 - AN ORDINANCE approving a Work Authorization with Olsson Associates dba Joplin Joint Engineering Team in the not to exceed amount of Fifty Thousand Eight Hundred and Forty-Six Dollars and no/Cents ($50,846.00) for design, right of way acquisition, and construction management for a street extension at 26th Street and McCoy Avenue funded through CDBG-DR; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. McCreary that Council Bill No. 2017-157 be passed on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: 1, Seibert. The Council Bill was declared adopted and entitled **Ordinance No. 2017-147**

Mr. Brown introduced COUNCIL BILL 2017-614 - AN ORDINANCE approving the Memorandum of Understanding and Lease Agreement by and between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area, for the lease of real estate located at 520 S. School Avenue; 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. Brown, second by Mr. West that Council Bill No. 2017-614 be passed on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: 1, Seibert. The Council Bill was declared adopted and entitled **Ordinance No. 2017-148**

ORDINANCES – FIRST READING

ORDINANCES – SECOND AND THIRD READING

Mr. Brown introduced Council Bill No. 2017-007 - AN ORDINANCE approving a Memorandum of Understanding (MOU) And Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Connect2Culture, a Missouri Not-For-Profit Corporation, dealing generally with the transfer of the Memorial Hall Parking Lot by the City of Joplin to Connect2Culture for the purpose of constructing a Joplin Arts & Entertainment Center; authorizing the City Manager to execute said Memorandum of Understanding (MOU) And Agreement, and such other documents as may be necessary to complete the conveyance, by and on behalf of the City of Joplin, Missouri. Motion by Mr. Brown, second by Ms. Colbert-Kean that Council Bill No. 2017-272 be passed on Second Reading, advanced to Third Reading and passed. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stanley, 6. Nays: Stinnett, West, 2. Absent: 1, Seibert. The Council Bill was declared adopted and entitled **Ordinance No. 2017-149**

UNFINISHED BUSINESS

NEW BUSINESS: News from the PIO

It's just a few days away from the City's annual Auction. It will be held at 9 a.m. on Saturday, October 7 in the Street Maintenance Barn located northwest of the Public Works Center, on West 2nd Street. The list of auction items is posted on the City of Joplin's website, www.joplinmo.org/auctionlist. Merchandise can also be viewed from 1 to 4 p.m. on Friday, October 6, and from 8 to 9 on Saturday, October 7, prior to the start of the auction.

Joplin History and Mineral Museum is hosting a Chautauqua on October 13 and 14 for citizens to learn more about Thomas Hart Benton, the artist behind the famous mural that is displayed in Joplin's City Hall. This event offers several options, including an event on Friday evening, and a mural and historic tour offered twice on Saturday and "An evening with Benton" at 7 p.m. on Saturday to close the program.

During a Chautauqua performance, the actors dress and portray the characteristics of the person they are representing while they share stories. Visit the Joplin History and Mineral Museum website to receive more details or purchase tickets, at Joplin-museum.org

On Tuesday, October 17, the opioid epidemic will be the focus during the Southwest Missouri Opioid Crisis Summit to unite state leaders with our community as we learn more about this crisis and discuss potential solutions for intervention. The Summit will be held from 8:30 a.m. to 12:30 p.m. at Missouri

Southern State University. There is no charge for attendance, and everyone is welcome. Pre-registration is required, because seating is limited. To register, go to www.onejoplin.com or call 417-624-0153

Additional Auction Items List: Mayor Pro Tem Stanley asked for action on the list of the additional auction items for the upcoming city surplus auction. Motion by Mr. West, second by Mr. McCreary to approve the list. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Seibert, 1.

Mr. Shaw acknowledged Mike McDaniel who was the city's arborist and recently accepted a position with the City of Springfield, MO. Mr. Shaw stated Mike was an outstanding individual and thanked Mike for a job well job and wished him Godspeed in his new job.

Mr. Shaw congratulated the Sarcoxie Archery team for winning the National Archery competition and placing Third in the International Competition.

Mr. Brown commended the road crews for the wonderful job and completion of the road improvements in his neighborhood.

Mr. West also commended the street crews for a job well done.

Mr. McCreary asked Parks Director Bloomberg to recap all the events held over the weekend, including the Mother Road Marathon, softball games at Wendell Redden Stadium with the new turf, high school baseball, soccer games at the athletic complex and Frisbee Golf at McClelland Park. Paul said it was a busy and successful weekend.

Mayor Pro Tem Stanley stated an odor issue had been brought to the city's attention. He asked City Manager Anselm to address this. Sam stated there is a form on-line that he's encouraging residents to use to zero in on the cause of the odor. He stated the more data they can gather, the more successful they could be in pinpointing the cause of the odor. Sam will be working with the city Health Dept. and city attorney to address the laws and ordinances related to this issue.

Mayor Pro Tem Stanley announced there will be a council work session next Monday, October 9, to discuss the Main Street Striping Project and Street Resurfacing Schedules.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2016, more specifically for discussion of applicants for the Municipal Judge position. 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 second by Mr. Shaw, Second by Mr. Brown to go into closed session. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Seibert, 1.

The meeting adjourned at 8:45 p.m.

Respectfully,

Barbara J. Gollhofer

Barbara J. Gollhofer, Assistant City Clerk

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES October 9, 2017

Mayor Seibert called the Special Meeting to order.

City Clerk Barbara Hogelin read the invocation.

Mr. McCreary led the Pledge of Allegiance to the United States of America.

City Clerk Barbara Hogelin read the Special Call.

Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a special meeting after the Joplin City Council Work Session on Monday, October 9, 2017, in the 5th Floor Council Chambers, 602 S. Main Street, for the purpose listed below.

ROLL CALL: PRESENT: Taylor Brown, Melodee Colbert-Kean, Dan McCreary, Michael Seibert, Ryan Stanley, Gary Shaw, Phil Stinnett and Jim West. Also in attendance were City Attorney Peter Edwards and City Manager Sam Anselm. Absent: 1, Miranda Lewis. Motion by Mr. Shaw, second by Mr. Stanley to excuse Mrs. Lewis, motion carried 8-0-1.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2016, more specifically for the purpose of interviewing applicants for the Municipal Judge position. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Stanley, second by Mr. Shaw, to go in to closed session. Voting in favor were Council Members: Brown, Colbert-Kean, McCreary, Shaw, Seibert, Stanley, Stinnett, and West, 8. Nays: 0. Absent: 1, Lewis.

Meeting adjourned at 8:34 p.m.

Respectfully,

Barbara L Hogelin

Barbara Hogelin, MMC/MPCC
City Clerk

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: October 16, 2017
ITEM: Council Bill No. 2017-010 appointing three (3) new Board of Director Members for the Hope Valley Community Improvement District (CID), for a term of four (4) years.

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Council Bill No. 2017-010

DEPARTMENT HEAD:	Peter C. Edwards	**DATE:**
CITY MANAGER:	Sam Anselm	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**

INTRODUCTION:

This Council Bill authorizes and approves the appointment of three (3) new Board of Director Members for the Hope Valley Community Improvement District (CID), for a term of four (4) years, to replace the three Board Members whose terms have expired.

DISCUSSION:

On April 6, 2015, the City Council passed Ordinance No. 2015-052 approving the Petition to Establish the Hope Valley Community Improvement District and created the Hope Valley Community Improvement District (CID). That Petition specified that the Hope Valley CID should be governed by a Board of Directors consisting of five (5) members, to be appointed by the Mayor with the consent of the City Council.

It is now 2017 and the two (2) year term of three (3) original members of the Board of Directors (Tim O'Reilly, Justine Postorino, Richard Joseph, Jr.) has expired necessitating the need for the appointment of three (3) replacement Board Members with Council consent, to the Hope Valley Community Improvement District (CID).

This Council Bill asks for the Council to appoint:

1) Charles Genisio, a local attorney;
2) Brandon Davis, a local CPA; and,
3) Brian Christmas, a local business owner.

RECOMMENDATION:

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

PCE:ab
attachments

COUNCIL BILL NO. 2017-010 ORDINANCE NO.

AN ORDINANCE appointing three (3) new Board of Director Members for the Hope Valley Community Improvement District (CID), for a term of four (4) years, to replace the three Board Members whose terms have expired; authorizing the Mayor with Council consent to appoint said Board Members by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

WHEREAS, on April 6, 2015, the City Council approved the Petition to Establish the Hope Valley Community Improvement District and created the Hope Valley Community Improvement District (CID) by passing Ordinance No. 2015-052; and,

WHEREAS, the Petition for the Hope Valley CID set out that the District should be governed by a Board of Directors consisting of five (5) members, appointed by the Mayor with the consent of the City Council; and,

WHEREAS, the two (2) year term of three (3) original members of the Board of Directors (Tim O'Reilly, Justine Postorino, Richard Joseph, Jr.) has now expired creating the necessity for the Mayor to appoint three (3) replacement Board Members with the consent of the City Council, to the Hope Valley Community Improvement District (CID).

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

Section 1. That the Mayor hereby appoints, and the Council consents to said appointments, the following three (3) individuals to serve on the Board of Directors of the Hope Valley CID, for a term of four (4) years commencing October 17, 2017, and continuing until October 17, 2021:

1) Charles Genisio, a local attorney;
2) Brandon Davis, a local CPA; and,
3) Brian Christmas, a local business owner.

Section 2. That this Ordinance is declared by the City Council to be an emergency within the meaning of Section 2.12(6) OF THE HOME RULE CHARTER of the City of Joplin, Missouri, in that said Ordinance deals with the Hope Valley CID (public improvements in a development) and as such shall become effective immediately upon its passage.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 16, 2017
Council Bill No. 2017-158

Item: Approval of a contract with G&G Construction, for Installation and Construction of two Grit Augers and Troughs at the Turkey Creek Wastewater Treatment Plant.

Originating Department: Public Works – Operations

Attachments: 1) Council Bill No. 2017-158
2) Agreement with G&G Construction
3) Bid tabulation

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

Recommended Action: Approval of a contract with G&G Construction in the not to exceed amount of $110,817.00 for installation and construction of two grit augers and troughs at the Turkey Creek Wastewater Treatment Facility.

Background: Part of the treatment process at the Turkey Creek Wastewater Treatment Plant are the grit augers. They separate the grit from the water and it settles into clarifiers and into troughs. This waste is disposed of at the landfills. This is one of the first procedures during the treatment process. The plant currently has three grit augers in operation. The life expectancy of this type of equipment is 10 years; this type of equipment has to be periodically replaced to ensure proper wastewater treatment and removal of inorganic grit. The original Engineering estimate for the project was $125,000.00 and this work will be funded from the Sanitary Sewer Fund project that was approved in the FY 2016-2017 Budget.

Discussion: This project was advertised per city procurement procedures, staff received four qualified bids. G&G Construction was the lowest bidder and selected to provide the installation of the two Grit Augers and troughs; to accomplish this replacement and maintenance project. The scope of work will include the removal of two of the grit augers and troughs before they start the installation of the new equipment.

Recommendation: City staff recommends approval of the agreement with G&G Construction for the not to exceed amount of $110,817.00 for installation and construction services for the grit augers at the Turkey Creek Wastewater Treatment Facility be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

7231 East 24th Street | Joplin, MO | 417.680.7200
Dean A. Willis, P.E., President

Tabulation of Bids

Turkey Creek WWTP – Grit Auger Repairs | Joplin, MO | October 04, 2017 @ 10 am

Branco Enterprises, Inc. Neosho, MO	$ 160,000.-
Crews Construction, Inc. Neosho, MO	$ 130,500.-
G & G Construction Co., Inc. Carthage, MO	$ 110,817.-
McClanahan Construction Company Rogersville, MO	$ 139,000.-
Engineer's Estimate	$ 125,000.-
	$
	$

October 4, 2017

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: G&G Construction Company, Inc. Address: P.O. Box 863 Carthage, Missouri 64836	
Attention:		Attention:	
Department: Public Works		Phone: (417) 358-7898	Fax: (417) 358-7699
Phone:	Fax:		

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

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

TURKEY CREEK WWTP – GRIT AUGER REPAIRS

The City and Contractor agree to the following:

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

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

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

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

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

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

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

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

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

Employer's Liability……. $1,000,000.00

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

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

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

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Hundred Ten Thousand Eight Hundred Seventeen & 00/100 ($110,817.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (10-13-2015 Revised Edition)
e. General Conditions & Provisions
f. Supplemental General Conditions
g. Special Conditions & Provisions
h. Proposal/ Bid Document (to be attached to Contract for execution)
i. Statement of Bidder's Qualifications
j. Acknowledgment of Addenda

k. Performance Bond
l. Payment and Material Bond
m. Instruction to Bidders
n. Anti-Collusion Statement
o. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Ten Thousand, Eight Hundred Seventeen & 00/100 Dollars ($110,817.00), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the

date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

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

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

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

26. 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 Contractor shall take appropriate steps to assure compliance.

27. 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 Contractor shall take appropriate steps to assure compliance.

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____

Printed Name: _____

Title: _____

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

By: _____

David Hertzberg, Public Works Director

COUNCIL BILL NO. 2017-158 ORDINANCE NO.

AN ORDINANCE approving a contract with G&G Construction in the not to exceed amount of One Hundred Ten Thousand, Eight Hundred Seventeen and No/100 Dollars ($110,817.00) for construction and installation of two grit augers and troughs for the Turkey Creek Wastewater Treatment Facility authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the contract with G&G Construction in the not to exceed amount of One Hundred Ten Thousand, Eight Hundred Seventeen and No/100 Dollars ($110,817.00) for construction and installation of two grit augers and troughs for the Turkey Creek Wastewater Treatment Facility in the City of Joplin; a true and accurate copy of said contract being attached hereto and incorporated be the same is hereby approved.

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

Section 3. Upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Sanitary Sewer Fund No, 415-4541-540-8015.

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

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

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2017-158

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

_____

Leslie Haase, Director of Finance

BID FORM

TO: City of Joplin
Attention: Public Works
602 S. Main St.
Joplin, Missouri 64801

FROM:

Midwest Vac Products LLC
(Name of Bidder)
7627 Richter Rd., Mascoutah IL 62258
(Address of Bidder)
anthony@midwestvacproducts.com
(Email Address of Bidder)
(618) 566-3003
(Phone Number of Bidder)

2017 Camera Van and Equipment
Bid Number: 2017-010

The Bidder further declares that they have examined the specifications, documents and informed themselves fully in regard to all conditions pertaining to this bid.

All equipment shall comply with the bid document specifications. Of which, but are not limited to manufacture recommendation.

Total Base Bid

Base Bid: $ 310,148.00
Rental charges in warranty period: $ 0.00
Rental charges outside of warranty period:$ 0.00
Delivery Date: 120 DAYS FROM NOTICE TO PROCEED

Alternate #1: $322,560.00 Base bid + Alt #1
Alternate #2: $5,625.00

References: (See attached)

By signing this document, bidder represents they have read and clearly understand the bidding documents and have the authority to enter into this agreement.

(SEAL – if by corporation)

Respectfully submitted by

Midwest Vac Products LLC
(Business Name)

7627 Richter Rd., Mascoutah IL 62258
(Business Address)

Date September 28, 2017

By Anthony C Terveer
Anthony Terveer

Title Outside Salesman

CITY OF JOPLIN
JOPLIN, MO

2017-RFP-010

REQUEST FOR PROPOSAL
CAMERA TRUCK

SEPTEMBER 2017

Prepared by:

Lynden Lawson
Assistant Director of Public Works
City Hall, 602 S. Main
Joplin, MO 64801
(417) 624-0820 ext. 560

CITY OF JOPLIN
TERMS AND CONDITIONS
REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

a. **Amendment** means a written, official modification to an RFP or to a contract.

b. **Attachment** applies to all forms, which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.

c. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the physical receipt of sealed bids by the Department in its office.

d. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

e. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.

f. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.

g. **Exhibit** applies to forms, which are included with an RFP for the offeror to complete and return with the sealed proposal prior to the specified opening date and time.

h. **Request For Proposal (RFP)** means the solicitation document issued by the Public Works Department to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.

i. **May** means that a certain feature, component or action is permissible, but not required as long as Offerors have an alternative or a delineation for that line item.

j. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.

k. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and /or services required in the RFP. The pricing pages must be completed and returned by the offeror with the proposal prior to the specified proposal opening date and time.

l. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri.

m. **Shall** has the same meaning as the word must.

n. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Public Works Department if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive procurement process, etc., must be directed to the Public Works Department as indicated on the first page of the RFP. Such communication should be received at least seven calendar days prior to the official proposal opening date of 29 September 2017.

Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received by the Public Works Department less than seven calendar days prior to the RFP opening date may not be answered.

b. Offerors are cautioned that the only official position of the City of Joplin is that position which is stated in writing and issued by the Public Works Department in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

c. During the bidding process all vendors must contact the Assistant Director of Public Works for Operations, 417-624-0820 ext. 560 for any questions or clarifications of information contained in this RFP by 22 September 2017. Vendors are required to refrain from contacting any City employee concerning this RFP, during the course of the bidding process.

d. Submitters shall not contact anyone from the city after the submittal date until the city sends out results of the selection. This procedure is in place to insure a fair and impartial process during the evaluation period.

e. The City of Joplin monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anti-competitive conduct by offerors, which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

f. The RFP is mailed to potential offerors at the current address maintained on the vendor registration file in the Public Works Department. If any portion of the address is incorrect, the bidder must notify the Public Works Department in writing upon receipt of the document. Any subsequent amendment to an RFP shall be mailed to the same address as the original RFP unless otherwise notified.

g. The Public Works Department reserves the right to officially modify or cancel an RFP after issuance. Such a modification shall be identified as an amendment.

3. PREPARATION OF PROPOSALS

a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.

b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements unless proposal is accompanied by a delineation letter stating importance of specifications. All proposals must meet or exceed the stated specifications and requirements.

c. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

4. SUBMISSION OF PROPOSALS

Sealed Formal Proposals - ($15,000 and Over)

a. A proposal submitted by an offeror must (1) be signed by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand delivered (not faxed) to the Public Works Department and officially clocked in no later than the exact opening time and date specified in the RFP.

b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope.

c. A proposal may only be modified or withdrawn by signed, written notice, which has been received by the Public Works Department prior to the official opening date and time specified. A proposal may also be withdrawn or modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic request to withdraw or modify a proposal shall not be honored.

d. Offerors must sign and return the RFP cover page in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so shall result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

5. FACSIMILE DOCUMENTS - SEALED FORMAL PROPOSALS

All responses to sealed RFP's and amendments to sealed RFP's, including "no bid" responses and requests to modify a proposal, must be delivered to the Public Works Department in a sealed envelope or container. Submission by unsealed facsimile, telegram or telephone is not acceptable. However, sealed proposals containing faxed pages are acceptable. In addition, requests to withdraw proposals may be submitted by facsimile but must be received by the Public Works Department prior to the official opening date and time specified.

6. SEALED FORMAL PROPOSAL OPENING

a. Sealed formal proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the offerors shall be read at the proposal opening. The contents of the proposals shall not be disclosed.

b. It is the offeror's responsibility to ensure that the proposal is delivered by the official opening date and time to the Public Works Department.

c. Proposals, which are not received by the Public Work Department prior to the official opening date and time, shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the offeror. Late proposals shall not be opened.

7. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the Public Works Department before contract award. Upon discovering an apparent clerical error, the Public Works Department shall contact the offeror and request written clarification of the intended proposal. The corrections shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

b. Any pricing information submitted by an offeror but not reflected on the pricing page shall be subject to evaluation if deemed by the Public Works Department to be in the best interests of the City of Joplin.

c. Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP.

e. In the event all offerors fail to meet the same mandatory requirement in an RFP, the Public Works Department reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the Public Works Department reserves the right to waive any minor irregularity or technicality found in any individual proposal.

f. When evaluating a proposal, the City of Joplin reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from an offeror's references, or from any other source. The City reserves the right to accept or reject any and all proposals.

g. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.

h. Any award of a contract shall be made by written notification from the Public Works Director to the successful offeror. The Public Works Department reserves the right to make awards by item, group of items, all or none, or a combination thereof, with one or more suppliers.

i. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.

j. The Public Works Department reserves the right to request written clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

8. CONTRACT/PURCHASE ORDER

a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. A binding contract shall consist of: (1) the RFP and any amendments thereto, (2) the contractor's response (proposal) to the RFP, and (3) Public Works Department's acceptance of the response (proposal) by "Notice of Award" (for ongoing provision of equipment, supplies, and/or services) or by "purchase order."

c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the City of Joplin or by a purchase order change order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment/change order to the contract.

e. Offerors may submit more than one (1) bid for different equipment that they possess in their inventory.

9. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Public Works Department.

c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

10. CONFLICT OF INTEREST

a. Officials and employees of the City of Joplin, its governing body, or any other public officials of the State of Missouri must comply with provisions of the Joplin City Code as well as Sections 105.452 and 105.454 RSMo regarding conflict of interest.

b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships, which would create any actual or perceived conflict of interest. The contractor further agrees

that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships, which create such a conflict.

11. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the City of Joplin of any existing or future right and/or remedy available by law in the event of any claim by the City of Joplin of the contractor's default or breach of contract.

b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the City of Joplin of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the City of Joplin.

12. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the Public Works Department may cancel the contract. At its sole discretion, the Public Works Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the Public Works Department within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Public Works Director will issue a notice of cancellation terminating the contract immediately.

c. If the Public Works Department cancels the contract for breach, the Public Works Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.

13. COMMUNICATIONS AND NOTICES

Any written notice to the contractor shall be deemed sufficient when deposited in the Unites States mail postage prepaid, transmitted by facsimile, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

14. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program, which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

b. The identification of a person designated to handle affirmative action;

c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

d. The exclusion of discrimination from all collective bargaining agreements; and,

e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning. If discrimination by a contractor is found to exist, the Public Works Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all offeror's lists issued by the Public Works Department until corrective action by the contractor is made and ensured, and referral to the attorney General's Office, whichever enforcement action may be deemed most appropriate.

15. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provision of the Americans with Disabilities Act. (ADA).

16. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

INTRODUCTION AND GENERAL INFORMATION

1. INTRODUCTION

1.1 The City of Joplin, Missouri, is seeking proposals for the purchase of a Camera Van/truck. This bid will be a lump sum and include the Van/truck, options, equipment preparation, manufacturing and delivery of the vehicle and camera system fully capable with lateral launch capability. The city has listed items below required for this contract. It is the intent of this RFP not to be exclusive, but to be more inclusive of companies submitting their own designs, diagrams, specifications, schematics, diagrams, warranty, training and costs so that the evaluators can look at all of the submittals to make the best decision in the interest for the City of Joplin. The submittals are requested for a vehicle, camera system with vertical launch capabilities, tractor conveyance system for sewer navigation and abilities.

1.2 The city requests each of the proposals to include 5 copies for the evaluators for the bid, a schematic of the design, a diagram, repair schedule, equipment replacement if the camera is down during the warranty period, and a minimum of a three-year warranty on the camera equipment and normal warranty from the vehicle manufacture. Together with the terms and conditions to be stipulated in the general contract forms, now adopted by the City of Joplin, as advertised to be let on 29th day of September, 2017 at 10:00 a.m. at the following prices to-wit:

2. QUALIFICATIONS

2.1 To qualify as a vendor for furnishing a camera truck:

2.1.1 Materials and Workmanship: The proposer must have furnished equipment that perform sewer camera works in sewer collection systems, and has a lateral launch capability for the camera. All equipment, materials, parts and workmanship are required to be furnished, shall be of the highest grade in accordance with modern practice and/or by manufacturers' recommendations as to not void any manufacturer's warranty. The equipment supplied will be new and un-used, except for necessary testing, calibration, and transportation.

2.1.2 References: The proposer must provide three (3) references within the last two years and contact information of municipalities that the company has provided sewer camera and trucks. The equipment to be furnished will be the product of a qualified manufacturer that is regularly engaged in the manufacture and supply of the equipment. A qualified firm will be defined to mean one, which has manufactured and sold at least ten (10) or more of the specified units during the past five (5) years.

2.1.3 Warranty and Service Manuals: The Contractor must provide bumper to bumper and powertrain warranty for camera equipment for a minimum three (3) year period as part of this contract with two (2) Operator manuals and two (2) Service Manuals from the date of delivery. The manufactures and or contractor's standard warranty or guarantee on new equipment will cover all items furnished in accordance with the specification. The Service Manuals will be hard copies that describe in detail the proper operation and maintenance of the equipment furnished under the contract. Electronic copies shall be provided reflecting the material within the hard copy manuals. The manuals will contain current and complete parts for re-ordering, and the equipment actually furnished under this contract will be highlighted to identify the exact part and model numbers for each component.

2.1.4 Parts and Service: To best serve the requirements of the Owner, it is the intent of these specifications to secure equipment, which can be properly maintained and serviced without the necessity of stocking an expensive parts inventory or being subjected to long periods of interrupted service due to lack of spare parts. All Bidders submitting proposals must have available at least one (1)-factory parts and service center within the United States. These centers will be staffed with full-

time technical, as well as order and shipping personnel, during regular business hours and days. These factory centers must have toll-free telephone service and be convenient to airfreight, bus, or overnight parcel service. The Bidder will list the nearest factory part and service location, plus any other pertinent information requested, such as number of employees, hours of operation, and asset value of camera related inventory held on site

2.1.5 Electronic Equipment Loaner Policy: The Bidder will maintain rental and/or loaner electronic equipment at service center if unable to repair and have ready to return any component of the system within one (1) week of receipt from the purchaser. The service center will have available a rental or loaner component for immediate shipment. The Bidder will indicate whether a rental charge applies for this equipment and service both during and after warranty. A written policy of the rental practices shall be included with the bid. There should be a statement showing what the Offerors policy is on repairing parts and performing service, such as, "Eighty five percent of service and repair should be completed within 48 hours of the company receiving the equipment."

2.1.6 The City reserves the right to reject any RFP after review, based upon collateral evaluation, and existing market. The City reserves the right to rescind the appointment of Contractor should the relationship become unsatisfactory. This may require a majority vote of the City Council. Exceptions to the component list and specification requirements, or failure to submit requested information will be considered sufficient cause for rejection of the proposal. The specifications describe the components and /or system that are necessary to meet the performance requirement of the Owner. Alternate Bids must meet the intent of the specifications, and any deviations to the specification will be clearly communicated in written form the delineation and the specification that was delineated from. **This shall be included with the bid.**

2.1.7 Information to be furnished by Bidder: Each Bidder will furnish the information listed in the General Notice at the time the Bid is submitted. Failure to include all required information may be cause for rejection of the Bid (Proposal)

2.1.8 Pre-Contract Demonstration of the Equipment: The Owner will have the right to have each Bidder (Contractor), demonstrate the exact equipment that will be supplied within in two (2) weeks after notification following the opening of Bids. **Failure to demonstrate the exact equipment may be just cause for disqualification of the proposal.**

2.1.9 Training: The Contractor/Manufacturer will fully instruct the Owners personnel in the operation and maintenance of the equipment furnished, after delivery, at no additional cost to the Owner. The instruction period will be sufficient duration (minimum two (2) days) to fully familiarize the Owners operating personnel with all elements of the equipment, and the appropriate maintenance of the equipment and related parts. This instruction and testing will be conducted by trained personnel of the Contractor/Manufacturer and will include full instruction in equipment operation, field procedures, use of office software, and techniques of use, maintenance, troubleshooting, record keeping and logging of field information. Any follow up training that is offered three (3); six (6) and nine (9) months after the initial training conducted. Itinerary should also include: Learning Objectives; Training Plan; and Lesson Plans.

2.1.10 Payment to the Contractor: Full payment under this contract will be made by the Owner in a single, lump sum payment within thirty (30) calendar days after the successful completion of all contract requirements by the Contractor. The contract requirement will include the required furnishing, installation, and demonstration of the equipment and accessories as specified herein, including the furnishing of the required training and service manuals, and the vehicle title.

2.1.11 Time of Contract Completion: The Contractor will furnish, install, deliver, and successfully demonstrate all equipment as specified herein; provide the required training; and provide the required service manuals within one hundred and twenty (120) calendar days after issuance of Notice to Proceed.

2.1.12 Note: City reserves the right to substantially add or delete from contract.

2.1.13 In the event of the failure of the undersigned to enter into such contract within fifteen (15) days of the award, then the deposit or certified check of five percent (5%) of the total bid amount as surety is therefore forfeited to the City of Joplin

3. PROCEDURAL INSTRUCTIONS:

3.1 A detailed list of components required is included and is the basis on which the Contractors proposal is made. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all inspection systems bid will be compared. Delineations from the specifications shall be included with the bid and is the responsibility of the bidder to communicate in written form the delineation/s and the specification that it delineate/s from.

3.2 It is required that the proposal be completed in its entirety.

3.3 If a service cannot be met by a proposer, then the term "No Proposal" should be entered on the Proposal Form for that specific requirement. Equivalent alternative proposals will be considered.

3.4 Proposals must be submitted in a sealed envelope or package bearing the title "City of Joplin, Camera Truck, "2017-RFP-010" along with the proposer's name and address. The proposer shall return five (5) copies of completed proposal forms and other required information to Lynden Lawson, Assistant Director of Public Works-Operations, City of Joplin, 602 South Main Street, Joplin, MO 64801, no later than 10am on Friday, September 29th, 2017. It is the responsibility of the proposer to ensure that the proposal arrives on time at the correct location. The proposal must be valid for a period of 60 days from the date of receipt by the Assistant Director of Public Works-Operations.

3.5 All proposals and information included therein or attached thereto submitted in response to this RFP shall become public record upon proposal opening and will be available for review upon request.

3.6 The Assistant Director of Public Works-Operations office shall be the only contact for any or all aspects of this RFP. Questions should be directed to Lynden Lawson, Assistant Director of Public Works-Operations, at e-mail address: LLawson@joplinmo.org. Questions should be by email for the record after the RFP is published.

3.7 The City reserves the right to reject any or all proposals, to waive any non-material irregularities or informalities in any RFP, and to accept or reject any item or combination of items.

3.8 If the Contractor does not execute an agreement within ten (10) working days of Council passage of a resolution awarding contract, the City may give notice to the Contractor of the City's intent to select the next most qualified "proposing contractor" or call for new proposals, whichever the Assistant Director of Public Works-Operations deems appropriate.

4. SELECTION PROCESS AND EVALUATION PROCESS:

4.1 The City will grade the proposals by:

i. Cost 40%.

ii. Specifications of Camera and Lateral Launch systems 40%

iii. Warranty (to include service & parts replacements) 10%.

iv. References 5%.

v. Training 5%.

5. SPECIFICATIONS:

Van/Truck containing three (3) separate compartments that consist of: Cab compartment with driver and passenger seats. Internal workstation compartment and equipment compartment. Mounted Mainline TV Inspection System for the inspection of 6" and larger sanitary and storm sewers. To include Lateral Launch Camera System capabilities from the platform.

Vehicle, Camera System and Software Package

5.1 Pan & Tilt Zoom Camera (Color)

- Camera must have pan & tilt function with motorized controls to allow the operator to change the viewing angle from the camera controller.
- Camera should have at minimum 100x zoom comprised of a 10x optical and 4x digital zoom.
- Camera must have at minimum color standard with 4x light integration
- Camera shall have automatic focus that will focus to the pipe, also manual controller abilities.
- Camera shall have automatic iris and manual iris that adjust light sensitivity based on pipeline conditions.
- Must be a solid state color sewer TV camera.
- The camera housing must be pressurized to a minimum of 1 bar to avoid water damage to internal components/equipment. A low-pressure situation will alert the operator with an audible tone or text message on the camera controller's diagnostic display.
- Camera should have built-in LED lights to illuminate the interior of the pipeline for 6" through 60" lines.
- Camera rotation must be controllable
- Camera shall have a zero (home) position where the camera views straight ahead and the upright picture control automatically enables
- Camera housing must be cylindrical in design with long radius edges and no protruding surfaces to catch on during operations.
- All fasteners used on the camera must be recessed so that there is no protruding fasteners to catch during operations
- Camera should provide a clock position graphical overlay on screen to provide information on viewing angle.
- Camera should have a pipe size overlay to measure pipe diameter sizes.
- Camera light housing must be constructed of high strength material
- Camera lens should have protective front window
- All electronic PCBs shall be connected to one another without the need of soldering for ease of service and repair. No Scotch cast kit.
- A tool and spares kit, protective connector cap, and watertight plastic storage transport case must be provided.

5.2 Manhole top roller assembly.

5.3 Manhole adapter claw hook

5.4 At least Four 6' Retrieval/Downhole Pole Assembly or equivalent because deepest manhole is 25' deep.

5.5 Invert roller assembly

5.6 Retrieval Hook

5.7 Multi conductor TV only tool kit (equivalent)

- Milliamp meter Tool
- Electrical Tape
- Needle Nose Pliers
- Six-In-One Screwdriver
- 6" Adjustable Wrench
- Anti-Seize Grease

- 9-Piece Allen Wrench kit
- Solder Iron Kit
- Industrial Pliers
- 5/32 T-Handle Hex Wrench
- Multi Conductor TV Only Operation Manual
- Parts Catalog
- Cable Repair Kit DVD
- TV Only Training DVD

5.8 2DAYS TRAINING, ON-SITE

- Please provide itinerary of training with RFP
- Refer to section 2.1.9

5.9 Rear-Viewing Camera (Color)

- Camera should have the ability to be installed to provide a rear view, from the camera tractor, allowing monitoring of the cable during retrieval.
- Camera shall be constructed to install quickly in-between the mainline camera cable and the rear connector of the camera tractor.
- Camera body shall be made without sharp edges to prevent catching on debris and pipeline features.
- Camera body should be coated to prevent corrosion.
- Camera body shall be manufactured out of non-corrosive materials such as stainless steel and aluminum.
- The system shall have the ability to automatically switch the displayed video to the rear view when the system moves backward.

5.10 Lateral Launch Camera

- Ability to access residential and commercial lateral sewer lines
- Pan, Tilt and Zoom Camera (Color) (Lateral Camera)
- Camera must have pan, tilt and zoom function with motorized controls to allow the operator to change the viewing angle and camera zoom from the camera controller.
- Push rod for lateral inspection operation including both lateral launch and hand push reel
- Camera shall have at least a digital 3x zoom for looking up into laterals and focusing on distant objects within the pipeline.
- Camera shall have automatic iris that adjusts with light sensitivity.
- The camera housing must be pressurized to a minimum of 1 bar to avoid moisture.
- A low-pressure situation will alert the operator with an audible tone or text message on the camera display.
- Camera shall have built-in LED lights to illuminate the interior of the pipeline.
- Camera must have an integrated single laser that allows for measurement with use 3rd party software.
- All fasteners used on the camera must be recessed so that no protruding fasteners to catch during operations.
- Camera should display viewing direction on screen while operating.
- Camera lens should have a protective front window
- A tool and spares kit, and storage transport case must be provided.

Lateral Launch Attachment (or equivalent)

- Lateral launch attachment shall attach to the mainline crawler chassis for operation in lateral launch applications.

- The launching positioner shall have rotation and tilt controlled via a joystick on the Remote Control Station.
- The lateral launch system and positioner housing must be pressurized to a minimum of 1 bar to avoid water damage. A low-pressure situation will alert the operator with an audible tone or text message on the camera controller's diagnostic display.

- The launching drive mechanism must have an integrated distance measuring device to measure the paid out push rod into each lateral. The distance must be able to be displayed on screen and through the serial port for software integration.
- All fasteners must be manufactured from a non-corrosive material such as stainless steel or aluminum.
- A tool and spares kit must be provided for maintenance of the tractor.

5.11 Robotic Tractor (Medium)

- Tractor must be able to operate in a minimum 6" diameter pipeline with enough clearance to negotiate offsets and debris.
- Tractor should be designed utilizing wheels / tires as it's mode of propulsion. Traks may be added to bid, but should not replace wheel configuration,
- Tractor must have continuously adjustable speed with speed set.
- The base module must be removable through utilization of a recessed connector.
- Tractor must have the ability to remove the base module and have the ability to add a lateral launching module to convert the tractor to a fully operational lateral launch robot.
- Tractor must have anti tilt compensation that will automatically steer the tractor so that it does not ride up on the pipe wall and capsize.
- Tractor body must be manufactured non-corrosive materials such as brass, stainless steel, or aluminum to resist tarnishing and facilitate cleaning.
- All fasteners used on the tractor must be recessed so that no protruding fasteners catch during operations
- The tractor may be outfitted with an inclinometer module to monitor and log the pitch and roll of the tractor in the pipeline.
- A tool and spares kit must be provided for maintenance of the tractor.

5.12 Power Supply / Controller (or equivalent)

- Power supply controller shall be rack mount design with remote control station and keyboard handling camera power and controls, tractor power and controls, text generation, diagnostics, and cable winch controls. Camera systems that require more than one mounted component may be deemed unacceptable.
- Remote Control Station must have a minimum 6" diagonal, full-color adaptive touch screen for selecting options and controlling system functions.
- Remote Control Station shall allow for adjustment of brightness / intensity of both auxiliary light rings and camera lights, as well as be able to switch off individual light banks on the auxiliary lighthead.
- Power supply controller must have a graphic-oriented display generator to allow the operator to type on-screen text, display distance counter, camera inclination, and display date and time.
- On-screen text must have a minimum of 16 lines of text with a minimum of 53 characters per line.
- The controller must be able to delete all text from the screen with the press of a single key.
- The power supply controller shall allow for a minimum of 10 color variations of overlay text to contrast on different backgrounds.
- The on-screen text generator must have a header field that will continuously display text at the desired location.
- The power supply controller shall allow the user to position each system field anywhere on the visible screen to prevent obstruction of view.
- The power supply controller must automatically identify which camera, tractor, and cable winch is connected to the system.
- The power supply controller must have a minimum of 1 composite video output, 1 S-Video output, and 1 composite video input.
- The power supply controller shall be able to operate push cameras, small and large tractors, and lateral launch systems should an upgrade be desired in the future.
- Camera pan & tilt operations, auto-home, iris, and focus must be operated from a multi-axis, multi-function joystick to be mounted in the desktop area. Camera rotation must be controlled by side-to-side movement of the joystick, tilting by up and down movement of the joystick and focus. Joystick functions should automatically change based on power supply controller's recognition of the attached tractor or camera.

- Remote Control Station must allow the operator the ability to electronically and remotely switch off and on the upright picture control of the camera head.
- When used with corresponding equipment, the power Remote Control Station must allow the operator the ability to electronically and remotely switch off and on the laser diodes, auto-focus, and control the zoom of the camera head.
- The Remote Control Station must allow the operator the ability to electronically and remotely switch off and on the automatic tilt compensation of the tractor.
- Remote Control Station must have an emergency stop button to remove all power to the downhole equipment.
- Power supply controller shall weigh no more than 10 lbs. for ease of installation and shipping.
- On-screen text entry and menu navigation shall be done on a standard QWERTY PS2/AT keyboard.
- The power supply controller shall have a master power switch.
- Power supply controller must have on-board help menus to aid in new user operation.
- The power supply controller should have a function to calibrate the tractor mounted inclination meter and have the ability to calibrate within a minimum of +/- 5%.
- On board AC power system dynamic inverter 3KW including on board power source rated for 3000 Watts of total power output.

5.13 Powered Cable Winch (1000 ft.) (or equivalent)

- It is preferred that the cable winch shall be stationary mounted and hold 1000 linear feet of camera cable.
- The cable winch must have an automatic level wind guide.
- The cable winch must have an electromagnetic clutch to engage and disengage the cable winch.
- The cable winch's clutch must be electronically switchable on and off using a push button switch with a LED status indicator light.
- There shall be a digital footage reader cable distance-measuring device built into the boom and integrated pulley.
- Cable winch must have an integrated traction-regulating device that ensures optimum performance of the tractor in all operating conditions. This system assists in paying out cable dependent on tractor speed.
- Cable winch must have an integrated lowering winch to lift, lower, and position the tractor from the truck into the manholes and structures.
- The cable winch's integrated lowering winch should be capable of lifting a minimum of 175 lbs.
- The cable winch should be equipped with an emergency brake that will lock the reel if power is lost.
- Emergency brake must be equipped with a manual over-ride and hand crank.
- Cable winch must have an emergency stop button to remove all power to the downhole equipment.
- Cable winch must have a foldable boom that will lock into position at various angles.
- The cable winch's foldable boom must be able to support a minimum of 175 lbs.
- Cable winch shall be constructed of light, high-strength powder coated aluminum

5.14 Pressure Test Kit

- A pressure test kit must be supplied to pressurize the camera and tractor components.
- The pressure test set must provide clean dehumidified air to the components.
- The pressure test set must have quick connect adapters to accommodate each component.
- The pressure test kit must have an air gauge and air relief valve set to 1 bar to prevent over pressurization.

5.15 Work Accessories

- System must include a cable deflection pulley to aid in cable entry into pipeline.
- Tractors must include a lowering hook with quick disconnect and have ease of operation during retrieval. Hook shall also have the ability to latch and lock onto steel reinforced latched fiberglass poles.
- A quantity of four 6 foot sectioned steel reinforced fiberglass poles with locking latches giving the ability to be connected together to obtain an approximate 24 foot long pole. Poles equivalent to product sold by Environmental products & Accessories.

5.16 Vehicle: 2018 Ford Transit or Sprinter Cargo Van 2500 High Roof (accessories or equivalent)

- Vehicle shall be supplied by the awarded bidder

- Specifications: Vehicle shall include listed specifications and where delineated it shall be clearly listed and submitted with the Bid.
- Exterior Paint: White
- Interior Upholstery: Gray Leather or Pleather
- Workspace Access Package: Step for Rear Wall Door, Assist Handles-Rear Door, Assist Handle-Left Rear Door, Assist Handle-Sliding Door, Light-Motion Sensor Load Compartment, Light-Load Compartment, Relay-Aux Battery Disconnect, Aux Battery-100AMP, 12V socket in luggage/cargo compartment.
- Standard, Options, and Accessory Features
- Audio 15 (Standard)
- Back Up Camera
- Battery - AGM 12 V/95 Ah deep cycle
- Body Work SCR
- Cargo Partition - none
- Deluxe rear springs for 8550 lbs. weight version
- High Idle - Preset
- I/P Hinged Lid-Center Stack Bin
- Insulation - Rear
- Keys - Two Additional Masters
- Parametric Special Module
- Rear Spring Vibration Absorbers
- Removal of Rear Door Badging
- Removal of Side Door Badging
- Seat - Front Passenger, Adjustable
- Side Wall Paneling - durable honeycomb plastic
- Sliding Door - Right side
- Storage Slot at Front U/ Roof liner
- Suspension with Heavy Duty Front & Rear Stabilizer
- Window Glass - Tinted
- Wood Floor Delete
- Stabilizer Bar-Rear
- Stabilizer Bar - Reinforced Front
- Auxiliary Electrical Connector inside driver's seat base
- Transmission - 5 Speed w/Auto stick
- Speedometer in mph and km/h
- Exhaust Routed out the side of vehicle near rear on driver side
- Fuel Tank - 25 Gallon
- Auxiliary Fuel Sending Unit
- Fuel filter with water separator
- No Parking Lamps
- Mud Flaps - Front
- Mud Flaps - Rear
- Rear Tow Hook
- Front Tow Hook
- Tire Carrier - Spare, Underslung
- Wheel - Spare Steel
- Tire Pressure Monitor Lamp
- Sliding Door Ext. Track
- Rear Doors 270 Degree Opening
- Electronic Stability Program (ESP®) - Adaptive
- Mirror - Rear view Day/Night
- Warning System-Driver Seat Belt
- Lamp - 3rd brake light
- Driver Air Bag
- Air Bag - Front Passenger
- English Literature
- VIN# Visible from Outside
- Vehicle Registration

- Tires - All Season
- Wheel steel 6.5 J x 16
- Hydraulic Jack
- Hill-Start Assist
- Alternator 220 A
- Engine - 3.0 Turbo Diesel BlueTech
- GVWR of 8,550 lbs.
- Steering Wheel Tilt/Tell
- Radio Speakers 5 Front
- Shelf Above Windshield
- Remote FOB 315MHZ
- Heater - Auxiliary Air, Electric
- Air conditioning – Automatic 9200 BTU Roof mounted or equivalent
- Temperature Gauge
- Seat Armrest - Driver Seat
- Seat Armrest - Passenger Seat
- Electronic Stability Program (ESP9i)
- Rear springs for 8550 lbs. weight version
- Higher-capacity shock absorbers
- Suspension w/Front & Rear Stabilizer
- Daytime driving lights
- Emissions EPA 13/CARB
- VIN Encoded vehicle data with check digit
- MODEL YEAR 2018
- Model Generation 1
- Vehicle dismantle/re-assembly
- Battery Disconnect
- Parametric Special Module (PSM) Prep
- Battery 12 V/100 Ah
- Jump Start Terminal
- Ash Tray/Cup Holder
- On board inverter
- At least a 16 gallon wash down tank
- Generator on vehicle to run tools
- Carbon Monoxide Detector mounted in interior of unit

5.17 Vehicle Build-Overall

- Vehicle shall be supplied by the awarded bidder
- Aluminum structural flooring shall be used throughout. Flooring shall have black anti-slip/wear resistant sprayed on liner, and if not a Rhino liner, a liner with equal warranty is to be installed/applied.
- Auxiliary battery shall be on the circuit that powers the office and work area equipment. An additional auxiliary battery may be needed, check against vehicle specifications and operational needs. If needed, auxiliary battery must be mounted/secured.
- An inverter shall be mounted/secured in an area out of work traffic. Equivalent inverters of specification and warranty would be considered.
- Exterior shore power plug/receptacle, 30 Amp with 30 foot extension cord and 15 amp converter
- Automatic shore power/inverter switch
- All areas where electrical/communication cables pass through another material shall have grommets. Cables must be neatly ran and installed in locations to not prematurely reduce the life cycle of the cables.
- Two Directional LED arrow boards with minimum 22 watt strobe lights mounted on roof at the rear and front of the vehicle. Directional LED arrow board/strobe switch/controls needs to be easily accessible for driver operation or equivalent for operational safety.
- Fuse/breaker box secured and mounted for easy accessibility and maintenance.
- Communication/video cable/s and power cable/s shall be in separate wiring harnesses and/or conduits where applicable so to not cause signal distortion.

- No partition between cab and office area.
- A Partition shall be constructed between the Work and Office areas and structurally sound to support overhead enclosed shelving. It shall be of a material that is water resistant, durable, and is easily cleaned. A viewing window should be installed within partition to optimize viewing for the operator in the seated office area operating position to the reel. There shall be no obstructions, in this circumstance, for operator to view reel from office area, such as additional work area equipment, computer monitors, or shelving.
- An additional 4 overhead lights shall be installed, 2 in the work area and 2 in the office area, all on the same circuit. Two switches shall control this circuit. One easily assessable when in back of vehicle, switch located within vehicle, when operator is on the ground and the other switch easily located when in office space area. Lights shall be installed for optimal lighting conditions accompanying standard vehicle cargo lights. Switches shall be labeled "Cargo Lights".
- Maintenance space enough to allow maintenance to the back side of the equipment. A light shall be installed within the area of housed electronic equipment as to automatically illuminate the inside of the housing when conducting maintenance.
- An area shall be dedicated where operators can easily access and securely store six to eight 28 inch traffic cones, where the safety of the operator through the whole operation is a priority.

5.18 Vehicle Build-Office Area (or equivalent)

- Office part of vehicle shall have a desk installed. Diagrams should show length and width of desk. Two (2) drawers for the Desk shall be preferred. This cabinet drawer shall have ball bearing slides.
- Cabinets or Shelving is also preferred in office area.
- Mount shall be installed to accommodate monitor for computer security.
- Laminate hard surface counter tops. Must have grommet holes to accommodate for cables of electronic equipment.
- Space between overhead cabinets and desk shelving space shall be designed to accommodate two flat panel, monitors.
- 2 or 3 laminated overhead cabinets with sliding plexi-glass (or similar) doors shall be installed above desk, spanning the width of the desk.
- Laminated areas shall be dark gray in color. Other interior walls and surfaces shall be a light gray in color.
- Three (3) additional, not counting outlets for general operational needs, 110VAC GFI outlets shall be installed in easy accessible places within office area.
- DVD recorder system to include:
- Rack mount for DVD, DVD player/recorder
- Cable assembly
- DVD power control unit and handheld microphone
- Flat screen color industrial TV monitor with no glare.
- Alpha Numeric Information Display, with Multi Paging and Defect Coding
- Remote Keyboard for Data Entry
- On Screen Footage Display

5.19 Vehicle Build-Work Area (or equivalent)

- The powered cable winch shall be installed on the driver's side above a 2 to 3 rack mount type sliding drawers. Drawers must lock and latch. The slides must be ball bearing. Tool box drawers must be a size and depth where one can accommodate two tractors, camera head, and specified wheel sets stated within bid.
- Two (2) additional, not counting outlets for general operational needs, 110VAC GFI outlets shall be installed in easy accessible places within work area and when operators are at the rear of the vehicle and on the ground.
- An area shall be dedicated where operators can easily access, when on ground, and securely store three 5 foot long fiberglass poles, where the safety of the operator through the whole operation is a priority. "Whole operation" as defined by pulling up to the jobsite and to the leaving of the jobsite.
- Two additional LED flood lights (Min. 1000 lumens each) with articulation and an independent switch shall be installed internally at the back of cargo area with easy manipulation of LED flood light articulation when operators are on the ground. Switch shall be visibly labeled and legible as "Flood Light".
- A 20 gallon fresh water tank with electric pump with a switch and tank monitor shall be installed where it can easily be filled. Tank will be plumbed to a spring retractable reel with 3/8 inch to ½ inch diameter hose. Hose length shall be 25 feet to 50 feet. The operation switch shall be of a timed type and will be located where the operator can easily access switch when at the rear of the vehicle and on the ground. Switch shall be visibly labeled and legible as "Tank". Spring retractable reel similar to a Reelcraft and equivalent in warranty.

- A 4 to 5 drawer commercial/industrial (heavy-duty) toolbox with locking and latching drawers and ball bearing slides shall be installed. Toolbox shall be removable, carry a commercial/industrial warranty, and drawers and contents shall be easily accessible when operators are outside on the ground. Toolbox shall have a minimum 500 pound weight capacity.
- FRP covered walls and ceiling in work area and be white in color
- Two tracks of channelized mounting hardware (similar to Unistrut) to be installed from partition to back of vehicle. Tracks shall be a minimum of 2 feet apart and parallel.
- TV reel assembly to include:
- Black Thermoplastic Powder Coated Frame
- Mechanical footage for summit .450 cable
- Power Level wind & Multi Ratio Manual Transmission
- Footage Meter with Local Counter and Remote Electronic Counter
- Transmission Control at Viewing Station
- Local Reel Mount Electrical and Mechanical Control
- Sealed Continuous Contact Collector Assembly
- Removable Drip Pan for Cleaning
- One Drawer Storage under the Reel
- Wheel and Track Kit for Applicable Camera System
- At least a 16 Gallon Wash Down
- Retractable Hose Reel for Wash Down 50'
- Five Drawer Tool Box
- TruVue System
- Steel Wheel Kit for PR & SPR Wheeled Transporter 10" to 15" PVC Application
- Interior Mounted Crane
- 24" Rear Monitor

5.20 Software (or equivalent)

- ITpipes of Infrastructure Technologies, LLC shall be used as the video capturing, inspection, and evaluation software. This software shall furnish the City's mobile and office needs. The software system shall include one mainline core license, one SQL core license, on-site services, consultation services and the associated needed modules, listed below:

A. Sync module/s
B. Analysis module/s
C. GIS select module/s including GIS Plot
D. GIS receive module/s
E. Digital capture module including video capture card kit
F. Overlay module including overlay capture card kit

5.21 Software (Alternates)

- An alternate shall be given for a three (3) user office package rather than a single user. The alternate price shall reflect everything listed in the core software package above plus the change of the addition of two users in the office, and the base bid.
- Another alternate shall be given for GIS viewIT. This price shall include only the price of GIS viewIT.

5.22 Computer Hardware-Computer Rack Mount Requirements (or Contractor's system)

- Monitor with Two, minimum 20 inch, monitors shall be installed in office area and one, minimum 15 inch, monitor shall be installed in work area. Monitor installed in work area shall be easily viewed from the rear of the vehicle, show live camera head feed, and be securely installed not to cause damage in operation and transport.
- Windows
- Processor: Athlon II x4 (or equivalent) 3.0 GHz Processor
- Memory: 8 Gigabytes of DDR3 memory
- VGA: VisionTek 900273 Radeon HD 4350 512MB 64-bit DDR2 PCI Express 2.0 x16 HDCP Ready CrossFireX Support Low Profile Ready Video Card
- HDD: Two 2TB HDD 7200 RPM hard drives for a total of 4TB
- CDRW/DVDRW Drive

- Video Capture: Hauppauge WinTV HVR-1250 Hybrid TV Tuner w/ Video Recorder PCI-E x 1
- Overlay Control: US Digital Card, PCI-4E PCI Interface Card
- Wireless N+ PCI card installed with remote antennae to enable ability to upload date on the City's network.
- An active RJ-45 connection for network connection
- Motherboard with electrostatic protection, high temperature protection, and power failure protection
- USB Ports: Minimum 4 USB internal 2.0 ports are required

5.23 Computer Hardware-Laptop (or Contractor's system)

- Monitor with wide-screen display, minimum resolution 1280 x 720, minimum 15" display
- Windows 7 32/64 bit
- Processor: Intel Core I5-3320M
- Memory: 8 Gigabytes of DDR3 memory
- Video: Nvidia NVS 5200M Graphics card
- Drives: Minimum 500 GB SSD hard drive
- CDRW/DVDRW Drive
- USB Ports: Minimum 4 USB internal 2.0 ports are required
- Video Capture: KWorld Xpert DVD Maker USB 2.0 Video Capture Device
- Overlay Control: US Digital Card, USB4 Encoder Data Acquisition USB Device
- Wireless N+ PCI card installed with remote antennae to enable upload of data
- An active RJ-45 connection for network connection
- Preferred: motherboard with electrostatic protection, high temperature protection, and power failure protection
- 2 year warranty

5.24 Two (2) Days on-site training

MIDWEST VAC PRODUCTS

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Proposal

Every specification noted in RFP 2017-RFP-010 is either met and/or exceeds the required specifications requested by the City of Joplin. The following items will show where IBAK equipment exceeds the specifications.

1. Camera should have at minimum of 100x zoom comprised of a 10x optical and 4x digital zoom. (5.1, bullet 2) Our proposed mainline sewer camera, the Orpheus 2.0, has a 10x optical zoom and a 12x digital zoom giving the camera a 120:1 total zoom.
2. Camera should have built-in LED lights to illuminate the interior of the pipeline for 6" through 60" lines. (5.1, bullet 8) Our proposed mainline sewer camera, the Orpheus 2.0, has built in 10+2 high power LEDs, (2x for illuminating joint gaps) switchable, controllable, temperature controlled light groups capable of illuminating 6" through 120" pipelines.
3. Camera lens should have protective front window. (5.1, bullet) Our proposed mainline sewer camera, the Orpheus 2.0, has a protective lens, constructed of a high strength glass with a documented shock resistance of 1kg, or height of fall from 15.75". This lens is recessed to further prevent scratches from intrusions and lens contact with manhole walls.
4. This proposal includes multiple wheel sets of solid treaded rubber, tungsten carbide, and two sets of pneumatic wheels for the very large diameter pipe.

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REFERENCES

1) Mr. Oliver Sheley, Supervisor
   City of Independence, MO
   Email: osheley@indepmo.org
   Phone: (816) 325-6919

2) Mr. Jay Godt, Manager of Pre-Treatment & Sewer Lines
   City of Belleville, IL
   Email: jgodt@belleville.net
   Phone: (618) 779-6240

3) Mr. Eric Mork, Superintendent of Sanitary Collections
   City of Lebanon, MO
   Email: ejmork@lebanonmo.org
   Phone: (417) 531-0224

RapidView Warranty

Description of warranty rights
From the date of delivery through the applicable warranty period, RapidView, LLC will, at its option, repair or replace free of charge any warranted item, which is proven to RapidView, LLC's reasonable satisfaction to be defective. All warranty inspections and warranty repairs must be performed by approved RapidView, LLC Authorized Service Centers. For the name of the Service Center nearest you, please call or write to:

RapidView, LLC, 1828 W. Olson Rd. Rochester, IN 46975, 574-224-5426

IBAK Video Inspection equipment warranty period is 1 year. Other manufacturer's warranties apply on items not manufactured by IBAK or RapidView, LLC.

Conditions to warranty service
For this warranty to become effective, the following requirements must be met:
1. Any postage, insurance and shipping charges of warranted items to a RapidView, LLC Authorized Service Center must be prepaid by the purchaser, and these costs are not included under this warranty.
2. The purchaser must be able to provide proof of the original purchase from RapidView, LLC or one of its accredited sales distributors or agents if requested.

Exclusions from the warranty
This warranty does not apply to any loss or damages resulting from: (i) normal wear and tear; (ii) alteration, misuse, abuse, or improper installation, operation or maintenance by purchaser or any third party; (iii) accident, fire, flood, or Acts of God; or (iv) inaccurate or incomplete information or data supplied or approved by purchaser. By way of example, without limitation, the warranty does not cover the specific conditions described below:

1. Equipment which has been damaged due to:
* Connection to incorrect line voltages.
* Use of incorrect fuses.
* Use in contravention of operating instructions.
* Improper or unauthorized repairs.

2. Damage to warranted items sustained in shipment to purchaser.
3. Equipment that has had any of its identification, instructional or "sealing" labels removed or tampered with.
4. Any unit that has had its serial number altered, defaced or removed.

RapidView, LLC will not be responsible for any changes, modifications or repairs, either in cost or consequence, made by personnel not authorized by RapidView, LLC.

RapidView, LLC will not be responsible for the loss of or damage to equipment while in the possession of any authorized or unauthorized service agency.

RapidView, LLC reserves the right to make changes in design and improvements upon its products without assuming any obligation to install such changes upon any of its products previously manufactured.

Loaner Policy
RapidView, LLC will, at its option, provide loaner equipment when available for equipment within the warranty period. All loaner equipment will be shipped on the customer's account, billed to the customer. Loaner equipment will be invoiced at the time of shipment. This invoice will be credited in full upon return of the equipment in good working condition. RapidView, LLC makes no guarantee of loaner equipment availability.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, RAPIDVIEW IBAK USA MAKES NO WARRANTY OF ANY KIND WHATSOEVER, AND RAPIDVIEW IBAK USA EXPRESSLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

RAPIDVIEW IBAK USA'S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE EQUIPMENT. IN NO EVENT SHALL RAPIDVIEW IBAK USA BE LIABLE UNDER ANY THEORY OF RELIEF, INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATED TO THE EQUIPMENT FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, DAMAGE TO PROPERTY, LOSS OF USE, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS.

SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL DAMAGES, SO (IF REQUIRED BY LAW) CERTAIN OF THE LIMITATIONS OR EXCLUSIONS MENTIONED ABOVE MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

RapidView, LLC
1828 W. Olson Rd
Rochester, Indiana

MIDWEST VAC PRODUCTS

7627 RICHTER ROAD · MASCOUTAH, IL 62258 · (618) 566-3003 · WWW.MIDWESTVACPRODUCTS.COM

Parts and Service

1. Midwest Vac Products in Mascoutah Illinois, has 2 full-time IBAK technicians.

2. Rapidview, located in Rochester Indiana offers:

    a. 5 full-time service technicians
    b. Free technical classes for Rapidview IBAK owners.
    c. Over $4,000,000 of spare parts available for next day shipment.
    d. Service and repair from trained technicians with over 85% of repairs being completed in 24 hours.
    e. 10-year parts guarantee.

MIDWEST VAC PRODUCTS

7627 RICHTER ROAD · MASCOUTAH, IL 62258 · (618) 566-3003 · WWW.MIDWESTVACPRODUCTS.COM

Loaner/Rental Policy

Midwest Vac Products has a loaner policy as well as Rapidview IBAK. Midwest Vac Products will support the City of Joplin with loaner equipment in the event of warranty work. Midwest Vac Products will also support with loaner equipment for repairs needed outside of the warranty period at no charge for rental.

MIDWEST VAC PRODUCTS

7627 RICHTER ROAD · MASCOUTAH, IL 62258 · (618) 566-3003 · WWW.MIDWESTVACPRODUCTS.COM

Training itinerary

Included in this proposal is two full days of training. Training can commence the day of delivery or at any date after at the choosing of the customer. Training will include:

1. Safety and handling instructions.
    a. General safety instructions of operations
2. Basic rules of operation.
3. Product information and technical data
    a. BE 3.5 Control Panel
    b. KW 305 Cable Winch
    c. Camera Tractor T 76
    d. Pan and Tilt Camera
    e. LISY Lateral Launch System
    f. Pressure Test Set
4. Control and Operations
    a. Proper Camera Connection
    b. Proper LISY Connection
    c. Proper Tractor Connection
    d. Operating the inspection vehicle and power supply.
    e. Tractor Control
    f. Later Launch Control
    g. Camera Control
    h. Inserting equipment into manhole
    i. Proper Cable protection

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 16, 2017
Council Bills No. 2017-159
Item: Approval for Purchase of Camera Van and Equipment

Originating Department: PUBLIC WORKS –OPERATIONS

Attachments: 1) Council Bill No. 2017-159
2) Proposals from Suppliers
3) RFP from Midwest Vac Products LLC
4) Evaluation Summary

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

Recommended Action: Authorization to enter into a contract with **Midwest Vac Products LLC** to purchase a Camera Van & equipment with all associated hardware and software for a complete Sanitary Sewer Camera system. This contract is in the amount of $310,148.00.

Background: The city bought their existing Camera equipment in 2012. This equipment has been plagued with breakdowns and lack of customer service in repairing the camera system. In 2016 during the budget process, it was decided that the City of Joplin would put in Capital the funds needed to buy a quality Camera Van and camera system, as well as receiving quality service and maintenance. City staff decided to use a Request for Proposal (RFP) so that they could evaluate the equipment and maintenance schedule to ensure reliability and endurance; and ensuring the decision was made for not only the cost, but also the quality of the equipment.

Discussion: The camera system is used to collect data in the 435 miles of the sanitary sewer collection system throughout the city and identify issues for both the protection of the city and the homeowners. This new camera system has the ability to not only record video feed from the main sewer lines, but it also provides a lateral launch capability so the city may be able to identify issues present in the privately owned riser and lateral line. These capabilities will improve operations and provides the operators with the ability to be pro-active in lieu of reactive to situations that develop data for periodic maintenance and cleanings needed within the wastewater collection system. This type of technology is needed to provide staff a more efficient method of responding to operational problems. This will help in being proactive to identify and prevent sewer back-ups within the collection system. This contract guarantees a three year warranty on the camera system and vehicle. The company will provide the city's operators with several days of training.

There were five RFP's received by the city in accordance with the city procurement policies received on September 29, 2017. A scoring system was used to evaluate all five bids. Midwest Vac products LLC received the highest scoring in the process with their Proposal #1 package. This contract will have Midwest Vac Products LLC build the proper vehicle, platform as per the RFP, and furnish the required camera, computers, tractor, training and maintenance equipment. One bidder's package was dis-qualified and did not meet the specification because there was no zoom capability on the lateral launch camera.

Recommendation: City staff recommends that Council approve the contract with Midwest Vac Products LLC in the amount of $310,148.00 be approved on an emergency basis in accordance with Section 2.12(4) of the Joplin City Charter.

EVALUATION SUMMARY

EVALUATION OF CAMERA TRUCK RFPs

SUMMARY

	RED	ELLIOTT	MVP Proposal #1	MVP Proposal #2	MVP Proposal #3
Sum, all scores:	340	N/A	428	363	324
RANK =	3	N/a	1	2	4

AVERAGE SCORES

Criteria:	RED	ELLIOTT	MVP Proposal #1	MVP Proposal #2	MVP Proposal #3
Price 40%	33.6	N/A	35	30.8	26.8
Specifications 40%	25.6	N/A	35.6	27	23.2
Warranty 10%	4.4	N/A	10	9.8	9.8
References 5%	4	N/A	5	5	5
Training 5%	3.4	N/A	5	5	5

BID TABULATION

PROJECT: Camera Truck
DATE OF BID OPENING: 29 SEPTEMBER 2017

CONTRACTOR	BID
Elliott	219,688.00
Red Equipment	288,690.00
MVP Proposal #1	310,148.00
MVP Proposal #2	287,322.00
MVP Proposal #3	281,739.00
Public Works Estimate	300,000.00

COUNCIL BILL NO. 2017-159 ORDINANCE NO.

AN ORDINANCE approving the contract between the City of Joplin, Missouri and Midwest Vac Products LLC in the amount of Three Hundred Ten Thousand One Hundred Forty-Eight Dollars and No/100 ($310,148.00) for the purchase of camera van & equipment and containing an emergency clause.

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

Section 1. That the City of Joplin enter into an agreement with Midwest Vac Products LLC, in the amount of Three Hundred Ten Thousand One Hundred Forty-Eight Dollars and No/100 ($310,148.00) for the purchase of camera van & equipment be in the same is hereby approved.

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

Section 3. That the contractor shall be paid from the Sanitary Sewer Fund no. 415-4542-540-8210.

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

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

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2017-159

I hereby certify that a sufficient amount is available in the – Sanitary Sewer Account

Number 415-4542-540-8210 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 16, 2017
Council Bill No. 2017-160

Item: Work Authorization Number JET DR-2 PAP 8-1 with Olsson Associates dba Joplin Joint Engineering Team for Bidding, and Construction Services for Sidewalk, Curb & Gutter, Street, and Storm Water Projects in the Recovery Area.

Originating Department: Public Works – Engineering

Attachments: 1) Project Cost Summary
2) Work Authorization JET-DR2-PAP 8-1
3) Council Bill No. 2017-160

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

Recommended Action: Approval of Work Authorization Number JET DR-2 PAP 8-1 with Olsson Associates dba Joplin Joint Engineering Team for the not to exceed amount of Three Million Six Hundred and Sixty-Nine Thousand Seven Hundred and Eighty-Nine Dollars and No Cents ($3,669,789.00) for Bidding, and Construction Services for Sidewalk, Curb & Gutter, Street, and Storm Water Projects in the Recovery Area funded with Community Development Block Grant-Disaster Recovery Round 2 grant funds.

Background: On October 17, 2016 Council Bill 2016-142 was approved and that Council Bill authorized the City staff to enter into an agreement and work authorization number JET-DR2-AP7-1 for design, right of way, bidding, and construction services on surface and storm projects in a portion of the recovery area. The JET team has nearly completed the work included in that work authorization. To keep the projects outlined in the table (see attachment 1) moving forward, a new work authorization is needed. The funds for this work authorization were approved as part of partial action plan #8 which was approved by Council in January of this year and then approved by HUD.

Discussion: City staff directed the JET design team to prepare a scope of services based on the current project schedule for disaster recovery funded surface and storm projects within the recovery area. The projects have different schedules and require similar services at different times during the partial action plan #8 timeline. The table on the following page shows the projects with the services and cost of services included in this work authorization. The overall program is on schedule to be completed before the Fall of 2019 which is the overall CDBG-DR expenditure deadline.

Recommendation: Staff recommends Approval of Work Authorization Number JET DR-2 PAP 8-1 with Olsson Associates dba Joplin Joint Engineering Team for the not to exceed amount of Three Million Six Hundred and Sixty-Nine Thousand Seven Hundred and Eighty-Nine Dollars and No Cents ($3,669,789.00) for Bidding, and Construction Services for Sidewalk, Curb & Gutter, Street, and Storm Water Projects in the Recovery Area be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

Project Cost Summary

Project Name	Project Description	Type	Fee
Storm Project #11	Storm sewer infrastructure improvements near 15th St. and Michigan Ave. and the surrounding residential streets, between 15th St. and 18th St., and Kansas Ave. on the east. Project to be completed during subsequent work authorizations.	Bidding and Construction Phase Services	$102,599
Storm Project #12	Storm sewer infrastructure improvements near 15th St. and Illinois Ave. and the surrounding residential streets and the railroad on the west. The Storm Project #12 drainage system is located downstream of the Storm Project #11 drainage system.	Bidding and Construction Phase Services	$152,508
Surface Project 4003	Replacement of sidewalk, curb and gutter, streets, and storm inlets generally following condition level 3, 4, 5 ratings in the 4003 Project Area. The 4003 project area is bounded by 26th St. to the south, 22nd St. to the north, Maiden Lane Ave. to the west, and Jackson Ave. to the east.	Bidding and Construction Phase Services	$580,222
Surface Project 4004	Replacement of sidewalk, curb and gutter, streets, and storm inlets generally following condition level 3, 4, 5 ratings in the 4004 Project Area. The 4004 project area is bounded by 32nd Street to the south, 26th Street to the north, Maiden Lane to the west, and Main Street to the east.	Bidding and Construction Phase Services	$746,371
Surface Project 4006	Replacement of sidewalk, curb and gutter, streets, and storm inlets generally following condition level 3, 4, 5 ratings in the 4006 Project Area. The Surface Project 4006 area is bounded by 26th St. to the south, 22nd St. to the north, Jackson Ave. to the west, and Main St, to the east.	Bidding and Construction Phase Services	$785,342
Surface Project 4008	Replacement of sidewalk, curb and gutter, streets, and storm inlets generally following condition level 3, 4, 5 ratings in the 4008 Project Area. The 4008 project area is bounded by 20th St. to the south, 15th St. to the north, Main St. to the west, and Ohio Ave. to the east.	Bidding and Construction Phase Services	$682,251
Surface Project 4010	Replacement of sidewalk, curb and gutter, streets, and storm inlets generally following condition level 3, 4, 5 ratings in the 4010 Project Area. The 4010 project area is bounded by 26th St. to the south, 20th St. to the north, Main St. to the west, and Indiana Ave. to the east.	Bidding and Construction Phase Services	$620,496
Project #1 Projects		Total	$3,669,789

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Associates DBA: Joplin Joint Engineering Team Address: 702 S. Main Street Joplin, MO 64801	
Attention: David Hertzberg, PE Troy Bolander		Attention: Jack Schaller, PE jschaller@olssonassociates.com	
Department: Public Works Planning & Development		Phone: (417)781-0643	Fax: (417)781-4714
Phone: (417)624-0820, Ext. 500	Fax: (417)625-4738		

WORK AUTHORIZATION NUMBER JET DR-2 PAP 8-1 Project 1 Projects
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 JET DR-2 PAP 8-1 Project 1 Projects exceed the sum of Three Million Six Hundred Sixty-Nine Thousand Seven Hundred Eighty-Nine Dollars ($3,669,789.00).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Olsson Assciates
DBA: Joplin Joint Engineering Team

By: _____

Printed Name: John S. Olsson

Title: Senior Vice President

Date: 8/22/17

CITY OF JOPLIN, MISSOURI

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

Date: _____

By: _____
Troy Bolander
Director of Planning & Development

Date: _____

EXHIBIT A

The City of Joplin Travel Policy shall be included by reference and adopted in the scope of the Project 1 Projects (Storm Projects 11, 12, Surface Projects 4003, 4004, 4006, 4008 and 4010).

This Exhibit includes the following for the Project 1 Projects (Storm Projects 11, 12, Surface Projects 4003, 4004, 4006, 4008 and 4010):

Storm 11
Total Project Fee Summary.....6
General Scope (Strikethrough version).....7-21
Clarification of Services.....22-25
Reimbursable Expense Schedule.....26-27

Storm 12
Total Project Fee Summary.....28
General Scope (Strikethrough version).....29-43
Clarification of Services.....44-47
Reimbursable Expense Schedule.....48-49

Surface 4003
Total Project Fee Summary.....50
General Scope (Strikethrough version).....51-65
Clarification of Services.....66-71
Reimbursable Expense Schedule.....72-73

Surface 4004
Total Project Fee Summary.....74
General Scope (Strikethrough version).....75-89
Clarification of Services.....90-95
Reimbursable Expense Schedule.....96-97

Surface 4006
Total Project Fee Summary.....98
General Scope (Strikethrough version).....99-113
Clarification of Services.....114-119
Reimbursable Expense Schedule.....120-121

Surface 4008
Total Project Fee Summary.....122
General Scope (Strikethrough version).....123-137
Clarification of Services.....138-142
Reimbursable Expense Schedule.....143-144

Surface 4010
Total Project Fee Summary.....145
General Scope (Strikethrough version).....146-160
Clarification of Services.....161-167
Reimbursable Expense Schedule.....168-169

Project 1 Total
Billing Rate Table.....170-177

Total Project Fee

PROJECT 1 STORM PROJECT #11
15TH STREET AND MICHIGAN AVENUE

Task No.	Task Description	Fee Estimate
1	Project Management	$ 20,757
2	Bidding Phase	$ 10,000
3	Construction Surveying	$ 20,003
4	Construction Administration	$ 27,739
5	Construction Inspection	$ 17,600
	Expenses (per attached Expense Schedule)	$ 6,500
	Total Project Cost (for tasks listed above)	**$ 102,599**

Project Name/Description PAP 8-1 Project 1 Storm Project #11
Consultant Olsson Associates DBA: Joplin Joint Engineering Team

Engineering Services Agreement

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

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

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

~~A1.01 *Conceptual Phase*~~

~~A. Engineer shall:~~

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

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

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

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

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

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

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

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

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

~~pg. 1~~

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

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

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

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

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

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

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

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

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

C. Billing/Payment Processing Options

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

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

pg. 2

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

pg. 4

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.

All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

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

B. Engineering Survey

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

C. Property Boundary Survey/Right-of-way Survey/Easements

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

D. Right-of-way and Easement Description Preparation

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

E. Right-of-way and Easement Staking

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

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

F. Existing United States Public Land Survey System Corners

pg. 5

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.

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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.

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A1.06 Final Design Phase

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.07 Bidding Phase

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

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

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

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

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

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

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

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

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

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

A1.08 Construction Phase

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

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

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer ~~(unless provided by the city)~~, and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth. The RPR shall comply with the state and federal (if applicable) prevailing wage laws including, but not limited to performing interviews as necessary to comply with state and federal (if applicable) prevailing wage laws.

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

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

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

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

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

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

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

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

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

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

~~pg. 10~~

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

~~pg. 13~~

written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

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

A1.09 Post-Construction Phase

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

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

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

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

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

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

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

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

~~d) Contractor certification and city recommendation:~~

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

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

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

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

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

EXHIBIT A

CLARIFICATION OF SERVICES

STORM PROJECT #11

The following Clarification of Services, Assumptions, and Exclusions further define the ENGINEERING SERVICES AGREEMENT (Revision Date 8-25-2015) for the above reference project.

A. PROJECT DEFINITION: PROJECT 1 STORM PROJECT #11

Project 1 Storm Project 11 will provide storm sewer infrastructure near 15th Street and Michigan Avenue and the surrounding residential streets, between 15th and 18th Streets, and Kansas Avenue on the east. The Project 12 drainage system is located downstream of the Project 11 drainage system. The two project's drainage areas will share the same outfall.

The scope of work for this project as included in this partial action plan can generally be described as follows (for more detail reference Engineering Services Agreement and this Exhibit):

- Incorporate final City comments and finalize plans, specifications, and estimates;
- Bidding;
- Construction Observation;
- Construction Administration;
- Surveying Services;
- Materials testing;

B. CLARIFICATION OF SERVICES

1. **Plan Finalization for Bidding:** Review, finalize, and incorporate final revisions to Drawings and Specifications, other Construction Contract Documents, Right of Way Documents, Utility Coordination Documents, bidding-related documents, and the most recent opinion of probable Construction Cost, after review of final plans and contract documents by the Owner.

2. **Pre-Bid and Pre-Construction Conferences:** Conduct both Pre-Bid and Pre-Construction Conferences and distribute minutes accordingly. Issue any addendums that arise out of Pre-Bid conference, and any clarification that may arise out of the Pre-Construction conference.

3. **Surveying Services:** JET Team shall perform professional services as requested by Contractor pursuant to the conditions provided herein. These services will include field staking as those services are requested by Contractor or the Contractor's designated representative. **All staking services are based on one-time staking of each specified element.**

    a. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements. JET Team will establish additional Temporary Bench Marks no greater than 500 foot intervals, as necessary.

    b. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points shall be set on 50 foot intervals.

c. Stake Temp Easements and Right-of-Way: Set points to be used for the location temporary construction easements and permanent right-of-way. Stakes shall be set at 50' horizontal interval and at bends, radius points and other curve elements as required.

d. Stake Storm Water Improvements: Set offset stakes for the junction boxes, curb inlets and storm water pipes. Stakes shall indicate cut/fill to flow lines and inlet tops.

4. Construction Testing Services: Construction materials testing will be performed on this project in general compliance with the Standard Specifications for The City of Joplin, Missouri last updated February 1, 2017. The JET Team will provide quality assurance testing which shall include:

a. Materials Testing
   i. 75 cylinder breaks (15 concrete tests-5 cylinders per test)-CONCRETE
   ii. 1 Base Proctor
   iii. 1 Atterberg
   iv. 2 Lab Tests -ASPHALT

b. Earthwork
   i. Observe stripping and grubbing of construction areas prior to placement of fill.
   ii. Sample fill materials for standard Proctor, Atterberg limits, and other requisite lab testing
   iii. Perform field moisture-density testing of structural fill, backfill, and subgrade preparation

c. Asphaltic Concrete
   i. Perform verification testing in accordance with the Missouri Standard Specifications for Highway Construction. Tests and frequencies of testing are referenced in Table 403.19.3.
   ii. Perform tests to determine mixture properties, gradation, deleterious content, and asphalt content on the retained portion of the QC samples at least once per week.

d. Portland Cement Concrete
   i. Observe the condition of the subgrade and reinforcing steel prior to placement of concrete.
   ii. Determine that the concrete is delivered, conveyed, and consolidated into curbs, gutters, and formwork in accordance with the project specifications.
   iii. Perform field tests on concrete delivered to the project site including concrete temperature, slump and air content.
   iv. Cast cylinders from concrete placed for compressive strength testing.
   v. Cure initially in the field, transport to and cure in our laboratory concrete cylinders until broken.

5. Grant Probable Compliance Verification

Olsson shall provide the following services or items to be certified by the Grant Administrator:

a. Prepare the pre-construction report
b. Prepare the Start of Construction Notice
c. Obtain affidavits of publication for bids in a general circulation newspaper (newspaper of widest circulation in the region)
d. Obtain affidavits of publication for bids in minority and trade publications or evidence of direct solicitation
e. Upon opening of bids, Olsson will verify contractor eligibility – through SAM.gov
f. Review certified payrolls to verify and provide letter of probable compliance: Complete with names, four-digit identification number, work classifications, hourly rates, etc.
g. Documentation of fringes per hour for each classification, if applicable
h. Apprentice documentation, if applicable
i. Payroll review documentation
j. Employee interviews to cover a representative number of trades throughout the project (2 interviews, twice monthly)

C. PROJECT ASSUMPTIONS

1. Fees can be shifted between phases and tasks.
2. The City will issue notice to proceed after City Council Approval.
3. Final plan reviews to be completed after City Council Approval.
4. The project is being combined into one bid package with Storm Project 12 and the work is expected to be completed by one general contractor.
5. The estimated construction period for the portion of work detailed in the Project 1 Storm Project #11 design will be completed in 4 construction months, concurrent with Project 1 Storm Project #12.
6. The consultant shall complete the scope of services within approximately 4 months.
7. Utility relocation shall be completed by the respective utility company.
8. The land disturbance permit and SWPPP will be provided under the City's operating permit. The contractor shall be responsible for maintaining and updating the SWPPP. Furthermore, the contractor is responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMPs as set for in the SWPPP to meet all applicable city, state, and federal laws.
9. Survey:
   a. Staking for Utilities shall be performed at the time of project construction. Additional survey prior to construction shall be additional services.
   b. Fees include Office Calculations, Staking Supplies, Mileage and Travel Time to and from site. All staking shall be performed utilizing either Total Station or GPS technologies.
   c. All hours shown are an estimate based on one-time staking of each of the specified elements
   d. Contractor must request services 48 hours prior to needing a field crew on-site.

10. Construction Testing Services:
    a. Our fees are based on providing 1 full time inspector for the project. Should additional inspectors be required, a supplemental agreement will be prepared.
    b. We have estimated that these projects will require the utilization of construction observation and materials testing personnel over a 4 month time period. Should the projects be timed in a manner requiring the Jet Team to provide observation and testing personnel for more than 4 months, a supplemental agreement will be required.

D. EXCLUSIONS

1. Right of Way monumentation.
2. Record drawings will be provided based on contractor provided markups. No post-construction survey will be completed.
3. Utility design, including waterline, sanitary sewer, gas, fiber optic, and electric design.
4. Contractor certifications.
5. Subcontractor certifications, if applicable.
6. All services not specifically listed are assumed to be excluded.

REIMBURSABLE EXPENSE SCHEDULE
PAP 8-1 PROJECT 1 STORM PROJECT #11

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Travel Related Expenses: The Contractor shall comply with the City of Joplin travel policy with the exception of meal reimbursement. Per diem and incidentals are not applicable. Actual itemized receipts containing proof of payment should be provided for the meal purchased and not exceed the meal category General Services Administration (GSA) rate maximum for the City of Joplin in the City of Joplin travel policy.

Other Project Related Expenses: Other project related expenses not related to travel will be invoiced in accordance with the Reimbursable Expense Schedule and will not be subject to mark-up.

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

Clerical	**Cost**
Automobiles (Personal Vehicle)	$0.5350/mile*
Automobiles (OA Vehicle) (in lieu of rental car when available)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Total Estimated Travel and Clerical Expense Fees	$2,646

Construction Materials Testing

Testing Assumptions:

Concrete

15 tests/5 cylinders per test= 75 cylinders
75 cylinders $19/break = **$1,425**
Making of cylinders included as part of inspection time since Olsson will be on site full time.

Soil

1 Soil Proctors @ $165/test = $165
1 Atterberg Soil @ $90/test = $90
Soil Testing= **$255**
Density tests of soil included as part of inspection time since we are on site full time.

Asphalt

1 test per day and/or per 1000 tons
Density test of asphalt included as part of inspection time since Olsson will be on site full time.

Asphalt Lab Tests

2 Lab Tests @ $1000 = $2,000
2 Times shipping to lab for full testing 20 X $87/ship = $174
Asphalt Lab Testing= **$2,174**

Total Construction Materials Testing Fees	$3,854
TOTAL EXPENSE FEES	**$6,500**

Total Project Fee

PROJECT 1 STORM PROJECT #12
15TH STREET AND ILLINOIS AVENUE

Task No.	Task Description	Fee Estimate
1	Project Management	$ 15,286
2	Bidding Phase	$ 20,544
3	Construction Surveying	$ 20,003
4	Construction Administration	$ 59,060
5	Construction Inspection	$ 31,115
	Expenses (per attached Expense Schedule)	$ 6,500
	Total Project Cost (for tasks listed above)	**$ 152,508**

Project Name/Description PAP 8-1 Project 1 Storm Project #12
Consultant Olsson Associates DBA: Joplin Joint Engineering Team

Engineering Services Agreement

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

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

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

~~A1.01 *Conceptual Phase*~~

~~A. Engineer shall:~~

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

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

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

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

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

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

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

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

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

~~pg. 1~~

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

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

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

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

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

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

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

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

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

C. Billing/Payment Processing Options

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

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

pg. 2

A1.02 Preliminary Design Phase - (30 percent plans)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.03 *Utility Requirements*

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

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

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

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

A1.04 Surveying Services – General

A. Control Survey

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.

All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

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

B. Engineering Survey

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

C. Property Boundary Survey/Right-of-way Survey/Easements

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

D. Right-of-way and Easement Description Preparation

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

E. Right-of-way and Easement Staking

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

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

F. Existing United States Public Land Survey System Corners

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

G. Survey Records

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

H. Other Services

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

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

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

B. Determine parcel size.

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

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

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

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

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

A1.06 Final Design Phase

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.07 Bidding Phase

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

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

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

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

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

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

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

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

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

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

A1.08 Construction Phase

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

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

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer ~~(unless provided by the city)~~, and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth. The RPR shall comply with the state and federal (if applicable) prevailing wage laws including, but not limited to performing interviews as necessary to comply with state and federal (if applicable) prevailing wage laws.

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

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

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

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

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

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

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

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

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

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

~~pg. 10~~

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

~~pg. 13~~

written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

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

A1.09 Post-Construction Phase

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

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

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

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

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

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

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

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

   ~~d) Contractor certification and city recommendation:~~

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

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

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

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

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

EXHIBIT A

CLARIFICATION OF SERVICES

STORM PROJECT #12

The following Clarification of Services, Assumptions, and Exclusions further define the ENGINEERING SERVICES AGREEMENT (Revision Date 8-25-2015) for the above reference project.

A. PROJECT DEFINITION: PROJECT 1 STORM PROJECT #12

Project 1 Storm Project 12 will provide storm sewer infrastructure near 15th Street and Illinois Avenue and the surrounding residential streets and the railroad on the west. The Project 12 drainage system is located downstream of the Project 11 drainage system. The two project's drainage areas will share the same outfall.

The scope of work for this project as included in this partial action plan can generally be described as follows (for more detail reference Engineering Services Agreement and this Exhibit):

- Incorporate final City comments and finalize plans, specifications, and estimates;
- Bidding;
- Construction Observation;
- Construction Administration;
- Surveying Services;
- Materials testing;

B. CLARIFICATION OF SERVICES

1. **Plan Finalization for Bidding:** Review, finalize, and incorporate final revisions to Drawings and Specifications, other Construction Contract Documents, Right of Way Documents, Utility Coordination Documents, bidding-related documents, and the most recent opinion of probable Construction Cost, after review of final plans and contract documents by the Owner.

2. **Pre-Bid and Pre-Construction Conferences:** Conduct both Pre-Bid and Pre-Construction Conferences and distribute minutes accordingly. Issue any addendums that arise out of Pre-Bid conference, and any clarification that may arise out of the Pre-Construction conference.

3. **Surveying Services:** JET Team shall perform professional services as requested by Contractor pursuant to the conditions provided herein. These services will include field staking as those services are requested by Contractor or the Contractor's designated representative. **All staking services are based on one-time staking of each specified element.**

    a. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements. JET Team will establish additional Temporary Bench Marks no greater than 500 foot intervals, as necessary.

    b. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points shall be set on 50 foot intervals.

c. Stake Temp Easements and Right-of-Way: Set points to be used for the location temporary construction easements and permanent right-of-way. Stakes shall be set at 50' horizontal interval and at bends, radius points and other curve elements as required.

d. Stake Storm Water Improvements: Set offset stakes for the junction boxes, curb inlets, storm water pipes, storm channel and bore location under the KCS railroad. Stakes shall indicate cut/fill to flow lines and inlet tops.

4. Construction Testing Services: Construction materials testing will be performed on this project in general compliance with the Standard Specifications for The City of Joplin, Missouri last updated February 1, 2017. The JET Team will provide quality assurance testing which shall include:

a. Materials Testing
   i. 75 cylinder breaks (15 concrete tests-5 cylinders per test)-CONCRETE
   ii. 1 Base Proctor
   iii. 1 Atterberg
   iv. 2 Lab Tests -ASPHALT

b. Earthwork
   i. Observe stripping and grubbing of construction areas prior to placement of fill.
   ii. Sample fill materials for standard Proctor, Atterberg limits, and other requisite lab testing
   iii. Perform field moisture-density testing of structural fill, backfill, and subgrade preparation

c. Asphaltic Concrete
   i. Perform verification testing in accordance with the Missouri Standard Specifications for Highway Construction. Tests and frequencies of testing are referenced in Table 403.19.3.
   ii. Perform tests to determine mixture properties, gradation, deleterious content, and asphalt content on the retained portion of the QC samples at least once per week.

d. Portland Cement Concrete
   i. Observe the condition of the subgrade and reinforcing steel prior to placement of concrete.
   ii. Determine that the concrete is delivered, conveyed, and consolidated into curbs, gutters, and formwork in accordance with the project specifications.
   iii. Perform field tests on concrete delivered to the project site including concrete temperature, slump and air content.
   iv. Cast cylinders from concrete placed for compressive strength testing.
   v. Cure initially in the field, transport to and cure in our laboratory concrete cylinders until broken.

5. Grant Probable Compliance Verification

Olsson shall provide the following services or items to be certified by the Grant Administrator:

a. Prepare the pre-construction report and minutes of the bid opening
b. Prepare the Start of Construction Notice
c. Obtain affidavits of publication for bids in a general circulation newspaper (newspaper of widest circulation in the region)
d. Obtain affidavits of publication for bids in minority and trade publications or evidence of direct solicitation
e. Upon opening of bids, Olsson will verify contractor eligibility – through SAM.gov
f. Review certified payrolls to verify and provide letter of probable compliance: Complete with names, four-digit identification number, work classifications, hourly rates, etc.
g. Documentation of fringes per hour for each classification, if applicable
h. Apprentice documentation, if applicable
i. Payroll review documentation
j. Employee interviews to cover a representative number of trades throughout the project (2 interviews, twice monthly)

C. PROJECT ASSUMPTIONS

1. Fees can be shifted between phases and tasks.
2. The City will issue notice to proceed after City Council Approval.
3. Final plan reviews to be completed after City Council Approval.
4. The project is being combined into one bid package with Project 1 Storm Project #11 and the work is expected to be completed by one general contractor.
5. The estimated construction period for the portion of work detailed in the Project 1 Storm Project #12 design will be completed in 3 construction months, concurrent with Project 1 Storm Project #11.
6. The consultant shall complete the scope of services within approximately 3 months.
7. Utility relocation shall be completed by the respective utility company.
8. The land disturbance permit and SWPPP will be provided under the City's operating permit. The contractor shall be responsible for maintaining and updating the SWPPP. Furthermore, the contractor is responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMPs as set for in the SWPPP to meet all applicable city, state, and federal laws.
9. Survey:
   a. Staking for Utilities shall be performed at the time of project construction. Additional survey prior to construction shall be additional services.
   b. Fees include Office Calculations, Staking Supplies, Mileage and Travel Time to and from site. All staking shall be performed utilizing either Total Station or GPS technologies.
   c. All hours shown are an estimate based on one-time staking of each of the specified elements
   d. Contractor must request services 48 hours prior to needing a field crew on-site.

10. Construction Testing Services:
    a. Our fees are based on providing 1 part time inspector for the project. Should additional inspectors be required, a supplemental agreement will be prepared.
    b. We have estimated that these projects will require the utilization of construction observation and materials testing personnel over a 3 month time period. Should the projects be timed in a manner requiring the Jet Team to provide observation and testing personnel for more than 3 months, a lemental agreement will be required.

D. EXCLUSIONS

1. Right of Way monumentation.
2. Record drawings will be provided based on contractor provided markups. No post-construction survey will be completed.
3. Utility design, including waterline, sanitary sewer, gas, fiber optic, and electric design.
4. Contractor certifications.
5. Subcontractor certifications, if applicable.
6. All services not specifically listed are assumed to be excluded.

REIMBURSABLE EXPENSE SCHEDULE
PAP 8-1 PROJECT 1 STORM PROJECT #12

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Travel Related Expenses: The Contractor shall comply with the City of Joplin travel policy with the exception of meal reimbursement. Per diem and incidentals are not applicable. Actual itemized receipts containing proof of payment should be provided for the meal purchased and not exceed the meal category General Services Administration (GSA) rate maximum for the City of Joplin in the City of Joplin travel policy.

Other Project Related Expenses: Other project related expenses not related to travel will be invoiced in accordance with the Reimbursable Expense Schedule and will not be subject to mark-up.

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

Clerical	**Cost**
Automobiles (Personal Vehicle)	$0.540/mile*
Automobiles (OA Vehicle) (in lieu of rental car when available)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Total Estimated Travel and Clerical Expense Fees	$2,646

Construction Materials Testing

Testing Assumptions:

Concrete

15 tests/5 cylinders per test= 75 cylinders
75 cylinders $19/break = **$1,425**
Making of cylinders included as part of inspection time since Olsson will be on site full time.

Soil

1 Soil Proctors @ $165/test = $165
1 Atterberg Soil @ $90/test = $90
Soil Testing= **$255**
Density tests of soil included as part of inspection time since we are on site full time.

Asphalt

1 test per day and/or per 1000 tons
Density test of asphalt included as part of inspection time since Olsson will be on site full time.

Asphalt Lab Tests

2 Lab Tests @ $1000 = $2,000
2 Times shipping to lab for full testing 20 X $87/ship = $174
Asphalt Lab Testing= **$2,174**

Total Construction Materials Testing Fees	$3,854
TOTAL EXPENSE FEES	**$6,500**

Total Project Fee

PROJECT 1 (4003) 22nd-26th
& MAIDEN-JACKSON

Task No.	Task Description	Fee Estimate
1	Project Management	$ 27,486
2	Bidding Phase	$ 64,532
3	Construction Surveying	$ 135,002
4	Construction Administration	$ 137,729
5	Construction Inspection	$ 193,197
	Expenses (per attached Expense Schedule)	$ 22,277
	Total Project Cost (for tasks listed above)	**$ 580,222**

Project Name/Description PAP 8-1 Project 1 Surface Project 4003
Consultant Olsson Associates DBA: Joplin Joint Engineering Team

Engineering Services Agreement

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

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

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

~~A1.01 *Conceptual Phase*~~

~~A. Engineer shall:~~

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

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

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

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

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

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

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

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

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

~~pg. 1~~

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

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

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

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

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

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

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

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

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

C. Billing/Payment Processing Options

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

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

pg. 2

A1.02 Preliminary Design Phase - (30 percent plans)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.03 *Utility Requirements*

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

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

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

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

A1.04 Surveying Services – General

A. Control Survey

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.

All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

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

B. Engineering Survey

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

C. Property Boundary Survey/Right-of-way Survey/Easements

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

D. Right-of-way and Easement Description Preparation

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

E. Right-of-way and Easement Staking

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

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

F. Existing United States Public Land Survey System Corners

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

G. Survey Records

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

H. Other Services

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

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

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

B. Determine parcel size.

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

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

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

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

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

A1.06 Final Design Phase

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.07 Bidding Phase

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

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

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

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

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

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

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

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

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

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

A1.08 Construction Phase

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

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

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer ~~(unless provided by the city)~~, and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth. The RPR shall comply with the state and federal (if applicable) prevailing wage laws including, but not limited to performing interviews as necessary to comply with state and federal (if applicable) prevailing wage laws.

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

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

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

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

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

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

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

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

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

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

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

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

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

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

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

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

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

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

18. *Inspections and Tests:*

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

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

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

19. *Change Proposals and Claims:*

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

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

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

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

quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

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

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

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

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

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

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

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon

written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

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

A1.09 Post-Construction Phase

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

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

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

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

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

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

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

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

~~d) Contractor certification and city recommendation:~~

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

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

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

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

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

EXHIBIT A

CLARIFICATION OF SERVICES

SURFACE PROJECT #4003

The following Clarification of Services, Assumptions, and Exclusions further define the ENGINEERING SERVICES AGREEMENT (Revision Date 8-25-2015) for the above reference project.

A. PROJECT DEFINITION: PROJECT 1 SURFACE PROJECT 4003

The project involves the construction services related to rebuilding infrastructure for Surface Project 4003 including the replacement of sidewalk, curb and gutter, streets, and storm inlets in the 4003 Project Area. The 4003 project area is generally bounded by 26th Street to the south, 22nd Street to the north, Maiden Lane to the west, and Jackson Avenue to the east.

The scope of work for this project as included in this partial action plan can generally be described as follows (for more detail reference Engineering Services Agreement and this Exhibit):

- Incorporate final City comments and finalize plans, specifications, and estimates;
- Incorporation of FEMA work;
- Bidding including project manual;
- Construction Observation;
- Construction Administration;
- Construction Inspection;
- Surveying Services;
- Materials Testing.

B. CLARIFICATION OF SERVICES

1. **Plan Finalization for Bidding:** Review, finalize, and incorporate final revisions to Plans and Specifications, other Construction Contract Documents, Right of Way Documents, utility coordination documents, bidding-related documents, and the most recent opinion of probable construction cost after review by the City.

2. **Bidding Phase:** After acceptance by Owner of the updated Construction Contract Documents, and upon written authorization by Owner to proceed, Engineer shall:
   a. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
   b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

c. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.
d. Consult with Owner regarding the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
e. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents.
f. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids, assembling final contracts for execution by Owner and Contractor, and in issuing notices of award of such contracts.
g. Construction Phase: Upon successful completion of the Bidding Phase, Engineer complete construction phase services in accordance with outlined scope and clarification consistent with Engineering Agreement and Exhibit A.

3. FEMA Incorporation: Location of the damage by site number is described as follows (Site numbers related to the FEMA application which details the location and type of work to be performed by the contractor that is awarded the project):

Type	Site Number
Curb & Gutter	18
Curb & Gutter	19
Curb & Gutter	50
Curb & Gutter	51
Curb & Gutter	52
Curb & Gutter	53
Curb & Gutter	54
Curb & Gutter	55
Curb & Gutter	56
Curb & Gutter	57

Type	Site Number
Catch Basin	3
Catch Basin	4
Catch Basin	5
Catch Basin	22
Catch Basin	23
Catch Basin	24
Catch Basin	25

Type	Site Number
STREET	169
STREET	170
STREET	184

Type	Site Number
Sidewalk	95
Sidewalk	96
Sidewalk	97
Sidewalk	98
Sidewalk	99
Sidewalk	100
Sidewalk	101
Sidewalk	102
Sidewalk	103
Sidewalk	104
Sidewalk	105
Sidewalk	106
Sidewalk	107
Sidewalk	108
Sidewalk	111

a. **Project Management:** The project shall include project management and coordination for the FEMA funded construction items within the JET Surface Project 4003 Bid documents.
b. **Bid Document Preparation:** Consultant shall work to identify FEMA funded construction locations to be included in the Surface Project 4003 bid documents and related work needed at each location.
   i. Consultant shall provide bid document preparation and coordination of the FEMA funded aspects of the project. Responsibilities include identifying each site and providing details on the necessary infrastructure replacement needed at each site.
   ii. The following items will be provided to the City:
      a. Engineering's estimate of probable cost
      b. Quantities Tabulation
      c. Special Provisions (as needed)
c. **Bidding:** Incorporation of information into the bid documents.

4. **Pre-Bid and Pre-Construction Conferences:** Conduct both Pre-Bid and Pre-Construction Conferences and distribute minutes accordingly. Issue any addendums that arise out of Pre-Bid conference, and any clarification that may arise out of the Pre-Construction conference.

5. **Grant Probable Compliance Verification**

Olsson shall provide the following services or items to be certified by the Grant Administrator:

a. Prepare the pre-construction report and minutes of the bid opening;
b. Prepare the Start of Construction Notice;
c. Obtain affidavits of publication for bids in a general circulation newspaper (newspaper of widest circulation in the region);
d. Obtain affidavits of publication for bids in minority and trade publications or evidence of direct solicitation;
e. Upon opening of bids, Olsson will verify contractor eligibility – through SAM.gov;
f. Review certified payrolls to verify and provide letter of probable compliance:
   - Complete with names, four-digit identification number, work classifications, hourly rates, etc.;
g. Documentation of fringes per hour for each classification, if applicable;
h. Apprentice documentation, if applicable;
i. Payroll review documentation;
j. Employee interviews to cover a representative number of trades throughout the project (2 interviews, twice monthly).

6. **Surveying Services:** JET Team shall perform professional services as requested by Contractor pursuant to the conditions provided herein. These services will include field staking as those services are requested by Contractor or the Contractor's designated representative. **All staking services are based on one time staking of each specified element.**

a. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements. JET Team will establish additional Temporary Bench Marks no greater than 500 foot intervals, as necessary.

b. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points shall be set on 50 foot intervals.

c. Stake Temp Easements and Right-of-Way: Set points to be used for the location temporary construction easements and permanent right-of-way. Stakes shall be set at 50 foot horizontal interval and at bends, radius points and other curve elements as required.

d. Stake Storm Water Improvements: Set offset stakes for storm structure and storm water pipes. Stakes shall indicate cut/fill to flow lines and inlet tops.

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

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

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

h. Stake Sidewalk: Set offset stakes for construction of concrete sidewalk per plan. Stakes shall be set at 50 foot horizontal interval and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to finish grade.

7. Construction Testing Services: Construction materials testing will be performed on this project in general compliance with the Standard Specifications for The City of Joplin, Missouri last updated February 1, 2017. The JET Team will provide quality assurance testing which shall include:

a. Materials Testing
   i. 375 cylinder breaks (75 concrete tests-5 cylinders per test)-CONCRETE
   ii. 2 Base Proctor
   iii. 2 Atterberg
   iv. 7 Lab Tests ASPHALT

b. Earthwork
   i. Observe stripping and grubbing of construction areas prior to placement of fill.
   ii. Sample fill materials for standard Proctor, Atterberg limits, and other requisite lab testing
   iii. Perform field moisture-density testing of structural fill, backfill, and subgrade preparation

c. Asphaltic Concrete

i. Perform verification testing in accordance with the Missouri Standard Specifications for Highway Construction. Tests and frequencies of testing are referenced in Table 403.19.3.
ii. Perform tests to determine mixture properties, gradation, deleterious content, and asphalt content on the retained portion of the QC samples at least once per week.

d. Portland Cement Concrete
i. Observe condition of the subgrade and reinforcing steel prior to placement of concrete.
ii. Determine that the concrete is delivered, conveyed, and consolidated into curbs, gutters, and formwork in accordance with the project specifications.
iii. Perform field tests on concrete delivered to the project site including concrete temperature, slump and air content.
iv. Cast cylinders from concrete placed for compressive strength testing.
v. Cure in the field, transport to and cure in our laboratory concrete cylinders until broken.

C. PROJECT ASSUMPTIONS

1. Fees can be shifted between phases and tasks.
2. The City will issue notice to proceed after City Council Approval.
3. Final plan reviews to be completed after City Council Approval.
4. The estimated construction period for the portion of work detailed in the Project 1 Surface Project 4003 design will be completed in 8 construction months. If the project is put on hold, then addition fees may be incurred due to project delays or extensions.
5. Utility relocation shall be completed by the respective utility company.
6. The land disturbance permit and SWPPP will be provided under the City's operating permit. The contractor shall be responsible for maintaining and updating the SWPPP. Furthermore, the contractor is responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMPs as set for in the SWPPP to meet all applicable city, state, and federal laws.
7. Survey:
   a. Staking for Utilities shall be performed at the time of project construction. Additional survey prior to construction shall be additional services.
   b. All hours shown are an estimate based on one-time staking of each of the specified elements
   c. Contractor must request services 48 hours prior to needing a field crew on-site.
   d. Fees include Office Calculations, Staking Supplies, Mileage and Travel Time to and from site. All staking shall be performed utilizing either Total Station or GPS technologies.
   e. All hours shown are an estimate based on one-time staking of each of the specified elements
8. Construction Testing Services:
   a. Our fees are based on providing 1 full time inspector for the project. Should additional inspectors be required, a supplemental agreement will be prepared.
   b. We have estimated that these projects will require the utilization of construction observation and materials testing personnel over an 8 month time period. Should the

projects be timed in a manner requiring the Jet Team to provide observation and testing personnel for more than 8 months, a supplemental agreement will be required.

D. EXCLUSIONS

1. Right of Way monumentation.
2. Condemnation services / Representation
3. Record drawings will be provided based on contractor provided markups. No post-construction survey will be completed.
4. Appraisal services.
5. Utility design, including waterline, sanitary sewer, gas, fiber optic, and electric design.
6. Contractor certifications.
7. Subcontractor certifications, if applicable.
8. All services not specifically listed are assumed to be excluded.
9. Right of Way Services (completed with previous partial action plan).

REIMBURSABLE EXPENSE SCHEDULE
PAP 8-1 PROJECT 1 SURFACE PROJECT 4003

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Travel Related Expenses: The Contractor shall comply with the City of Joplin travel policy with the exception of meal reimbursement. Per diem and incidentals are not applicable. Actual itemized receipts containing proof of payment should be provided for the meal purchased and not exceed the meal category General Services Administration (GSA) rate maximum for the City of Joplin in the City of Joplin travel policy.

Other Project Related Expenses: Other project related expenses not related to travel will be invoiced in accordance with the Reimbursable Expense Schedule and will not be subject to mark-up.

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

Clerical	**Cost**
Automobiles (Personal Vehicle)	$0.535/mile*
Automobiles (OA Vehicle) (in lieu of rental car when available)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Total Estimated Travel and Clerical Expense Fees	$7,033

Construction Materials Testing

Testing Assumptions:

Concrete

75 tests/5 cylinders per test= 375 cylinders

375 cylinders $19/break = **$7,125**

Making of cylinders included as part of inspection time since Olsson will be on site full time.

Soil

2 Soil Proctors @ $165/test = $330

2 Atterberg Soil @ $90/test = $180

Soil Testing= **$510**

Density tests of soil included as part of inspection time since we are on site full time.

Asphalt

1 test per day and/or per 1000 tons

Density test of asphalt included as part of inspection time since Olsson will be on site full time.

Asphalt Lab Tests

7 Lab Tests @ $1000 = $7,000

7 Times shipping to lab for full testing 20 X $87/ship = $609

Asphalt Lab Testing= **$7,609**

Total Construction Materials Testing Fees	$15,244
TOTAL EXPENSE FEES	**$22,277**

Total Project Fee

PROJECT 1 (4004) 26th STREET - 32ND STREET & MAIDEN LANE - MAIN STREET

Task No.	Task Description	Fee Estimate
1	Project Management	$ 33,671
2	Bidding Phase	$ 76,896
3	Construction Surveying	$ 189,975
4	Construction Administration	$ 184,719
5	Construction Inspection	$ 230,206
	Expenses (per attached Expense Schedule)	$ 30,904
	Total Project Cost (for tasks listed above)	**$ 746,371**

Project Name/Description PAP 8-1 Project 1 Surface Project 4004
Consultant Olsson Associates DBA: Joplin Joint Engineering Team

Engineering Services Agreement

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

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

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

~~A1.01 *Conceptual Phase*~~

~~A. Engineer shall:~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Billing/Payment Processing Options

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

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

pg. 2

A1.02 Preliminary Design Phase - (30 percent plans)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.03 *Utility Requirements*

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

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

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

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

A1.04 Surveying Services – General

A. Control Survey

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.

All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

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

B. Engineering Survey

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

C. Property Boundary Survey/Right-of-way Survey/Easements

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

D. Right-of-way and Easement Description Preparation

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

E. Right-of-way and Easement Staking

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

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

F. Existing United States Public Land Survey System Corners

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

G. Survey Records

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

H. Other Services

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

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

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

B. Determine parcel size.

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

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

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

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

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

A1.06 Final Design Phase

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.07 Bidding Phase

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

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

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

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

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

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

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

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

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

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

A1.08 Construction Phase

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

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

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer ~~(unless provided by the city)~~, and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth. The RPR shall comply with the state and federal (if applicable) prevailing wage laws including, but not limited to performing interviews as necessary to comply with state and federal (if applicable) prevailing wage laws.

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

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

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

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

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

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

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

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

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

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

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

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

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

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

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

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

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

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

18. *Inspections and Tests:*

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

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

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

19. *Change Proposals and Claims:*

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

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

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

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

quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

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

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

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

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

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

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

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon

written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

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

A1.09 Post-Construction Phase

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

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

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

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

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

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

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

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

~~d) Contractor certification and city recommendation:~~

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

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

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

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

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

EXHIBIT A

CLARIFICATION OF SERVICES

SURFACE PROJECT #4004

The following Clarification of Services, Assumptions, and Exclusions further define the ENGINEERING SERVICES AGREEMENT (Revision Date 8-25-2015) for the above reference project.

A. PROJECT DEFINITION: PROJECT 1 SURFACE PROJECT 4004

The project involves the construction services related to rebuilding infrastructure for Surface Project 4004 including the replacement of sidewalk, curb and gutter, streets, and storm inlets in the 4004 Project Area. The 4004 project area is bounded by 32nd Street to the south, 26th Street to the north, Maiden Lane to the west, and Main Street to the east.

The scope of work for this project as included in this partial action plan can generally be described as follows (for more detail reference Engineering Services Agreement and this Exhibit):

- Incorporate final City comments and finalize plans, specifications, and estimates;
- Incorporation of FEMA work;
- Bidding including project manual;
- Construction Observation;
- Construction Administration;
- Construction Inspection;
- Surveying Services;
- Materials Testing.

B. CLARIFICATION OF SERVICES

1. **Plan Finalization for Bidding:** Review, finalize, and incorporate final revisions to Plans and Specifications, other Construction Contract Documents, Right of Way Documents, utility coordination documents, bidding-related documents, and the most recent opinion of probable construction cost after review by the City.

2. **Bidding Phase:** After acceptance by Owner of the updated Construction Contract Documents, and upon written authorization by Owner to proceed, Engineer shall:
   i. 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.
   ii. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

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

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

v. 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.

vi. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids, assembling final contracts for execution by Owner and Contractor, and in issuing notices of award of such contracts.

vii. Construction Phase: Upon successful completion of the Bidding Phase, Engineer complete construction phase services in accordance with outlined scope and clarification consistent with Engineering Agreement and Exhibit A.

3. FEMA Incorporation: Location of the damage by site number is described as follows (Site numbers related to the FEMA application which details the location and type of work to be performed by the contractor that is awarded the project):

Type	Site Number
Catch Basin	18

Type	Site Number
SW	11
SW	34
SW	35
SW	37
SW	38
SW	39
SW	40
SW	42
SW	43
SW	48
SW	49
SW	50
SW	51
SW	52
SW	53
SW	58
SW	59
SW	78
SW	79
SW	90
SW	81
SW	82
SW	11

Type	Site
STREET	54
STREET	140
STREET	141
STREET	142
STREET	161
STREET	162
STREET	163
STREET	165
STREET	171
STREET	172
STREET	173
STREET	174
STREET	175
STREET	187

a. **Project Management:** The project shall include project management and coordination for the FEMA funded construction items within the JET Surface Project 4004 Bid documents.
b. **Bid Document Preparation:** Consultant shall work to identify FEMA funded construction locations to be included in the Surface Project 4004 bid documents and related work needed at each location.

   i. Consultant shall provide bid document preparation and coordination of the FEMA funded aspects of the project. Responsibilities include identifying each site and providing details on the necessary infrastructure replacement needed at each site.
   ii. The following items will be provided to the City:
      a. Engineering's estimate of probable cost
      b. Quantities Tabulation
      c. Special Provisions (as needed)
c. **Bidding:** Incorporation of information into the bid documents.

4. Pre-Bid and Pre-Construction Conferences: Conduct both Pre-Bid and Pre-Construction Conferences and distribute minutes accordingly. Issue any addendums that arise out of Pre-Bid conference, and any clarification that may arise out of the Pre-Construction conference.

5. Grant Probable Compliance Verification

Olsson shall provide the following services or items to be certified by the Grant Administrator:

a. Prepare the pre-construction report and minutes of the bid opening;
b. Prepare the Start of Construction Notice;
c. Obtain affidavits of publication for bids in a general circulation newspaper (newspaper of widest circulation in the region);
d. Obtain affidavits of publication for bids in minority and trade publications or evidence of direct solicitation;
e. Upon opening of bids, Olsson will verify contractor eligibility – through SAM.gov;
f. Review certified payrolls to verify and provide letter of probable compliance:
   - Complete with names, four-digit identification number, work classifications, hourly rates, etc.;
g. Documentation of fringes per hour for each classification, if applicable;
h. Apprentice documentation, if applicable;
i. Payroll review documentation;
j. Employee interviews to cover a representative number of trades throughout the project (2 interviews, twice monthly).

6. Surveying Services: JET Team shall perform professional services as requested by Contractor pursuant to the conditions provided herein. These services will include field staking as those services are requested by Contractor or the Contractor's designated representative. **All staking services are based on one time staking of each specified element.**

a. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements. JET Team will establish additional Temporary Bench Marks no greater than 500 foot intervals, as necessary.

b. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points shall be set on 50 foot intervals.

c. Stake Temp Easements and Right-of-Way: Set points to be used for the location temporary construction easements and permanent right-of-way. Stakes shall be set at 50 foot horizontal interval and at bends, radius points and other curve elements as required.

d. Stake Storm Water Improvements: Set offset stakes for storm structure and storm water pipes. Stakes shall indicate cut/fill to flow lines and inlet tops.

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

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

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

h. Stake Sidewalk: Set offset stakes for construction of concrete sidewalk per plan. Stakes shall be set at 50 foot horizontal interval and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to finish grade.

7. Construction Testing Services: Construction materials testing will be performed on this project in general compliance with the Standard Specifications for The City of Joplin, Missouri last updated February 1, 2017. The JET Team will provide quality assurance testing which shall include:

a. Materials Testing
   i. 375 cylinder breaks (75 concrete tests-5 cylinders per test)-CONCRETE
   ii. 2 Base Proctor
   iii. 2 Atterberg
   iv. 12 Lab Tests ASPHALT

b. Earthwork
   i. Observe stripping and grubbing of construction areas prior to placement of fill.
   ii. Sample fill materials for standard Proctor, Atterberg limits, and other requisite lab testing
   iii. Perform field moisture-density testing of structural fill, backfill, and subgrade preparation

c. Asphaltic Concrete
    i. Perform verification testing in accordance with the Missouri Standard Specifications for Highway Construction. Tests and frequencies of testing are referenced in Table 403.19.3.
    ii. Perform tests to determine mixture properties, gradation, deleterious content, and asphalt content on the retained portion of the QC samples at least once per week.

d. Portland Cement Concrete
    i. Observe condition of the subgrade and reinforcing steel prior to placement of concrete.
    ii. Determine that the concrete is delivered, conveyed, and consolidated into curbs, gutters, and formwork in accordance with the project specifications.
    iii. Perform field tests on concrete delivered to the project site including concrete temperature, slump and air content.
    iv. Cast cylinders from concrete placed for compressive strength testing.
    v. Cure in the field, transport to and cure in our laboratory concrete cylinders until broken.

C. PROJECT ASSUMPTIONS

1. Fees can be shifted between phases and tasks.
2. The City will issue notice to proceed after City Council Approval.
3. Final plan reviews to be completed after City Council Approval.
4. The estimated construction period for the portion of work detailed in the Project 1 Surface Project 4004 design will be completed in 8 construction months. If the project is put on hold, then addition fees may be incurred due to project delays or extensions.
5. Utility relocation shall be completed by the respective utility company.
6. The land disturbance permit and SWPPP will be provided under the City's operating permit. The contractor shall be responsible for maintaining and updating the SWPPP. Furthermore, the contractor is responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMPs as set for in the SWPPP to meet all applicable city, state, and federal laws.
7. Survey:
    a. Staking for Utilities shall be performed at the time of project construction. Additional survey prior to construction shall be additional services.
    b. All hours shown are an estimate based on one-time staking of each of the specified elements
    c. Contractor must request services 48 hours prior to needing a field crew on-site.
    d. Fees include Office Calculations, Staking Supplies, Mileage and Travel Time to and from site. All staking shall be performed utilizing either Total Station or GPS technologies.
    e. All hours shown are an estimate based on one-time staking of each of the specified elements
8. Construction Testing Services:
    a. Our fees are based on providing 1 full time inspector for the project. Should additional inspectors be required, a supplemental agreement will be prepared.
    b. We have estimated that these projects will require the utilization of construction observation and materials testing personnel over an 8 month time period. Should the

projects be timed in a manner requiring the Jet Team to provide observation and testing personnel for more than 8 months, a supplemental agreement will be required.

D. EXCLUSIONS

1. Right of Way monumentation.
2. Condemnation services / Representation
3. Record drawings will be provided based on contractor provided markups. No post-construction survey will be completed.
4. Appraisal services.
5. Utility design, including waterline, sanitary sewer, gas, fiber optic, and electric design.
6. Contractor certifications.
7. Subcontractor certifications, if applicable.
8. All services not specifically listed are assumed to be excluded.
9. Right of Way Services (completed with previous partial action plan).

REIMBURSABLE EXPENSE SCHEDULE
PAP 8-1 PROJECT 1 SURFACE PROJECT 4004

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Travel Related Expenses: The Contractor shall comply with the City of Joplin travel policy with the exception of meal reimbursement. Per diem and incidentals are not applicable. Actual itemized receipts containing proof of payment should be provided for the meal purchased and not exceed the meal category General Services Administration (GSA) rate maximum for the City of Joplin in the City of Joplin travel policy.

Other Project Related Expenses: Other project related expenses not related to travel will be invoiced in accordance with the Reimbursable Expense Schedule and will not be subject to mark-up.

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

Clerical	**Cost**
Automobiles (Personal Vehicle)	$0.535/mile*
Automobiles (OA Vehicle) (in lieu of rental car when available)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Total Estimated Travel and Clerical Expense Fees	$10,225

Construction Materials Testing

Testing Assumptions:

Concrete

75 tests/5 cylinders per test= 375 cylinders

375 cylinders $19/break = **$7,125**

Making of cylinders included as part of inspection time since Olsson will be on site full time.

Soil

2 Soil Proctors @ $165/test = $330

2 Atterberg Soil @ $90/test = $180

Soil Testing= **$510**

Density tests of soil included as part of inspection time since we are on site full time.

Asphalt

1 test per day and/or per 1000 tons

Density test of asphalt included as part of inspection time since Olsson will be on site full time.

Asphalt Lab Tests

12 Lab Tests @ $1000 = $12,000

12 Times shipping to lab for full testing 20 X $87/ship = $1,044

Asphalt Lab Testing= **$13,044**

Total Construction Materials Testing Fees	$20,679
TOTAL EXPENSE FEES	**$30,904**

Total Project Fee

PROJECT 1 (4006) 19th-26th & JACKSON-MAIN

Task No.	Task Description	Fee Estimate
1	Project Management	$ 68,523
2	Bidding Phase	$ 50,158
3	Construction Surveying	$ 207,273
4	Construction Administration	$ 179,981
5	Construction Inspection	$ 239,495
	Expenses (per attached Expense Schedule)	$ 39,913
	Total Project Cost (for tasks listed above)	**$ 785,342**

Project Name/Description PAP 8-1 Project 1 Surface Project 4006
Consultant Olsson Associates DBA: Joplin Joint Engineering Team

Engineering Services Agreement

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

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

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

~~A1.01 *Conceptual Phase*~~

~~A. Engineer shall:~~

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

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

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

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

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

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

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

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

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

~~pg. 1~~

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

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

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

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

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

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

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

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

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

C. Billing/Payment Processing Options

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

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

A1.02 Preliminary Design Phase - (30 percent plans)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.03 *Utility Requirements*

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

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

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

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

A1.04 Surveying Services – General

A. Control Survey

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.

All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

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

B. Engineering Survey

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

C. Property Boundary Survey/Right-of-way Survey/Easements

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

D. Right-of-way and Easement Description Preparation

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

E. Right-of-way and Easement Staking

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

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

F. Existing United States Public Land Survey System Corners

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

G. Survey Records

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

H. Other Services

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

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

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

B. Determine parcel size.

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

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

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

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

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

A1.06 Final Design Phase

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.07 Bidding Phase

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

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

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

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

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

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

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

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

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

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

A1.08 Construction Phase

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

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

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer ~~(unless provided by the city)~~, and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth. The RPR shall comply with the state and federal (if applicable) prevailing wage laws including, but not limited to performing interviews as necessary to comply with state and federal (if applicable) prevailing wage laws.

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

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

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

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

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

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

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

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

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

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

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

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

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

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

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

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

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

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

18. *Inspections and Tests:*

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

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

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

19. *Change Proposals and Claims:*

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

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

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

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

quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

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

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

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

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

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

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

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon

written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

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

A1.09 Post-Construction Phase

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

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

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

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

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

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

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

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

   ~~d) Contractor certification and city recommendation:~~

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

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

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

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

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

EXHIBIT A

CLARIFICATION OF SERVICES

SURFACE PROJECT #4006

The following Clarification of Services, Assumptions, and Exclusions further define the ENGINEERING SERVICES AGREEMENT (Revision Date 8-25-2015) for the above reference project.

A. PROJECT DEFINITION: PROJECT 1 SURFACE PROJECT 4006

The project involves the construction services related to rebuilding infrastructure for Surface Project 4006 including the replacement of sidewalk, curb and gutter, streets, and storm inlets in the 4005 Project Area. The 4006 project area is generally bounded by 26th Street to the south, 19th Street to the north, Jackson Avenue to the west, and Main Street to the east.

The scope of work for this project as included in this partial action plan can generally be described as follows (for more detail reference Engineering Services Agreement and this Exhibit):

- Incorporate final City comments and finalize plans, specifications, and estimates;
- Incorporation of FEMA work;
- Bidding including project manual;
- Construction Observation;
- Construction Administration;
- Construction Inspection;
- Surveying Services;
- Materials Testing.

B. CLARIFICATION OF SERVICES

1. **Plan Finalization for Bidding:** Review, finalize, and incorporate final revisions to Plans and Specifications, other Construction Contract Documents, Right of Way Documents, utility coordination documents, bidding-related documents, and the most recent opinion of probable construction cost after review by the City.

2. **Bidding Phase:** After acceptance by Owner of the updated Construction Contract Documents, and upon written authorization by Owner to proceed, Engineer shall:
   a. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
   b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
   c. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

d. Consult with Owner regarding the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
e. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents.
f. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids, assembling final contracts for execution by Owner and Contractor, and in issuing notices of award of such contracts.
g. Construction Phase: Upon successful completion of the Bidding Phase, Engineer complete construction phase services in accordance with outlined scope and clarification consistent with Engineering Agreement and Exhibit A.

3. FEMA Incorporation: Location of the damage by site number is described as follows (Site numbers related to the FEMA application which details the location and type of work to be performed by the contractor that is awarded the project):

Type	Site Number
Curb & Gutter	101

Type	Site Number
Catch Basin	2
Catch Basin	8
Catch Basin	12
Catch Basin	15
Catch Basin	16
Catch Basin	17
Catch Basin	20
Catch Basin	21
Catch Basin	26
Catch Basin	37

Type	Site Number
Sidewalk	109

Type	Site Number
STREET	46
STREET	56
STREET	57
STREET	58
STREET	59
STREET	62
STREET	63
STREET	76
STREET	78
STREET	79
STREET	80
STREET	81
STREET	82
STREET	84
STREET	85
STREET	86
STREET	87
STREET	88
STREET	89
STREET	90
STREET	91
STREET	92
STREET	93
STREET	95
STREET	96
STREET	129
STREET	154
STREET	176
STREET	191

Type	Site Number
STREET	64
STREET	65
STREET	66
STREET	67
STREET	68
STREET	70
STREET	72

a. **Project Management:** The project shall include project management and coordination for the FEMA funded construction items within the JET Surface Project 4006 Bid documents.
b. **Bid Document Preparation:** Consultant shall work to identify FEMA funded construction locations to be included in the Surface Project 4006 bid documents and related work needed at each location.
    i. Consultant shall provide bid document preparation and coordination of the FEMA funded aspects of the project. Responsibilities include identifying each site and providing details on the necessary infrastructure replacement needed at each site.
    ii. The following items will be provided to the City:
        a. Engineering's estimate of probable cost
        b. Quantities Tabulation
        c. Special Provisions (as needed)
c. **Bidding:** Incorporation of information into the bid documents.

4. **Pre-Bid and Pre-Construction Conferences:** Conduct both Pre-Bid and Pre-Construction Conferences and distribute minutes accordingly. Issue any addendums that arise out of Pre-Bid conference, and any clarification that may arise out of the Pre-Construction conference.

5. **Grant Probable Compliance Verification**

Olsson shall provide the following services or items to be certified by the Grant Administrator:

a. Prepare the pre-construction report and minutes of the bid opening;
b. Prepare the Start of Construction Notice;
c. Obtain affidavits of publication for bids in a general circulation newspaper (newspaper of widest circulation in the region);
d. Obtain affidavits of publication for bids in minority and trade publications or evidence of direct solicitation;
e. Upon opening of bids, Olsson will verify contractor eligibility – through SAM.gov;
f. Review certified payrolls to verify and provide letter of probable compliance:
    - Complete with names, four-digit identification number, work classifications, hourly rates, etc.;
g. Documentation of fringes per hour for each classification, if applicable;
h. Apprentice documentation, if applicable;
i. Payroll review documentation;
j. Employee interviews to cover a representative number of trades throughout the project (2 interviews, twice monthly).

6. **Surveying Services:** JET Team shall perform professional services as requested by Contractor pursuant to the conditions provided herein. These services will include field staking as those services are requested by Contractor or the Contractor's designated representative. **All staking services are based on one time staking of each specified element.**

a. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements. JET Team will establish additional Temporary Bench Marks no greater than 500 foot intervals, as necessary.

b. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points shall be set on 50 foot intervals.

c. Stake Temp Easements and Right-of-Way: Set points to be used for the location temporary construction easements and permanent right-of-way. Stakes shall be set at 50 foot horizontal interval and at bends, radius points and other curve elements as required.

d. Stake Storm Water Improvements: Set offset stakes for storm structure and storm water pipes. Stakes shall indicate cut/fill to flow lines and inlet tops.

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

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

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

h. Stake Sidewalk: Set offset stakes for construction of concrete sidewalk per plan. Stakes shall be set at 50 foot horizontal interval and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to finish grade.

7. Construction Testing Services: Construction materials testing will be performed on this project in general compliance with the Standard Specifications for The City of Joplin, Missouri last updated February 1, 2017. The JET Team will provide quality assurance testing which shall include:

a. Materials Testing
   i. 350 cylinder breaks (70 concrete tests-5 cylinders per test)-CONCRETE
   ii. 2 Base Proctor
   iii. 2 Atterberg
   iv. 15 Lab Tests ASPHALT

b. Earthwork
   i. Observe stripping and grubbing of construction areas prior to placement of fill.
   ii. Sample fill materials for standard Proctor, Atterberg limits, and other requisite lab testing
   iii. Perform field moisture-density testing of structural fill, backfill, and subgrade preparation

c. Asphaltic Concrete

i. Perform verification testing in accordance with the Missouri Standard Specifications for Highway Construction. Tests and frequencies of testing are referenced in Table 403.19.3.
ii. Perform tests to determine mixture properties, gradation, deleterious content, and asphalt content on the retained portion of the QC samples at least once per week.

d. Portland Cement Concrete
i. Observe condition of the subgrade and reinforcing steel prior to placement of concrete.
ii. Determine that the concrete is delivered, conveyed, and consolidated into curbs, gutters, and formwork in accordance with the project specifications.
iii. Perform field tests on concrete delivered to the project site including concrete temperature, slump and air content.
iv. Cast cylinders from concrete placed for compressive strength testing.
v. Cure in the field, transport to and cure in our laboratory concrete cylinders until broken.

C. PROJECT ASSUMPTIONS

1. Fees can be shifted between phases and tasks.
2. The City will issue notice to proceed after City Council Approval.
3. Final plan reviews to be completed after City Council Approval.
4. The estimated construction period for the portion of work detailed in the Project 1 Surface Project 4006 design will be completed in 8 construction months. If the project is put on hold, then addition fees may be incurred due to project delays or extensions.
5. Utility relocation shall be completed by the respective utility company.
6. The land disturbance permit and SWPPP will be provided under the City's operating permit. The contractor shall be responsible for maintaining and updating the SWPPP. Furthermore, the contractor is responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMPs as set for in the SWPPP to meet all applicable city, state, and federal laws.
7. Survey:
   a. Staking for Utilities shall be performed at the time of project construction. Additional survey prior to construction shall be additional services.
   b. All hours shown are an estimate based on one-time staking of each of the specified elements
   c. Contractor must request services 48 hours prior to needing a field crew on-site.
   d. Fees include Office Calculations, Staking Supplies, Mileage and Travel Time to and from site. All staking shall be performed utilizing either Total Station or GPS technologies.
   e. All hours shown are an estimate based on one-time staking of each of the specified elements
8. Construction Testing Services:
   a. Our fees are based on providing 1 full time inspector for the project. Should additional inspectors be required, a supplemental agreement will be prepared.
   b. We have estimated that these projects will require the utilization of construction observation and materials testing personnel over an 8 month time period. Should the

projects be timed in a manner requiring the Jet Team to provide observation and testing personnel for more than 8 months, a supplemental agreement will be required.

D. EXCLUSIONS

1. Right of Way monumentation.
2. Condemnation services / Representation
3. Record drawings will be provided based on contractor provided markups. No post-construction survey will be completed.
4. Appraisal services.
5. Utility design, including waterline, sanitary sewer, gas, fiber optic, and electric design.
6. Contractor certifications.
7. Subcontractor certifications, if applicable.
8. All services not specifically listed are assumed to be excluded.
9. Right of Way Services (completed with previous partial action plan).

REIMBURSABLE EXPENSE SCHEDULE
PAP 8-1 PROJECT 1 SURFACE PROJECT 4006

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Travel Related Expenses: The Contractor shall comply with the City of Joplin travel policy with the exception of meal reimbursement. Per diem and incidentals are not applicable. Actual itemized receipts containing proof of payment should be provided for the meal purchased and not exceed the meal category General Services Administration (GSA) rate maximum for the City of Joplin in the City of Joplin travel policy.

Other Project Related Expenses: Other project related expenses not related to travel will be invoiced in accordance with the Reimbursable Expense Schedule and will not be subject to mark-up.

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

Clerical	**Cost**
Automobiles (Personal Vehicle)	$0.535/mile*
Automobiles (OA Vehicle) (in lieu of rental car when available)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Total Estimated Travel and Clerical Expense Fees	$16,448

Construction Materials Testing

Testing Assumptions:

Concrete

70 tests/5 cylinders per test= 350 cylinders

350 cylinders $19/break = **$6,650**

Making of cylinders included as part of inspection time since Olsson will be on site full time.

Soil

2 Soil Proctors @ $165/test = $330

2 Atterberg Soil @ $90/test = $180

Soil Testing= **$510**

Density tests of soil included as part of inspection time since we are on site full time.

Asphalt

1 test per day and/or per 1000 tons

Density test of asphalt included as part of inspection time since Olsson will be on site full time.

Asphalt Lab Tests

15 Lab Tests @ $1000 = $15,000

15 Times shipping to lab for full testing 20 X $87/ship = $1,305

Asphalt Lab Testing= **$16,305**

Total Construction Materials Testing Fees	$23,465
TOTAL EXPENSE FEES	**$39,913**

Total Project Fee

PROJECT 1 (4008) 15th-20th & MAIN-OHIO

Task No.	Task Description	Fee Estimate
1	Project Management	$ 77,306
2	Bidding Phase	$ 63,277
3	Construction Surveying	$ 150,016
4	Construction Administration	$ 169,014
5	Construction Inspection	$ 189,588
	Expenses (per attached Expense Schedule)	$ 33,052
	Total Project Cost (for tasks listed above)	**$ 682,251**

Project Name/Description PAP 8-1 Project 1 Surface Project 4008
Consultant Olsson Associates DBA: Joplin Joint Engineering Team

Engineering Services Agreement

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

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

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

~~A1.01 *Conceptual Phase*~~

~~A. Engineer shall:~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Billing/Payment Processing Options

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

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

A1.02 Preliminary Design Phase - (30 percent plans)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.03 *Utility Requirements*

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

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

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

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

A1.04 Surveying Services – General

A. Control Survey

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.

All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

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

B. Engineering Survey

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

C. Property Boundary Survey/Right-of-way Survey/Easements

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

D. Right-of-way and Easement Description Preparation

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

E. Right-of-way and Easement Staking

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

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

F. Existing United States Public Land Survey System Corners

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

G. Survey Records

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

H. Other Services

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

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

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

B. Determine parcel size.

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

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

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

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

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

A1.06 Final Design Phase

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.07 Bidding Phase

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

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

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

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

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

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

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

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

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

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

A1.08 Construction Phase

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

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

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer ~~(unless provided by the city)~~, and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth. The RPR shall comply with the state and federal (if applicable) prevailing wage laws including, but not limited to performing interviews as necessary to comply with state and federal (if applicable) prevailing wage laws.

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

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

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

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

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

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

    a) Identify discrepancy
    b) Contractor submits pricing
    c) Cost analysis by Project Manager
    ~~d) Submit Conceptual Plan to MoDOT and FHWA, if applicable~~
    e) ~~Receive conceptual approval from both agencies and~~ give contract Notice to Proceed
    f) Change in work complete, submit official change Order with Justification ~~and copy of conceptual to MoDOT and FHWA if applicable~~ (justification provided by City Project Manager)
    g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

    a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c) ~~Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.~~

19. *Change Proposals and Claims:*

    a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

    b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of

quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon

written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 Post-Construction Phase

A. ~~Upon written authorization from Owner~~ during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:

a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
c) A final list of acceptance testers used on the project and a certification stating:

"The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing." Any deviations from the specifications must be explained along with the reason for acceptance.

"All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

"The project was constructed substantially in conformity with the plans and specifications for the project."

~~d) Contractor certification and city recommendation:~~

Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.

- The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

EXHIBIT A

CLARIFICATION OF SERVICES

SURFACE PROJECT #4008

The following Clarification of Services, Assumptions, and Exclusions further define the ENGINEERING SERVICES AGREEMENT (Revision Date 8-25-2015) for the above reference project.

A. PROJECT DEFINITION: PROJECT 1 SURFACE PROJECT 4008

The project involves the construction services related to rebuilding infrastructure for Surface Project 4008 including the replacement of sidewalk, curb and gutter, streets, and storm inlets in the 4008 Project Area. The 4008 project area is bounded by 20th Street to the south, 15th Street to the north, Main Street to the west, and Ohio Avenue to the east.

The scope of work for this project as included in this partial action plan can generally be described as follows (for more detail reference Engineering Services Agreement and this Exhibit):

- Incorporate final City comments and finalize plans, specifications, and estimates;
- Incorporation of FEMA work;
- Bidding including project manual;
- Construction Observation;
- Construction Administration;
- Construction Inspection;
- Surveying Services;
- Materials Testing.

B. CLARIFICATION OF SERVICES

1. **Plan Finalization for Bidding:** Review, finalize, and incorporate final revisions to Plans and Specifications, other Construction Contract Documents, Right of Way Documents, utility coordination documents, bidding-related documents, and the most recent opinion of probable construction cost after review by the City.

2. **Bidding Phase:** After acceptance by Owner of the updated Construction Contract Documents, and upon written authorization by Owner to proceed, Engineer shall:
   a. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
   b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
   c. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

d. Consult with Owner regarding the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
e. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents.
f. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids, assembling final contracts for execution by Owner and Contractor, and in issuing notices of award of such contracts.
g. Construction Phase: Upon successful completion of the Bidding Phase, Engineer complete construction phase services in accordance with outlined scope and clarification consistent with Engineering Agreement and Exhibit A.

3. FEMA Incorporation: Location of the damage by site number is described as follows (Site numbers related to the FEMA application which details the location and type of work to be performed by the contractor that is awarded the project):

Type	Site
Catch Basin	34

a. **Project Management:** The project shall include project management and coordination for the FEMA funded construction items within the JET Surface Project 4008 Bid documents.
b. **Bid Document Preparation:** Consultant shall work to identify FEMA funded construction locations to be included in the Surface Project 4008 bid documents and related work needed at each location.
   i. Consultant shall provide bid document preparation and coordination of the FEMA funded aspects of the project. Responsibilities include identifying each site and providing details on the necessary infrastructure replacement needed at each site.
   ii. The following items will be provided to the City:
      a. Engineering's estimate of probable cost
      b. Quantities Tabulation
      c. Special Provisions (as needed)
c. **Bidding:** Incorporation of information into the bid documents.

4. Pre-Bid and Pre-Construction Conferences: Conduct both Pre-Bid and Pre-Construction Conferences and distribute minutes accordingly. Issue any addendums that arise out of Pre-Bid conference, and any clarification that may arise out of the Pre-Construction conference.

5. Grant Probable Compliance Verification

Olsson shall provide the following services or items to be certified by the Grant Administrator:

a. Prepare the pre-construction report and minutes of the bid opening;

b. Prepare the Start of Construction Notice;
c. Obtain affidavits of publication for bids in a general circulation newspaper (newspaper of widest circulation in the region);
d. Obtain affidavits of publication for bids in minority and trade publications or evidence of direct solicitation;
e. Upon opening of bids, Olsson will verify contractor eligibility – through SAM.gov;
f. Review certified payrolls to verify and provide letter of probable compliance:
    - Complete with names, four-digit identification number, work classifications, hourly rates, etc.;
g. Documentation of fringes per hour for each classification, if applicable;
h. Apprentice documentation, if applicable;
i. Payroll review documentation;
j. Employee interviews to cover a representative number of trades throughout the project (2 interviews, twice monthly).

6. Surveying Services: JET Team shall perform professional services as requested by Contractor pursuant to the conditions provided herein. These services will include field staking as those services are requested by Contractor or the Contractor's designated representative. **All staking services are based on one time staking of each specified element.**

a. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements. JET Team will establish additional Temporary Bench Marks no greater than 500 foot intervals, as necessary.

b. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points shall be set on 50 foot intervals.

c. Stake Temp Easements and Right-of-Way: Set points to be used for the location temporary construction easements and permanent right-of-way. Stakes shall be set at 50 foot horizontal interval and at bends, radius points and other curve elements as required.

d. Stake Storm Water Improvements: Set offset stakes for storm structure and storm water pipes. Stakes shall indicate cut/fill to flow lines and inlet tops.

e. Stake Curb & Gutter: Set offset stakes for construction of concrete curb & gutter. Stakes shall be set at a 25 foot horizontal interval and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to top/back of curb.

f. Stake ADA Ramps: Set offset stakes for construction of ADA Ramps. Stakes shall indicate cut/fill to finish grade.

g. Stake Paved Drive Approaches: Set offset stakes for construction of driveway approaches. Stakes shall indicate cut/fill to finish grade.

h. Stake Sidewalk: Set offset stakes for construction of concrete sidewalk per plan. Stakes shall

be set at 50 foot horizontal interval and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to finish grade.

7. **Construction Testing Services:** Construction materials testing will be performed on this project in general compliance with the Standard Specifications for The City of Joplin, Missouri last updated February 1, 2017. The JET Team will provide quality assurance testing which shall include:

   a. Materials Testing
      i. 375 cylinder breaks (75 concrete tests-5 cylinders per test)-CONCRETE
      ii. 2 Base Proctor
      iii. 2 Atterberg
      iv. 16 Lab Tests ASPHALT

   b. Earthwork
      i. Observe stripping and grubbing of construction areas prior to placement of fill.
      ii. Sample fill materials for standard Proctor, Atterberg limits, and other requisite lab testing
      iii. Perform field moisture-density testing of structural fill, backfill, and subgrade preparation

   c. Asphaltic Concrete
      i. Perform verification testing in accordance with the Missouri Standard Specifications for Highway Construction. Tests and frequencies of testing are referenced in Table 403.19.3.
      ii. Perform tests to determine mixture properties, gradation, deleterious content, and asphalt content on the retained portion of the QC samples at least once per week.

   d. Portland Cement Concrete
      i. Observe condition of the subgrade and reinforcing steel prior to placement of concrete.
      ii. Determine that the concrete is delivered, conveyed, and consolidated into curbs, gutters, and formwork in accordance with the project specifications.
      iii. Perform field tests on concrete delivered to the project site including concrete temperature, slump and air content.
      iv. Cast cylinders from concrete placed for compressive strength testing.
      v. Cure in the field, transport to and cure in our laboratory concrete cylinders until broken.

C. PROJECT ASSUMPTIONS

1. Fees can be shifted between phases and tasks.
2. The City will issue notice to proceed after City Council Approval.
3. Final plan reviews to be completed after City Council Approval.
4. The estimated construction period for the portion of work detailed in the Project 1 Surface Project 4008 design will be completed in 8 construction months. If the project is put on hold, then addition fees may be incurred due to project delays or extensions.
5. Utility relocation shall be completed by the respective utility company.

6. The land disturbance permit and SWPPP will be provided under the City's operating permit. The contractor shall be responsible for maintaining and updating the SWPPP. Furthermore, the contractor is responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMPs as set for in the SWPPP to meet all applicable city, state, and federal laws.
7. Survey:
    a. Staking for Utilities shall be performed at the time of project construction. Additional survey prior to construction shall be additional services.
    b. All hours shown are an estimate based on one-time staking of each of the specified elements
    c. Contractor must request services 48 hours prior to needing a field crew on-site.
    d. Fees include Office Calculations, Staking Supplies, Mileage and Travel Time to and from site. All staking shall be performed utilizing either Total Station or GPS technologies.
    e. All hours shown are an estimate based on one-time staking of each of the specified elements
8. Construction Testing Services:
    a. Our fees are based on providing 1 full time inspector for the project. Should additional inspectors be required, a supplemental agreement will be prepared.
    b. We have estimated that these projects will require the utilization of construction observation and materials testing personnel over an 8 month time period. Should the projects be timed in a manner requiring the Jet Team to provide observation and testing personnel for more than 8 months, a supplemental agreement will be required.

D. EXCLUSIONS

1. Right of Way monumentation.
2. Condemnation services / Representation
3. Record drawings will be provided based on contractor provided markups. No post-construction survey will be completed.
4. Appraisal services.
5. Utility design, including waterline, sanitary sewer, gas, fiber optic, and electric design.
6. Contractor certifications.
7. Subcontractor certifications, if applicable.
8. All services not specifically listed are assumed to be excluded.
9. Right of Way Services (completed with previous partial action plan).

REIMBURSABLE EXPENSE SCHEDULE
PAP 8-1 PROJECT 1 SURFACE PROJECT 4008

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Travel Related Expenses: The Contractor shall comply with the City of Joplin travel policy with the exception of meal reimbursement. Per diem and incidentals are not applicable. Actual itemized receipts containing proof of payment should be provided for the meal purchased and not exceed the meal category General Services Administration (GSA) rate maximum for the City of Joplin in the City of Joplin travel policy.

Other Project Related Expenses: Other project related expenses not related to travel will be invoiced in accordance with the Reimbursable Expense Schedule and will not be subject to mark-up.

Invoice Reimbursement: The mark-up of charges is not allowed including but not limited to expenses and subcontractor charges.

Clerical	**Cost**
Automobiles (Personal Vehicle)	$0.540/mile*
Automobiles (OA Vehicle) (in lieu of rental car when available)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Total Estimated Travel and Clerical Expense Fees	$8,025

Construction Materials Testing

Testing Assumptions:

Concrete

75 tests/5 cylinders per test= 375 cylinders

375 cylinders $19/break = **$7,125**

Making of cylinders included as part of inspection time since Olsson will be on site full time.

Soil

2 Soil Proctors @ $165/test = $330

2 Atterberg Soil @ $90/test = $180

Soil Testing= **$510**

Density tests of soil included as part of inspection time since we are on site full time.

Asphalt

1 test per day and/or per 1000 tons

Density test of asphalt included as part of inspection time since Olsson will be on site full time.

Asphalt Lab Tests

16 Lab Tests @ $1000 = $16,000

16 Times shipping to lab for full testing 20 X $87/ship = $1,392

Asphalt Lab Testing= **$17,392**

Total Construction Materials Testing Fees	$25,027
TOTAL EXPENSE FEES	**$33,052**

Total Project Fee

PROJECT 1 (4010) 20th STREET - 26th STREET & MAIN STREET - INDIANA AVENUE

Task No.	Task Description	Fee Estimate
1	Project Management	$ 70,005
2	Bidding Phase	$ 57,589
3	Construction Surveying	$ 139,950
4	Construction Administration	$ 158,445
5	Construction Inspection	$ 172,506
	Expenses (per attached Expense Schedule)	$ 22,000
	Total Project Cost (for tasks listed above)	**$ 620,496**

Project Name/Description PAP 8-1 Project 1 Surface Project 4010
Consultant Olsson Associates DBA: Joplin Joint Engineering Team

Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

~~A1.01 *Conceptual Phase*~~

~~A. Engineer shall:~~

~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~

~~- If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.~~

~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~

~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~

~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~

~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~

~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~

~~8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and~~

Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

13. Perform or provide the following other Study and Report Phase tasks or deliverables:

14. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.

15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

C. Billing/Payment Processing Options

1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

2. Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent – Preliminary plans, 60 percent Right of Way plans, 90 percent Final plans and bid documents, 100 percent project completion.

A1.02 Preliminary Design Phase - (30 percent plans)

A. Proceed with Preliminary Design Phase after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, and Indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Include on plans, property lines, structure locations, ownership names and contact information.

3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

4. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"

5. Visit the Site as needed to prepare the Preliminary Design Phase documents.

6. Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.

7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer

to include in the draft bidding related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

10. Development communication plan for project: considering the use of door hangers, letters, public meetings, changeable message boards.

11. Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).

B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.

D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)

A1.04 Surveying Services – General

A. Control Survey

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.

All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

Control points and temporary bench marks will be set inter-visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.

B. Engineering Survey

Provide topographic engineering survey for the length of the project to facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.

C. Property Boundary Survey/Right-of-way Survey/Easements

Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of-way plans.

D. Right-of-way and Easement Description Preparation

Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.

E. Right-of-way and Easement Staking

During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.

Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes.

F. Existing United States Public Land Survey System Corners

All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.

H. Other Services

Services not covered by A through F that are determined in the scoping meeting to be necessary for completion of the project.

A1.05 Right of Way Plan Phase – 60 percent plans

A. Determine parcels and parcel ownership information to be included on right of way plans.

B. Determine parcel size.

C. Prepare R.O.W. plan tabulation sheet.

D. Prepare R.O.W. plan sheets showing easement and right of way takings.

E. Furnish 6 review copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.

G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.

A1.06 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement related instructions and forms, text, or content received from Owner.

9. Contract shall include contractor provided changeable message signs to communication construction information.

10. Furnish for review by Owner, its legal counsel, and other advisors, 6 copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for

~~proposals or other construction procurement documents), and any other Final Design Phase deliverables.~~

~~C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.~~

A1.07 Bidding Phase

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (~~or requests for proposals or other construction procurement documents~~), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, ~~and upon written authorization by Owner to proceed,~~ Engineer shall:

1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conference~~s~~, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

4. ~~If Federal funding is involved, set up prequalification's for contractor.~~ This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file

5. ~~Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.~~

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for

execution by Owner and Contractor, and in issuing notices of award of such contracts.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

A1.08 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, ~~and upon written authorization from Owner,~~ Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer ~~(unless provided by the city)~~, and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth. The RPR shall comply with the state and federal (if applicable) prevailing wage laws including, but not limited to performing interviews as necessary to comply with state and federal (if applicable) prevailing wage laws.

~~3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified.~~

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

~~pg. 10~~

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

    a) Identify discrepancy
    b) Contractor submits pricing
    c) Cost analysis by Project Manager
    ~~d) Submit Conceptual Plan to MoDOT and FHWA, if applicable~~
    e) ~~Receive conceptual approval from both agencies and~~ give contract Notice to Proceed
    f) Change in work complete, submit official change Order with Justification ~~and copy of conceptual to MoDOT and FHWA if applicable~~ (justification provided by City Project Manager)
    g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

    a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c) ~~Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.~~

19. *Change Proposals and Claims:*

    a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

    b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of

quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon

written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 Post-Construction Phase

A. ~~Upon written authorization from Owner~~ during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:

a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
c) A final list of acceptance testers used on the project and a certification stating:

"The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing." Any deviations from the specifications must be explained along with the reason for acceptance.

"All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

"The project was constructed substantially in conformity with the plans and specifications for the project."

~~d) Contractor certification and city recommendation:~~

Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.

- The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

EXHIBIT A

CLARIFICATION OF SERVICES

SURFACE PROJECT #4010

The following Clarification of Services, Assumptions, and Exclusions further define the ENGINEERING SERVICES AGREEMENT (Revision Date 8-25-2015) for the above reference project.

A. PROJECT DEFINITION: PROJECT 1 SURFACE PROJECT 4010

The project involves the construction services related to rebuilding infrastructure for Surface Project 4010 including the replacement of sidewalk, curb and gutter, streets, and storm inlets in the 4010 Project Area. The 4010 project area is bounded by 26th Street to the south, 20th Street to the north, Main Street to the west, and Indiana Avenue to the east.

The scope of work for this project as included in this partial action plan can generally be described as follows (for more detail reference Engineering Services Agreement and this Exhibit):

- Incorporate final City comments and finalize plans, specifications, and estimates;
- Incorporation of FEMA work;
- Bidding including project manual;
- Construction Observation;
- Construction Administration;
- Construction Inspection;
- Surveying Services;
- Materials Testing.

B. CLARIFICATION OF SERVICES

1. **Plan Finalization for Bidding:** Review, finalize, and incorporate final revisions to Plans and Specifications, other Construction Contract Documents, Right of Way Documents, utility coordination documents, bidding-related documents, and the most recent opinion of probable construction cost after review by the City.

2. **Bidding Phase:** After acceptance by Owner of the updated Construction Contract Documents, and upon written authorization by Owner to proceed, Engineer shall:
   a. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
   b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

c. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.
d. Consult with Owner regarding the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
e. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents.
f. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids, assembling final contracts for execution by Owner and Contractor, and in issuing notices of award of such contracts.
g. Construction Phase: Upon successful completion of the Bidding Phase, Engineer complete construction phase services in accordance with outlined scope and clarification consistent with Engineering Agreement and Exhibit A.

3. FEMA Incorporation: Location of the damage by site number is described as follows (Site numbers related to the FEMA application which details the location and type of work to be performed by the contractor that is awarded the project):

Type	Site Number	Type	Site Number
Curb & Gutter	1	Curb & Gutter	34
Curb & Gutter	2	Curb & Gutter	35
Curb & Gutter	3	Curb & Gutter	36
Curb & Gutter	4	Curb & Gutter	37
Curb & Gutter	5	Curb & Gutter	38
Curb & Gutter	6	Curb & Gutter	39
Curb & Gutter	7	Curb & Gutter	40
Curb & Gutter	8	Curb & Gutter	44
Curb & Gutter	9	Curb & Gutter	45
Curb & Gutter	10	Curb & Gutter	46
Curb & Gutter	11	Curb & Gutter	47
Curb & Gutter	12	Curb & Gutter	59
Curb & Gutter	13	Curb & Gutter	60
Curb & Gutter	14	Curb & Gutter	61
Curb & Gutter	15	Curb & Gutter	62
Curb & Gutter	16	Curb & Gutter	63
Curb & Gutter	17	Curb & Gutter	64
Curb & Gutter	27	Curb & Gutter	65
Curb & Gutter	28	Curb & Gutter	66
Curb & Gutter	29	Curb & Gutter	67
Curb & Gutter	30	Curb & Gutter	68
Curb & Gutter	31	Curb & Gutter	69
Curb & Gutter	32	Curb & Gutter	70
Curb & Gutter	33	Curb & Gutter	71

Type	Site Number	Type	Site Number	Type	Site Number
Curb & Gutter	72	SW	1	SW	114
Curb & Gutter	73	SW	2	SW	115
Curb & Gutter	74	SW	3	SW	116
Curb & Gutter	75	SW	4	SW	117
Curb & Gutter	76	SW	5	SW	118
Curb & Gutter	77	SW	6	SW	119
Curb & Gutter	78	SW	7	SW	120
Curb & Gutter	79	SW	8	Type	Site
Curb & Gutter	80	SW	9	STREET	1
Curb & Gutter	81	SW	10	STREET	2
Curb & Gutter	82	SW	12	STREET	94
Curb & Gutter	83	SW	13	STREET	100
Curb & Gutter	84	SW	14	STREET	101
Curb & Gutter	85	SW	15	STREET	102
Curb & Gutter	86	SW	16	STREET	130
Curb & Gutter	87	SW	17	STREET	131
Curb & Gutter	93	SW	18	STREET	132
Curb & Gutter	94	SW	19	STREET	133
Curb & Gutter	95	SW	20	STREET	134
Curb & Gutter	96	SW	21	STREET	135
Curb & Gutter	97	SW	22	STREET	136
Curb & Gutter	98	SW	23	STREET	137
Curb & Gutter	99	SW	24	STREET	138
Curb & Gutter	100	SW	25	STREET	139
Curb & Gutter	107	SW	26	STREET	144
Curb & Gutter	108	SW	27	STREET	145
Curb & Gutter	109	SW	28	STREET	146
Curb & Gutter	110	SW	29	STREET	148
Curb & Gutter	111	SW	30	STREET	150
Type	Site Number	SW	31	STREET	151
Catch Basin	10	SW	32	STREET	179
Catch Basin	29	SW	33	STREET	190
Catch Basin	30	SW	112		
Catch Basin	35	SW	113		

a. **Project Management:** The project shall include project management and coordination for the FEMA funded construction items within the JET Surface Project 4010 Bid documents.
b. **Bid Document Preparation:** Consultant shall work to identify FEMA funded construction locations to be included in the Surface Project 4010 bid documents and related work needed at each location.

i. Consultant shall provide bid document preparation and coordination of the FEMA funded aspects of the project. Responsibilities include identifying each site and providing details on the necessary infrastructure replacement needed at each site.

ii. The following items will be provided to the City:
   a. Engineering's estimate of probable cost
   b. Quantities Tabulation
   c. Special Provisions (as needed)

c. **Bidding:** Incorporation of information into the bid documents.

4. **Pre-Bid and Pre-Construction Conferences:** Conduct both Pre-Bid and Pre-Construction Conferences and distribute minutes accordingly. Issue any addendums that arise out of Pre-Bid conference, and any clarification that may arise out of the Pre-Construction conference.

5. **Grant Probable Compliance Verification**

Olsson shall provide the following services or items to be certified by the Grant Administrator:

a. Prepare the pre-construction report and minutes of the bid opening;
b. Prepare the Start of Construction Notice;
c. Obtain affidavits of publication for bids in a general circulation newspaper (newspaper of widest circulation in the region);
d. Obtain affidavits of publication for bids in minority and trade publications or evidence of direct solicitation;
e. Upon opening of bids, Olsson will verify contractor eligibility – through SAM.gov;
f. Review certified payrolls to verify and provide letter of probable compliance:
   - Complete with names, four-digit identification number, work classifications, hourly rates, etc.;
g. Documentation of fringes per hour for each classification, if applicable;
h. Apprentice documentation, if applicable;
i. Payroll review documentation;
j. Employee interviews to cover a representative number of trades throughout the project (2 interviews, twice monthly).

6. **Surveying Services:** JET Team shall perform professional services as requested by Contractor pursuant to the conditions provided herein. These services will include field staking as those services are requested by Contractor or the Contractor's designated representative. **All staking services are based on one time staking of each specified element.**

a. Verify/Establish Project Control: Verify horizontal & vertical control points and any other information necessary for the accurate layout of site improvements. JET Team will establish additional Temporary Bench Marks no greater than 500 foot intervals, as necessary.

b. Stake Demolition: Set points to be used for the location of saw cuts for demolition. Points

shall be set on 50 foot intervals.

c. Stake Temp Easements and Right-of-Way: Set points to be used for the location temporary construction easements and permanent right-of-way. Stakes shall be set at 50 foot horizontal interval and at bends, radius points and other curve elements as required.

d. Stake Storm Water Improvements: Set offset stakes for storm structure and storm water pipes. Stakes shall indicate cut/fill to flow lines and inlet tops.

e. Stake Curb & Gutter: Set offset stakes for construction of concrete curb & gutter. Stakes shall be set at a 25 foot horizontal interval and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to top/back of curb.

f. Stake ADA Ramps: Set offset stakes for construction of ADA Ramps. Stakes shall indicate cut/fill to finish grade.

g. Stake Paved Drive Approaches: Set offset stakes for construction of driveway approaches. Stakes shall indicate cut/fill to finish grade.

h. Stake Sidewalk: Set offset stakes for construction of concrete sidewalk per plan. Stakes shall be set at 50 foot horizontal interval and at bends, radius points and other curve elements as required. Stakes shall indicate cut/fill to finish grade.

7. Construction Testing Services: Construction materials testing will be performed on this project in general compliance with the Standard Specifications for The City of Joplin, Missouri last updated February 1, 2017. The JET Team will provide quality assurance testing which shall include:

a. Materials Testing
   i. 300 cylinder breaks (60 concrete tests-5 cylinders per test)-CONCRETE
   ii. 2 Base Proctor
   iii. 2 Atterberg
   iv. 8 Lab Tests ASPHALT

b. Earthwork
   i. Observe stripping and grubbing of construction areas prior to placement of fill.
   ii. Sample fill materials for standard Proctor, Atterberg limits, and other requisite lab testing
   iii. Perform field moisture-density testing of structural fill, backfill, and subgrade preparation

c. Asphaltic Concrete
   i. Perform verification testing in accordance with the Missouri Standard Specifications for Highway Construction. Tests and frequencies of testing are referenced in Table 403.19.3.
   ii. Perform tests to determine mixture properties, gradation, deleterious content, and asphalt content on the retained portion of the QC samples at least once per week.

d. Portland Cement Concrete
   i. Observe condition of the subgrade and reinforcing steel prior to placement of concrete.
   ii. Determine that the concrete is delivered, conveyed, and consolidated into curbs, gutters, and formwork in accordance with the project specifications.
   iii. Perform field tests on concrete delivered to the project site including concrete temperature, slump and air content.
   iv. Cast cylinders from concrete placed for compressive strength testing.
   v. Cure in the field, transport to and cure in our laboratory concrete cylinders until broken.

C. PROJECT ASSUMPTIONS

1. Fees can be shifted between phases and tasks.
2. The City will issue notice to proceed after City Council Approval.
3. Final plan reviews to be completed after City Council Approval.
4. The estimated construction period for the portion of work detailed in the Project 1 Surface Project 4010 design will be completed in 8 construction months. If the project is put on hold, then addition fees may be incurred due to project delays or extensions.
5. Utility relocation shall be completed by the respective utility company.
6. The land disturbance permit and SWPPP will be provided under the City's operating permit. The contractor shall be responsible for maintaining and updating the SWPPP. Furthermore, the contractor is responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMPs as set for in the SWPPP to meet all applicable city, state, and federal laws.
7. Survey:
   a. Staking for Utilities shall be performed at the time of project construction. Additional survey prior to construction shall be additional services.
   b. All hours shown are an estimate based on one-time staking of each of the specified elements
   c. Contractor must request services 48 hours prior to needing a field crew on-site.
   d. Fees include Office Calculations, Staking Supplies, Mileage and Travel Time to and from site. All staking shall be performed utilizing either Total Station or GPS technologies.
   e. All hours shown are an estimate based on one-time staking of each of the specified elements
8. Construction Testing Services:
   a. Our fees are based on providing 1 full time inspector for the project. Should additional inspectors be required, a supplemental agreement will be prepared.
   b. We have estimated that these projects will require the utilization of construction observation and materials testing personnel over an 8 month time period. Should the projects be timed in a manner requiring the Jet Team to provide observation and testing personnel for more than 8 months, a supplemental agreement will be required.

D. EXCLUSIONS

1. Right of Way monumentation.
2. Condemnation services / Representation
3. Record drawings will be provided based on contractor provided markups. No post-construction survey will be completed.
4. Appraisal services.
5. Utility design, including waterline, sanitary sewer, gas, fiber optic, and electric design.
6. Contractor certifications.
7. Subcontractor certifications, if applicable.
8. All services not specifically listed are assumed to be excluded.
9. Right of Way Services (completed with previous partial action plan).

REIMBURSABLE EXPENSE SCHEDULE
PAP 8-1 PROJECT 1 SURFACE PROJECT 4010

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Travel Related Expenses: The Contractor shall comply with the City of Joplin travel policy with the exception of meal reimbursement. Per diem and incidentals are not applicable. Actual itemized receipts containing proof of payment should be provided for the meal purchased and not exceed the meal category General Services Administration (GSA) rate maximum for the City of Joplin in the City of Joplin travel policy.

Other Project Related Expenses: Other project related expenses not related to travel will be invoiced in accordance with the Reimbursable Expense Schedule and will not be subject to mark-up.

Invoice Reimbursement: The mark-up of charges is not allowed including but not limited to expenses and subcontractor charges.

Clerical	**Cost**
Automobiles (Personal Vehicle)	$0.535/mile*
Automobiles (OA Vehicle) (in lieu of rental car when available)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Total Estimated Travel and Clerical Expense Fees	$7,094

Construction Materials Testing

Testing Assumptions:

Concrete

60 tests/5 cylinders per test= 300 cylinders

300 cylinders $19/break = **$5,700**

Making of cylinders included as part of inspection time since Olsson will be on site full time.

Soil

2 Soil Proctors @ $165/test = $330

2 Atterberg Soil @ $90/test = $180

Soil Testing= **$510**

Density tests of soil included as part of inspection time since we are on site full time.

Asphalt

1 test per day and/or per 1000 tons

Density test of asphalt included as part of inspection time since Olsson will be on site full time.

Asphalt Lab Tests

8 Lab Tests @ $1000 = $8,000

8 Times shipping to lab for full testing 20 X $87/ship = $696

Asphalt Lab Testing= **$8,696**

Total Construction Materials Testing Fees	$14,906
TOTAL EXPENSE FEES	**$22,000**

OLSSON ASSOCIATES

Billing Rate Table
Joplin CDBG PAP 8-1

Classifications	2016	2017	2018
Design Services			
Principal in Charge	$255.00	$262.65	$270.53
Program Manager	$185.00	$190.55	$196.27
Client Manager	$180.00	$185.40	$190.96
Senior Engineer	$171.00	$176.13	$181.41
Senior Project Engineer	$155.00	$159.65	$164.44
Project Engineer	$132.00	$135.96	$140.04
Associate Engineer	$116.00	$119.48	$123.06
Assistant Engineer	$96.00	$98.88	$101.85
Senior Landscape Architect	$150.00	$154.50	$159.14
Project Landscape Architect	$110.00	$113.30	$116.70
Design Associate	$107.00	$110.21	$113.52
Senior Technician	$86.00	$88.58	$91.24
Associate Technician	$72.00	$74.16	$76.38
Assistant Technician	$61.00	$62.83	$64.71
Student Technician	$61.00	$62.83	$64.71
Field Services			
Senior Surveyor	$148.00	$152.44	$157.01
Surveyor	$92.00	$94.76	$97.60
Survey 1-Man Crew	$120.00	$120.00	$120.00
Survey 2-Man Crew	$150.00	$150.00	$150.00
Senior Scientist	$148.00	$152.44	$157.01
Project Scientist	$112.00	$115.36	$118.82
Associate Scientist	$90.00	$92.70	$95.48
Certified Welder Inspector	$100.00	$103.00	$106.09
ICC Welding Inspector	$100.00	$103.00	$106.09
Bolting Inspector	$100.00	$103.00	$106.09
Standby Time	$100.00	$103.00	$106.09
Steel Technician	$100.00	$103.00	$106.09
Steel Technician Standby	$100.00	$103.00	$106.09
Steel Technician Overtime	$150.00	$154.50	$159.14
Steel Technician Re-Observation	$100.00	$103.00	$106.09
Steel Technician Re-Observation OT	$150.00	$154.50	$159.14
NDT Level II Technician	$110.00	$113.30	$116.70
NDT Level II Standby	$110.00	$113.30	$116.70
NDT Level II Double Time	$220.00	$226.60	$233.40

Classifications (cont.)	**2016**	**2017**	**2018**
NDT Level III Technician	$285.00	$293.55	$302.36
NDT Technician Overtime	$165.00	$169.95	$175.05
NDT 2 Man Crew	$170.00	$175.10	$180.35
NDT 2 Man Crew Re-Observation	$170.00	$175.10	$180.35
NDT 2-Man Crew Overtime	$255.00	$262.65	$270.53
NDT 2-Man Crew Double Time	$340.00	$350.20	$360.71
NDT 3 Man Crew - A (1 Level II)	$235.00	$242.05	$249.31
NDT 3-Man Crew - A (1 Level II) Overtime	$352.50	$363.08	$373.97
NDT 3 Man Crew - B (2 Level II)	$290.00	$298.70	$307.66
NDT 3-Man Crew - B (2 Level II) Overtime	$435.00	$448.05	$461.49
NDT Support Crew	$60.00	$61.80	$63.65
Technician	$60.00	$61.80	$63.65
Technician Re-Observation	$60.00	$61.80	$63.65
Technician Standby	$60.00	$61.80	$63.65
Technician – Overtime	$90.00	$92.70	$95.48
Senior Technician	$70.00	$72.10	$74.26
Senior Technician Re-Observation	$70.00	$72.10	$74.26
Senior Technician Standby	$70.00	$72.10	$74.26
Senior Technician – Overtime	$105.00	$108.15	$111.39
NACE Inspection	$100.00	$103.00	$106.09
NACE Inspection Overtime	$150.00	$154.50	$159.14
SWPPP Inspections	$85.00	$87.55	$90.18
Administrative Services			
Administrative Coordinator	$80.00	$82.40	$84.87
Administrative Assistant	$66.00	$67.98	$70.02
Network Systems Administrator	$97.00	$99.91	$102.91
Secretarial	$52.00	$53.56	$55.17

OLSSON ASSOCIATES

Field Service Unit Rate Table
Joplin CDBG PAP 8-1

Unit Code and Description		2016 Rates	2017 Rates	2018 Rates
STDPCTR OLA	Standard Proctor	$165.00	$169.95	$175.05
MODPCTR OLA	Modified Proctor	$205.00	$211.15	$217.48
OVSZCMP OLA	Oversize Correction	$60.00	$61.80	$63.65
ATERBRG OLA	Atterberg Limits	$90.00	$92.70	$95.48
CLFRPRT	Clay Lumps & Friable Particles in Aggregates	$315.00	$324.45	$334.18
CUTRIAX	Consolidated Undrained Triaxal Comp	$1,600.00	$1,648.00	$1,697.44
CUTRIAX	Consolidated Undrained Triaxal Comp-Remold	$1,950.00	$2,008.50	$2,068.76
LA ABR	Degradation of Aggregate by LAR Machine	$400.00	$412.00	$424.36
DLTMIL	Deleterious Content of Aggregates	$60.00	$61.80	$63.65
	Lightweight Particles in Aggregates	$200.00	$206.00	$212.18
GRAD>34 OLA	Gradation > 3/4"	$120.00	$123.60	$127.31
GRAD<34 OLA	Gradation < 3/4"	$100.00	$103.00	$106.09
MGA S OLA	Grain Size Analysis (Sieves)	$100.00	$103.00	$106.09
MGA H OLA	Grain Size Analysis (Hydrometer)	$165.00	$169.95	$175.05
RELDT	Min/Max Index Density & Unit Weight (Vibatory Table)	$236.00	$243.08	$250.37
RRG	Particle Size Analysis of Riprap Materials	$1,200.00	$1,236.00	$1,273.08
P-200 OLA	Percent Fines (Passing #200)	$60.00	$61.80	$63.65
SPCFGVT OLA	Specific Gravity of Course Aggregate	$145.00	$149.35	$153.83
SPCFGVT OLA	Specific Gravity of Fine Aggregate	$145.00	$149.35	$153.83
%FR CA	Percentage of Fractured Particles in Course Aggregate	$90.00	$92.70	$95.48
MC OLA	Percent Moisture Content	$11.00	$11.33	$11.67
CNHDPRM OLA	Permeability of Granular Soils (Constant Head)	$150.00	$154.50	$159.14
FHDPRM OLA	Permeability of Granular Soils (Falling Head)	$150.00	$154.50	$159.14
	Moisture Content by Microwave	$16.00	$16.48	$16.97
DRYDENS OLA	Dry Density Test	$21.00	$21.63	$22.28
DST	Direct Shear Test of Soils (1 pt)	$450.00	$463.50	$477.41
1 PT	One Point Procter Verification	$55.00	$56.65	$58.35
ORGIMP OLA	Organic Impurities in Fine Aggregate	$95.00	$97.85	$100.79
UCT OLA	Unconfined Compressive Strength - Soil	$47.00	$48.41	$49.86
CMPS RC	Unconfined Compressive Strength - Rock	$57.00	$58.71	$60.47
UUTRIAX	Unconsolidated-Undrained Triaxial Compression	$150.00	$154.50	$159.14
UNIT WT	Unit Weight	$65.00	$66.95	$68.96
COMPS C OLA	Compressive Strength - Concrete Cylinder	$19.00	$19.57	$20.16
COMPSCC OLA	Compressive Strength - Concrete Core	$52.00	$53.56	$55.17
COMPS G OLA	Compressive Strength - Grout	$38.00	$39.14	$40.31
COMPS B OLA	Compressive Strength - Block	$115.00	$118.45	$122.00

Unit Code and Description (cont.)		2016 Rates	2017 Rates	2018 Rates
HLWPRSM OLA	Compressive Strength - Block Prism	$145.00	$149.35	$153.83
COMPS M OLA	Compressive Strength - Mortar	$38.00	$39.14	$40.31
C BEAM (3 PT)	Flexural Strength - Concrete Beam 3 Point	$62.00	$63.86	$65.78
FLXST OLA	Flexural Strength - Concrete Beam Center PT	$62.00	$63.86	$65.78
CORDNST OLA	Core Density	$28.00	$28.84	$29.71
CORTHIK OLA	Core Thickness	$22.00	$22.66	$23.34
MVE OLA	Vapor Emission Test Kit	$45.00	$46.35	$47.74
A MX VRF OLA	Asphalt Mix Verification Test	$1,250.00	$1,287.50	$1,326.13
A IGNOV OLA	Oil Content - Ignition Method	$170.00	$175.10	$180.35
ARVD	Percent Air Voids in Compacted Paving Mix	$30.00	$30.90	$31.83
CORDNST OLA	Bulk Specific Gravity	$29.00	$29.87	$30.77
A EX	Quantitative Extraction of Bituman Paving Mix	$175.00	$180.25	$185.66
	Gyratory Compaction Bulk Specific (1-point)	$140.00	$144.20	$148.53
MAR D OLA	Marshall Density	$155.00	$159.65	$164.44
STA/FLO	Marshall Stability and Flow	$270.00	$278.10	$286.44
SIEVE	Sieve Analysis of Extracted Gravity	$100.00	$103.00	$106.09
SPCFGZVT OLA	Theoretical Maximum Specific Gravity	$175.00	$180.25	$185.66
TRQWNCH OLA	Torque Wrench	$60.00	$61.80	$63.65
CORMCH OLA	Concrete Coring Equipment - Per Day	$145.00	$149.35	$153.83
MBLAB OLASI	Mobile Lab - Per Month	$400.00	$412.00	$424.36
	Construction Vehicle - Per Mile	$0.75	$0.77	$0.80

CJW
Providing Transportation and Engineering Solutions

5051 S. National, Ste. 4-110
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

	Hourly Rates		
Staff Classification	2016	2017	2018
Principal	$162.00	$167.00	$172.00
Senior Engineer	$143.00	$147.00	$151.00
Project Engineer	$101.00	$104.00	$107.00
Engineer Intern	$69.00	$71.00	$73.00
Project Manager	$79.00	$81.00	$83.00
Inspector	$79.00	$81.00	$83.00
Senior Designer	$79.00	$81.00	$83.00
Senior Designer II	$74.00	$76.00	$78.00
Survey Manager / PLS	$83.00	$85.00	$88.00
Survey Crew Chief	$69.00	$71.00	$73.00
Survey Crew Member	$57.00	$59.00	$61.00
2 Person Survey Crew	$126.00	$130.00	$134.00
3 Person Survey Crew	$181.00	$186.00	$192.00
4 Person Survey Crew	$238.00	$245.00	$252.00
Traffic Data Collector	$27.00	$28.00	$29.00
Engineering Technician	$59.00	$61.00	$63.00
Administrator	$32.00	$33.00	$34.00
Clerical	$27.00	$28.00	$29.00

Vehicle	Per Federal Rate	
Copies	$0.10	each
Blueprints	$0.50	SQFT
Real Time GPS Equipment	$250.00	per day
Robotic Prism less Instrument	$195.00	per day

TranSystems Corporation
Schedule of Hourly Rates for 2016
Kansas City Office

Classification	Rate	Classification	Rate
Principal/Civil Engineer V	$288	Industry Specialist V	$288
Civil Engineer IV	$212	Industry Specialist IV	$285
Civil Engineer III	$144	Industry Specialist III	$132
Civil Engineer II	$108	Industry Specialist II	$66
Civil Engineer I	$90	Inspector V	$225
Architect IV	$212	Inspector IV	$128
Architect III	$184	Inspector III	$92
Architect II	$94	Inspector II	$74
Planner III	$134	Marketing Administrator III	$140
Planner II	$90	Marketing Administrator II	$92
Planner I	$80	Administrator II	$90
Scientist III	$114	Administrator I	$62
Scientist II	$88	Surveyor V	$144
Technician V	$162	Surveyor IV	$110
Technician IV	$120	Surveyor III	$90
Technician III	$98	Surveyor II	$72
Technician II	$82	Surveyor I	$56
Technician I	$68	Electrical Engineer III	$160
Principal/ Structural Engineer V	$288	Electrical Engineer I	$124
Structural Engineer IV	$212	Construction Services I	$67
Structural Engineer III	$166	Construction Services II	$81
Structural Engineer II	$128	Construction Services III	$95
Structural Engineer I	$100	Construction Services IV	$115

Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
Vehicle mileage to be paid at the current IRS rate per mile.
The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2016. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

TranSystems Corporation
Schedule of Hourly Rates for 2017
Kansas City Office

Classification	Rate	Classification	Rate
Principal/Civil Engineer V	$297	Industry Specialist V	$297
Civil Engineer IV	$219	Industry Specialist IV	$294
Civil Engineer III	$149	Industry Specialist III	$136
Civil Engineer II	$112	Industry Specialist II	$68
Civil Engineer I	$93	Inspector V	$232
Architect IV	$219	Inspector IV	$132
Architect III	$190	Inspector III	$95
Architect II	$97	Inspector II	$77
Planner III	$139	Marketing Administrator III	$145
Planner II	$93	Marketing Administrator II	$95
Planner I	$83	Administrator II	$93
Scientist III	$118	Administrator I	$64
Scientist II	$91	Surveyor V	$149
Technician V	$167	Surveyor IV	$114
Technician IV	$124	Surveyor III	$93
Technician III	$101	Surveyor II	$75
Technician II	$85	Surveyor I	$58
Technician I	$71	Electrical Engineer III	$165
Principal/ Structural Engineer V	$297	Electrical Engineer I	$128
Structural Engineer IV	$219	Construction Services I	$70
Structural Engineer III	$171	Construction Services II	$84
Structural Engineer II	$132	Construction Services III	$98
Structural Engineer I	$103	Construction Services IV	$119

Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
Vehicle mileage to be paid at the current IRS rate per mile.
The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2017. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

TranSystems Corporation
Schedule of Hourly Rates for 2018
Kansas City Office

Classification	Rate	Classification	Rate
Principal/Civil Engineer V	$306	Industry Specialist V	$306
Civil Engineer IV	$226	Industry Specialist IV	$303
Civil Engineer III	$154	Industry Specialist III	$141
Civil Engineer II	$116	Industry Specialist II	$71
Civil Engineer I	$96	Inspector V	$239
Architect IV	$226	Inspector IV	$136
Architect III	$196	Inspector III	$98
Architect II	$100	Inspector II	$80
Planner III	$144	Marketing Administrator III	$150
Planner II	$96	Marketing Administrator II	$98
Planner I	$86	Administrator II	$96
Scientist III	$122	Administrator I	$66
Scientist II	$94	Surveyor V	$154
Technician V	$173	Surveyor IV	$118
Technician IV	$128	Surveyor III	$96
Technician III	$105	Surveyor II	$78
Technician II	$88	Surveyor I	$60
Technician I	$74	Electrical Engineer III	$170
Principal/ Structural Engineer V	$306	Electrical Engineer I	$132
Structural Engineer IV	$226	Construction Services I	$73
Structural Engineer III	$177	Construction Services II	$87
Structural Engineer II	$136	Construction Services III	$101
Structural Engineer I	$107	Construction Services IV	$123

Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
Vehicle mileage to be paid at the current IRS rate per mile.
The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2018. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

COUNCIL BILL NO. 2017-160 ORDINANCE NO

AN ORDINANCE approving a Work Authorization with Olsson Associates dba Joplin Joint Engineering Team in the not to exceed amount of Three Million Six Hundred Sixty-Nine Thousand Seven Hundred Eighty-Nine Dollars and no/Cents ($3,669,789.00) for bidding and construction services for sidewalk, curb & gutter, street and storm water projects in the recovery area funded through CDBG-DR, and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the Work Authorization with Olsson Associates dba Joplin Joint Engineering Team in the not to exceed amount of Three Million Six Hundred Sixty-Nine Thousand Seven Hundred Eighty-Nine Dollars and no/Cents ($3,669,789.00) for bidding and construction services for sidewalk, curb & gutter, street and storm water projects in the recovery area funded through CDBG-DR in the City of Joplin, Jasper County, a copy of which is attached hereto as Exhibit A, be the same and is hereby approved.

Section 2. That the City Manager or his designee is hereby authorized to enter into an agreement on behalf of the City of Joplin with Olsson Associates dba Joplin Joint Engineering Team.

Section 3. Upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the consultant shall be paid out of the CDBG-DR II Fund within the FY 2016-2017 budget.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2017-160

I hereby certify that a sufficient amount is available in the CDBG-DR II Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

OLSSON ASSOCIATES

Exhibit A
Work Authorization #OA-2014-4

AMD #3 to the Letter Agreement for Professional Services for Regional Detention Basin – 32nd St. to 28th St. between Mississippi Ave and Arizona Ave (TSO-605) OA Project No. 013-3170

THIS CONTRACT AMENDMENT, executed between the City of Joplin, hereinafter called the Client, and Olsson Associates, hereinafter called Olsson, shall amend the above-referenced Agreement dated November 12, 2013.

WITNESSETH, that in accordance of the mutual covenants herein contained, the Client hereby agrees to employ Olsson to perform engineering services hereinafter outlined.

SECTION I - SCOPE OF SERVICES

I.	**Construction Services** Provide services of Resident Project Representative (RPR) for two additional months. Original contract assumed a 6-month construction schedule. Due to project delays this schedule has been exceeded. ($78/hr at 40hrs per week construction observation for 9 weeks = $28,080) ($120/hr at 8 hr per week project management for 9 weeks = $8,640)	**$36,720**
II.	**Expenses** 2 asphalt tests at $1000/ea = $2,000.00 15 concrete cylinder breaks @ $19/ea = $285.00 10 miles per day @ $0.75 per mile for 45 days = $337.50	**$2622.50**
III.	**Amount Remaining in Original Contract** (negative indicates budget remaining)	**-$3,000**

SECTION II - COMPENSATION

For services covered by this Contract Amendment No. 3, the Client agrees to pay Olsson **$36,342.50** as detailed in the Scope of Services Section above according to the 2017 Labor Rate Schedule.

714 South Main Street
Joplin , MO 64801

TEL 417.206-9000
FAX 417.206-9002

www.olssonassociates.com

SECTION III - OTHER MATTERS

It is mutually understood and agreed:

A. That all provisions of the original agreement not amended herein shall remain unchanged.

Executed this _____ day of _____ 2017.

OLSSON ASSOCIATES

By _____
Jack Schaller, PE

By _____
Ron Mersch, Office Leader

City of Joplin "Client"

By _____

Title _____

ATTEST:

By _____

Title _____

Attachments
2017 Labor Rate Schedule

LABOR BILLING RATE SCHEDULE 2017

LABOR RATES

Description	Range
Principal	149 - 381
Project Manager	131 - 189
Project Professional	105 - 166
Assistant Professional	70 - 143
Designer	101 - 164
CAD Operator	50 - 109
Survey	58 - 147
Construction Services	53 - 189
Administrative/Clerical	47 - 107

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 16, 2017
Council Bill No. 2017-161

Item: Regional Detention Basin – 32nd St. to 28th St. between Mississippi Ave. and Arizona Ave. (TS0605), Consultant Agreement Amendment

Originating Department: Public Works – Engineering

Attachments: 1) Amendment Agreement #3
2) Council Bill No. 2017-161

Department Head: David K. Hertzberg	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
Interim City Manager: Sam L. Anselm	Date:

Recommended Action: Approval of an amendment to a Consultant Agreement with Olsson Associates. The amendment is a not to exceed amount of Thirty-Six Thousand Three Hundred Forty-Two and 50/100 Dollars ($36,342.50) for project management, construction inspection and testing services for the Regional Detention Basin-32nd St to 28th St. between Mississippi Ave. and Arizona Ave (TS0605).

Background: In November of 2013 the City Council approved City Staff's recommendation to approve a consulting services agreement between the City and Olsson Associates in the amount of $207,112.00 for engineering and design services for the Regional Detention Basin-32nd St to 28th St. between Mississippi Ave. and Arizona Ave (TS0605). In May of 2014 City Council approved Amendment #1 to the agreement in the amount of $114.386.00 for land/easement acquisition services and construction phase services. In August of 2014 the Public Works Director approved Amendment #2 to the agreement in the amount of $8,100.00 for additional appraisal and surveying services. The project is part of the 2012 to 2022 storm water sales tax project program.

Discussion: Notice to proceed for construction of project TS0605 was issued on March 24, 2015. Due to unanticipated delays in the property acquisition process, construction was halted in October 2016. Upon notification of the required final property acquisition, City staff requested Olsson Associates provide costs for additional project management, construction inspection and testing services necessary for completion of the project. The fee for the additional services is within industry standards.

Recommendation: It is recommended that an amendment to the Consultant Agreement with Olsson Associates in the not to exceed amount of $36,342.50 for additional services for the Regional Detention Basin-32nd St to 28th St. between Mississippi Ave. and Arizona Ave be approved on an emergency basis per Section 2.12(6) of the Joplin City Charter.

COUNCIL BILL NO. 2017-161 ORDINANCE NO.

AN ORDINANCE approving an Amended Work Authorization with Olsson Associates, in an amount not to exceed Thirty-Six Thousand Three Hundred Forty-Two and 50/100 Dollars ($36,342.50) for project management, construction inspection and testing services for the Regional Detention Basin – 32nd St. to 28th St. between Mississippi Ave and Arizona Avenue; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI as follows:

Section 1. That the Amended Work Authorization with Olsson Associates, in an amount not to exceed Thirty-Six Thousand Three Hundred Forty-Two and 50/100 Dollars ($36,342.50) for project management, construction inspection and testing services for the Regional Detention Basin – 32nd St. to 28th St. between Mississippi Ave and Arizona Avenue in the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations. Appropriations for this contract have been approved by the 2016-2017 budget from Parks and Stormwater Account Number 130-4555-530-8665 Project TS0605.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2017 by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Council Bill 2017-161

I hereby certify that a sufficient amount is available in the Parks and Stormwater Account Number 130-4555-530-8665 Project TS0605 to pay the amounts called for on the basis of the bids received by the City Engineer.

Leslie Haase, Director of Finance

COUNCIL BILL NO. 2017-162 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a change order with Emery Sapp & Sons for the purpose of completing the regional detention basin north of 32nd Street and west of Arizona Avenue for the not to exceed price of One Hundred Fifteen Thousand Five Hundred Thirty-Eight and 35/100 Dollars ($115,538.35); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the agreement by and between the City of Joplin and Emery Sapp & Sons for the purpose of completing the regional detention basin north of 32nd Street and west of Arizona Avenue for the not to exceed price of One Hundred Fifteen Thousand Five Hundred Thirty-Eight and 35/100 Dollars ($115,538.35) a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. Upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Parks & Stormwater Fund.

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is considered an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2017-162

I hereby certify that a sufficient amount is available in the – Parks & Stormwater Account Number 130-4555-530-8665 Project TS0605 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

CHANGE ORDER

Sheet No. 1 of 3

Change Order No. 7
County Jasper
Route 32nd Street
Project 32nd Street & Arizona Ave
OAJob No. 013-3170
City Job No. TSO605

To Emery Sapp and Sons, Inc. Contractor
You are hereby directed to make the following changes from the contract.

1. Description and Reason for Change (Attach Supplemental Sheets if Required)
   Remobilization and unit price increases due to new wage rates, increased equipment rates, and increased material costs. Addition of concrete channel lining to the scope of services.

2. Estimate of Cost of work Affected by this Change Order.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
1	52	6" Thick Concrete Channel Lining (including removal of sycamore tree, bypass pumping, excavation to subgrade, grading and subgrade prep, replacement of topsoil, and seeding.)	0	408 SY	408 SY	$146.00	$59,568	
2	53	Temporary seeding (if project must be stabilized for extended period prior to permanent seeding)	0	1 AC	1 AC	$2,395	$2,395.00	
3	n/a	See attached tabulation of unit price increases due to change in bid conditions and 2.5 years passed since bid opening)	n/a	n/a	n/a	n/a	$50,560.35	
4	47	Manage SWPPP, Inspect and maintain erosion control measures.	10 (additional)	19 (additional)	9	$335.00	$3,015	
Total							$115,538.35	

*Indicates zero units paid by unit price, although some units may have been included as part of a lump sum for erosion control.

3. Cost Justification

- Equipment Remobilization
  - LS of $16,485.50
  - The original mobilization and bonds for this project was $49,858 for a total contract of $748,827.57. This equals 6.7% of the total contract value. Following this change order, there will be $527,070.85 remaining in work to be completed. The $16,485.50 for mobilization represents 3% of the work to be completed. This value seems reasonable given the fact that it is for mobilization only the clearing has already been completed.

- Temporary Seeding
    - The seed and mulch unit price in the original contract was $4,605. Temporary seeding is applied at roughly half the rate (lbs per acre). The unit price of $2,395 is a little over half of the original seed and mulch price.
- Unit Price increases
    - Unit price increases average 8-12% for the various line items. The original bid opening for the project was two and a half years ago. Over that time labor rates, material costs, and equipment costs have increased.
- 6" thick concrete channel lining
    - 6" thick concrete channel lining is typically around $50/SY
        - Le Compte Road in Springfield, MO had an average bid price of $51.84/SY and low bid price of $40.35/SY in October, 2013.
        - Similaryly, the contractor bid the equivalent of $46.85/SY for 6" concrete trail for this project (32nd and Arizona) in 2015.
    - Additional costs included in this unit price are:
        - Removal of large sycamore tree
        - Replacement of curb and gutter as necessary to construct channel adjacent to parking lot
        - Dewatering during construction
        - Additional equipment mobilization not accounted for during original bid
        - Excavation to subgrade, grading and subgrade prep assuming suitable soil.
        - Replacement of adjacent topsoil
    - Based on the unit price comparison on similar projects, the unit price of $146 seems high. However, the additional work included in the unit price for the concrete channel justifies some increase in price.

4. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

1. CONTRACT AMOUNT		$748,827.57	The Terms of Settlement outlined above are hereby agreed to.
2. OVERRUN THIS ORDER		$115,538.35	_____ CONTRACTOR Emery Sapp & Sons, Inc.
3. OVERRUN PREVIOUS		$215,301.43	
4. TOTAL OVERRUN TO DATE		$330,839.78	by: _____ 10/3/17 Date
5. TOTAL		$1,079,667.35	

_____ 10/04/2017
SUBMITTED ENGINEER DATE

_____ _____
APPROVAL PROJECT MANAGER DATE

_____ _____
APPROVAL DIRECTOR OF PUBLIC WORKS DATE

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 16, 2017
Council Bill No. 2017-162

Item: Regional Detention Basin - 32nd St. to 28th St. between Mississippi Ave. and Arizona Ave. (TS0605), Construction Contract Change Order

Originating Department: Public Works – Engineering

Attachments: 1) Change Order
2) Council Bill No. 2017-162

Department Head: David K. Herzberg	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of a Change Order to the Construction Contract with Emery Sapp & Sons Inc. in the amount of One Hundred Fifteen Thousand Five Hundred Thirty-Eight and 35/100 Dollars ($115,538.35) for the 32nd Street & Arizona Avenue Regional Detention Basin project.

Background: In 2011 voters approved a Parks and Storm Water Sales Tax extension. A project to construct the regional detention basin north of 32nd Street and west of Arizona Avenue (TS0605) was included in the list of approved projects. In March of 2015 the City Council approved a construction contract between the City and Emery Sapp and Sons, Inc in the amount of $748,827.57. Notice to proceed for construction of the project was issued on March 24, 2015.

Discussion: Due to unanticipated delays in the property acquisition process, construction was intermittent from June 2015 through October 2016, at which point no further construction could be completed until property acquisition was final. Upon notification of the required final property acquisition, City staff requested Emery Sapp and Sons, Inc provide estimated costs for remobilization and unit price increases necessary for completion of the project. These costs and unit price increases are within industry standards.

Recommendation: It is recommended that a Change Order to the Construction Contract with Emery Sapp and Sons Inc. in the amount of One Hundred Fifteen Thousand Five Hundred

Thirty-Eight and 35/100 Dollars ($115,538.35) for the 32nd Street & Arizona Avenue Regional Detention Basin project (TS0605) be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 16, 2017
Council Bill No. 2017-163

Item: Work Authorization with Burns & McDonnell Engineering Co, Inc., for Professional Engineering Consulting Services for NPDES Permit Renewal Support, Phase 2.

Originating Department: Public Works – Engineering

Attachments: 1) Work Authorization No. BMC-OC17-002
2) Council Bill No. 2017-163

Department Head: David K. Hertzberg
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Work Authorization No. BMC-OC17-002 with Burns & McDonnell Engineering Co, Inc. in the not to exceed amount of $17,500.00 for Professional Engineering Consulting Services for National Pollutant Discharge Elimination System (NPDES) Permit Renewal Support Phase 2.

Background: The Operating Permit for the Turkey Creek Wastewater Treatment Plant (WWTP), issued by the Missouri Department of Natural Resources (MDNR), is due for renewal. The focus of concern for the City and for MDNR is the allowable concentration limits of certain metals after the treated wastewater is discharged from the plant. Using nation-wide criteria established by the EPA, MDNR has proposed particularly strict limits in the forthcoming Operating Permit. To comply with the proposed limits, the estimated construction costs range between $50 and $250 million of improvements at the WWTP. Due to the mining legacy in our area, City staff have been seeking a change of concentration limits for both zinc and cadmium which would account for the natural contaminant levels found in Turkey Creek. City staff relies on the expertise of a technical team of consultants for assistance in negotiating with MDNR.

On July 3rd of this current year, City Council approved an amendment to Burns and McDonnell's Work Authorization, directing them to proceed with an initial, low-cost test to confirm the

effectiveness of the Water Effect Ratio (WER) approach. The WER study was allowed by MDNR in April of this year, when they agreed to delay the issuance of the new Operating Permit for the Turkey Creek WWTP until the results were known.

Discussion: Initial test results indicate that cadmium is a candidate for a WER study. However, this study may not be necessary for cadmium due to the expectation that MDNR might relax its limits on cadmium, based upon the findings of other studies in the nation. If the limits are raised sufficiently enough, the Turkey Creek WWTP will likely achieve consistent compliance regarding cadmium concentrations. Zinc, on the other hand, is not a candidate for a full WER study, as the results will not establish a concentration limit that can be achieved cost-effectively. Two alternate paths toward achieving a relaxation of the zinc limits have been identified, both of which require prior approval from MDNR.

This Work Authorization directs Burns and McDonnell to prepare for and attend an upcoming meeting with the leadership of MDNR, and to advise the City on the next steps to take. Staff envision subsequent work authorizations, once approval is received from MDNR regarding which paths to take for zinc and cadmium compliance. Additional support will be provided regarding compliance with the City's stormwater (MS4) permit.

Recommendation: City staff recommends that approval of Work Authorization BMC-OC17-002 with Burns & McDonnell Engineering Co, Inc. for the not to exceed amount of $17,500.00 for Professional Engineering Consulting Services for NPDES Permit Renewal Support, Phase 2 be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Burns & McDonnell Engineering Company, Inc. Address: 9400 Ward Parkway, Kansas City, MO 64114	
Attention: Mr. Chris Parker, P.E.		Attention: Mr. Jeff Barnard, P.E.	
Department: Public Works - Engineering		Phone: 816-728-9058	Fax: 314-682-1600
Phone: 417-624-0820	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER BMC-OC17-002
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 BMC-OC17-002 exceed the sum of Seventeen Thousand Five Hundred Dollars ($17,500.00).

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 interest 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 of the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation….Statutory coverage per RSMo 287.010 et seq.
Employer's Liability…… $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorney's fees incurred by or accessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Sixty-Two Thousand Seven Hundred Eighty-Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer

agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

Chris Parker, Sanitary Sewer Engineer

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: Burns & McDonnell Engineering Co, Inc.

By: _____

Printed Name: Breck R. Washam, P.E.

Title: Vice President, Regional Office Manager

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

Exhibit A - TABLE OF CONTENTS

Engineering Services Agreement 6-7

Attachment Number One to Exhibit A 8-9

Services 8-9

Terms 9

Payment/Estimated Fee 9

Attachment Number Two to Exhibit A 10

Rate Schedule 10

EXHIBIT A

Project Name/Description: NPDES Support Phase 2
Consultant: Burns & McDonnell Engineering Co., Inc.

Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

A1.01 *Conceptual Phase*

A. Engineer shall:
   1. Reference Scope of Services in Attachment No. 1 – Exhibit A.

B. Billing/Payment Processing
   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.

A1.02 Preliminary Design Phase - (30 percent plans)
Not included with scope of services.

A1.03 Utility Requirements
Not included with scope of services.

A1.04 Surveying Services – General
Not included with scope of services.

A1.05 Right of Way Plan Phase – 60 percent plans
Not included with scope of services.

A1.06 Final Design Phase
Not included with scope of services.

A1.07 Bidding Phase
Not included with scope of services.

A1.08 Construction Phase
Not included with scope of services.

A1.09 Post-Construction Phase
Not included with scope of services

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

ATTACHMENT NUMBER ONE
EXHIBIT A TO WORK AUTHORIZATION NUMBER BMC-OC17-002 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Burns & McDonnell Engineering, Inc.)

1. SCOPE OF SERVICES

Initial screening for water effects ratio (WER) results indicate that that cadmium is a candidate for a full WER, however a different approach will be required for zinc. Water quality criteria for cadmium chronic toxicity may be updated via statewide regulatory change and a WER may not be necessary to achieve desired effluent limitations for cadmium. WER for cadmium is not included as part of this scope of work.

Initial screening for WER results indicate that zinc is not a candidate for a full WER; a dissolved metal translators (DMT) approach may be leveraged to achieve desired effluent limitations for zinc. Prior to initiating a DMT approach, a Natural Background Provision may achieve desired effluent limitations pending feedback from the Missouri Department of Resources. DMT for zinc is not included as part of this scope of work.

Assistance with cadmium and zinc limits will be limited to sixty four hours of service.

Assistance with MS-4 discussion with the Missouri Department of Natural Resources. Up to twenty hours of service are allocated for MS-4 support.

Engineer shall provide the City of Joplin, Missouri with the following scope of services on a time and materials basis.

1.1. REGULATORY AGENCY COORDINATION

Engineer will provide NPDES negotiation support to City and respond to regulatory agency requests for additional information, as requested by City. Activities will include drafting a letter citing statewide changes in the water quality standard for cadmium chronic toxicity that will provide updated effluent limitations at Turkey Creek that are attainable based on historical effluent water quality from the wastewater treatment plant. Thus, a WER focused on cadmium may not be necessary. The letter will also address a Natural Background Provision approach for zinc with the intent of the state updating effluent limitations above the concentrations ambient in Turkey Creek upstream of the wastewater treatment plant discharge. Engineer will also participate in up to two (2) meetings with Missouri Department of Natural Resources (MDNR) staff and coordinate efforts with other consultants retained by the City in support of desired effluent limitations for cadmium and zinc.

2. TERMS

2.1. Schedule: The services of the Engineer shall commence as soon as practicable after execution of this authorization, unless otherwise directed in writing, and shall be undertaken and completed in the light of the purposes of the authorization, however, given the nature of NPDES permit

negotiations a firm timeline for completion is not included herein. Schedule may vary based up on analytical results, Missouri Department of Natural Resources feedback, and final agreed upon approach to zinc and cadmium NPDES effluent limitations.

2.2. Engineer will be compensated on a time and materials basis, but shall not exceed the total compensation amount unless approved in writing by the City. Negotiations may not be complete within the compensation amount; the Engineer will apprise the City of the budgetary status on a monthly basis and when the billed amount has reached eighty percent (80%) of the not to exceed amount.

2.3. In view of the uncertainty involved in environmental concerns, hazardous materials, toxic substances, and similar substances known or suspected to adversely affect the health and safety of humans, animals, or plant organisms, or which are known or suspected to impair the environment ("Hazardous Substances"), City agrees that for claims involving or related to any Hazardous Substances, City agrees to waive, release, and otherwise defend, indemnify, and hold harmless Engineer and Engineer's subcontractors, and their respective officers, directors, employees, agents, and any of them from liability, claims, demands, damages, losses, fines, penalties, and expenses including, without limitation, claims of City, organizations, agencies (public or private), or other third-parties, arising out of or relating to the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain Hazardous Substances. Such indemnification and release includes claims which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant (whether sudden or not). This provision shall also extend to claims or allegations that Engineer or its subcontractors are a "Potential Responsible Party" or to environmental impact claims and associated liabilities, including, without limitation, damages assessed Engineer and any finding of strict liability or joint and several liability.

3. PAYMENT

3.1. Payment to Engineer shall be at the hourly labor rates and non-labor rates set forth in the attachment Number Two to Exhibit A: "Schedule of Hourly Rates and Expenses"; with a total compensation not to exceed amount of Seventeen Thousand Five Hundred Dollars ($17,500), as set forth in Work Authorization Number BMC-OC17-002 to the Agreement for Professional Engineering Consulting Services, Section 5.b.

Scope Item	Hours	Cost including Expenses
Meeting with MDNR	24	$5,500
MDNR Letter	40	$7,750
MS-4 Support	20	$4,250
Total	**84**	**17,500**

Attachment Number Two
Burns and McDonnell
Schedule of Hourly Rates and Expenses

Position Classification	Classification Level	Hourly Billing Rate
General Office*	5	$59.00
Technician*	6	$76.00
Assistant*	7	$87.00
	8	$119.00
	9	$139.00
Staff*	10	$152.00
	11	$168.00
Senior	12	$183.00
	13	$203.00
Associate	14	$213.00
	15	$223.00
	16	$227.00
	17	$232.00

Unit Cost Rates

Description	Unit Cost
Flow Meter Installation	$450.00/each
Flow Monitoring (minimum 5 meters)	$65.00/meter-day
Rain Gauge Monitoring	$15.00/gauge-day

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. Project time spent by corporate officers will be billed at Level 17 rate plus 25 percent.

4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

6. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.

7. The rates shown above are effective for services through December 31, 2017, and are subject to revision thereafter.

COUNCIL BILL NO. 2017-163 ORDINANCE NO

AN ORDINANCE approving an Amendment to the Work Authorization with Burns & McDonnell Engineering Co., Inc., in the not to exceed amount of Seventeen Thousand Five Hundred and no/100 Dollars ($17,500.00) for Professional Engineering Consulting Services for NPDES Permit Renewal Support, Phase 2, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the Amendment to the Work Authorization with Burns & McDonnell Engineering Co., Inc., in the not to exceed amount of Seventeen Thousand Five Hundred and no/100 Dollars ($17,500.00) for Professional Engineering Consulting Services for the NPDES Permit Renewal Support, Phase 2 project in the City of Joplin, Jasper County, a copy of which is attached hereto as Exhibit A, be the same and is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. Upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the consultant shall be paid out of the Wastewater Treatment Fund (415-4541-540-5010) within the FY 2016-2017 budget.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2017 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2017-163

I hereby certify that a sufficient amount is available in the Wastewater Treatment Fund Account Number 415-4541-540-5010 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 16, 2017

Item: CB 2017-277 - Agreement with Missouri Department of Transportation
Originating Department: Planning, Development, and Neighborhood Services

Attachments: 1) Copy of 2018 CPG Agreement
2) Copy of 2018 UPWP
3) Copy of CB 2017-277

Planning, Development & Neighborhood Services: Troy Bolander
Public Works Director: David Hertzberg
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Sam L. Anselm

Recommended Action: Approval of Contract Agreement between the City of Joplin and Missouri Department of Transportation for Federal Transportation Planning Assistance.

SUMMARY:

This is an annual agreement between the Missouri Department of Transportation and the City of Joplin for Federal Transportation Planning Assistance. The purpose of this agreement is to allow the Joplin Metropolitan Planning Organization (whereas the City of Joplin is the designated recipient of the assistance) to receive monetary support to complete transportation planning duties and projects that are eligible for federal financial assistance.

The City will receive an 80% reimbursement of expenses. This year's expenses will total no more than $503,811.20. The reimbursement consists of $334,506.24 in Federal Consolidated Planning Grant Funds and $56,542.72 in FTA Section 5307 funding. The City will pay 20% of the project costs incurred to a maximum of $112,762.24 to draw down the Federal assistance.

The Joplin Metropolitan Planning Organization (MPO) will use a portion of the assistance to pay for administrative support and technical work completed by the Director of Planning, Development and Neighborhood Services, the Planner and other staff in the Engineering department. The remainder of the assistance will be used to help finance eligible planning projects.

Major projects included in this year's work program include:

- Completion of the Zoning Code update initiated in FY 2017
- Completion the Bicycle and Pedestrian Transportation Plan update initiated in FY 2017
- Traffic study of Fir Road (match funded by Carl Junction)
- New aerial photography of the MPO area

Attached is the 2018 Unified Planning Work Program (UPWP) that provides more detail on the planning projects being conducted during the next fiscal year. The Joplin Area Transportation Study Organization (JATSO) Policy Board voted to adopt the UPWP on October 12, 2017. JATSO is the designated MPO held with the responsibility of providing transportation policy and overseeing the federal transportation planning process for the Joplin region.

RECOMMENDATION:

Staff recommends approval of this annual agreement with the Missouri Department of Transportation, so the MPO can carry out their transportation planning activities on an emergency basis.

COUNCIL BILL NO. 2017-277 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2017, through October 31, 2018, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the City enters into an Agreement with the State of Missouri, acting by and through the State Highway and Transportation Commission of Missouri, which will provide three hundred thirty- four thousand, five hundred six dollars and twenty-four cents (334,506.24) in consolidated planning funds under 23 U.S.C. Section 104(f) and 49 U.S.C. Section 5303, to complete comprehensive and transportation planning programs, a copy of said Agreement being attached hereto and made a part hereof by reference.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. This CPG Agreement must be submitted to, reviewed, and passed by the Missouri Highway and Transportation Commission for financial assistance to be made available to the City of Joplin, Missouri. The 2017 CPG Agreement expires on October 31, 2018.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this____day of _____, 2017, by a vote of_____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CCO Form: TP01
Approved: 12/93 (GWS)
Revised: 03/17 (BG)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION PLANNING CONSOLIDATED GRANT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin, Missouri (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, 23 U.S.C. Sections 104(f) and 134, and 49 U.S.C. Section 5303, provide metropolitan transportation planning funds for metropolitan planning organizations as designated by the Governor of the State of Missouri; and

WHEREAS, the Commission is the state agency designated to receive and dispense both the above named funds to accomplish metropolitan transportation planning in the Joplin urbanized area; and

WHEREAS, the Grantee has been designated by the Governor of the State of Missouri as the local organization to conduct transportation planning for the Joplin urbanized area and to receive and expend the above named funds on its behalf; and

WHEREAS, the Grantee has described the transportation planning work to be carried out and included a complete budget detailing the use of the above named funds in an annually updated Unified Planning Work Program (UPWP); and

WHEREAS, the UPWP is accepted by the Commission, the Grantee, and the United States Department of Transportation (hereinafter, "USDOT"), describing the purposes and funding of all program components to be annually accomplished under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing project expenses that are eligible for federal financial assistance. The Commission will make a grant from available federal funds in a manner consistent with the rules of the USDOT, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) under 23 U.S.C. Sections 104(f) and 134 and 49 U.S.C. Section 5303. These rules include 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The catalog of federal domestic assistance identification number (CFDA) is 20.205 for funds

under 23 U.S.C. Sections 104(f) and 134 and 20.505 for funds under 49 U.S.C. Section 5303. The amount of available funds is limited by the unused portion of the above planning funds allocated to the Joplin urbanized area under the above acts and any amendments thereto.

(2) SCOPE OF WORK AND BUDGET: Grantee will undertake and complete the program of work specified in the approved UPWP and the budget or scope of services (Appendix A).

(3) REPORTS:

(A) All draft reports, the cost of which will be considered a direct cost, will be submitted to the Commission for review prior to printing in final form. The Commission will be provided with an electronic copy of each draft and the final report.

(B) All reports, drawings, estimates, surveys, memoranda and other papers submitted by the Grantee shall be dated and bear the Grantee's name.

(4) PUBLICATION PROVISIONS:

(A) Copyright: Papers, interim or final reports, forms or other materials which are a part of the work under contract may be copyrighted without written approval of the Commission, and FHWA or FTA as appropriate.

(B) Request for Publication: Either party to the Agreement or FHWA or FTA may initiate a request for publication of reports or any request thereof.

(C) Abstracts: When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interests of the other party by the inclusion of a statement in the paper and in the presentation to the effect that the paper has not been reviewed by the other party or FHWA or FTA.

(D) Publication: Publication by either party shall give credit to the other party or FHWA or FTA unless upon failure of agreement of any report of the study, FHWA, FTA or either of the contracting parties requests that its credit acknowledgment be omitted and then the following statement shall be added:

> "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the Missouri Highways and Transportation Commission, the Federal Highway Administration or the Federal Transit Administration."

(E) Use of Data: After acceptance of reports, all parties are free to use

the data and results for whatever purpose.

(F) Cooperative Participation: All reports shall contain a statement crediting the cooperative participation of all agencies, including the USDOT, FHWA or FTA as appropriate.

(G) Freedom of Information: The publication provisions contained in this paragraph (4) are subject to the provisions of Chapter 610, RSMo, and all applicable laws of the United States Government concerning freedom of information.

(5) RETENTION OF RECORDS: The Grantee or any approved subcontractor shall be required to maintain accounting records and other evidence pertaining to the cost incurred regarding the study and to make the records available to the Commission at its office at all reasonable times during the contract period and for three years from the date of the final payment of federal funds. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Commission, FHWA, FTA, or any authorized representative thereof, and copies shall be furnished if requested.

(6) INFORMATION FURNISHED AND WORK PERFORMED BY THE GRANTEE: The Grantee shall make available to the Commission upon request all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables, and other pertinent background information related to the scope of services under this Agreement.

(7) INFORMATION AND WORK FURNISHED BY THE COMMISSION:

(A) The Commission shall make available to the Grantee all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables and other pertinent background information related to the scope of services under this Agreement that the Commission deems necessary and non-confidential. No report, information, data or other materials provided to the Grantee shall be given to any individual or organization without the written approval of the Commission.

(B) The Commission will receive reimbursement from the Grantee for computer work performed by the Commission for the urbanized area as authorized by the Grantee. This should in no way restrict the Grantee from utilizing other computer services available elsewhere.

(8) PROJECT TIME PERIOD: Work under this Agreement shall begin November 1, 2017 and extend to October 31, 2018. No work shall be performed under this Agreement until a notice to proceed is received from the Commission.

(9) CONTRACT PRICE AND PAYMENT:

(A) Total Price: For the work described in this Agreement, the Grantee shall receive payment based on actual costs, as defined in subparagraph B of

paragraph (9) up to the maximum amount of $334,506.24 defined as consolidated planning funds. The local matching share shall be 20 percent for funds provided under 23 U.S.C. Section 104(f) and under 49 U.S.C. Section 5303. The local matching share may be either cash or direct cost match or a combination of both.

(B) Progress Payments: The Commission agrees to make progress payments to the Grantee not more than monthly upon receipt of a proper invoice and certification for services actually performed under this Agreement. Certification of services will be documented by a progress report submitted at least quarterly within 30 days after the end of the reporting period. However, the last progress report may be waived and included in the final or project completion report. Each progress report shall include tasks, what percentage of each task has been completed and overall task completion rate. Invoices will be based on actual costs incurred. Each invoice will show the breakdown of the cost incurred among the Grantee and the Commission. Such progress payments will be based on actual cost incurred. In no instance shall the progress payments exceed the percentage of work completed, per the judgment of the Commission's chief engineer. The accounting for and billing of project charges will be accomplished as follows:

1. The Grantee will establish cost principles for use in determining the allowability of individual items of costs in accordance with 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*."

2. Direct labor charges shall be based on actual time expended at the current approved gross salary of the assigned staff member.

3. Employee fringe benefits shall be based on a provisional rate, subject to audit, of direct labor costs. This rate is set on the basis of the employer's actual cost for group life insurance, health insurance, pension plan, workers compensation, holidays, F.I.C.A. taxes, accrued costs for sick leave, vacation and other items included in the Grantee's approved fringe benefit package to the total annual salaries paid. This rate is reviewed and adjusted annually and will be specified in the fiscal year scope of services.

4. Indirect costs shall be based on the approved cost allocation plan supported by the Grantee's annual budget for the fiscal year in which the scope of services is to be carried out. A rate is calculated on the basis of the estimated total annual administrative expenses, excluding known unallowable costs as prescribed in various federal regulations, including 2 C.F.R. Part 200, divided by the sum of total annual salaries chargeable as direct labor. Calculation of the indirect rate is specified in the cost allocation plan and is approved by the audit agency. The indirect rate is audited and adjusted at each fiscal year end by the audit agency. The applicable rate will be specified in Appendix A.

5. Other direct costs charges shall be based on actual cost of supplies and equipment purchased or rented for exclusive use of this project.

Procurement of supplies and equipment should be in accordance with procedures established by the State of Missouri and Paragraph (26).

(C) Compensation: Compensation shall be paid by the Commission to the Grantee for work performed hereunder subject to the limitations of subparagraphs A and B of this paragraph (9), as supported by Appendix A.

(D) Direct Costs: The following are considered as direct costs and chargeable as such:

1. Salaries and fringe benefits.

2. Other non-salary expenses directly related to the completion of the work program activities, such as: classified advertising, contractual services, data processing, equipment maintenance and rental, meetings and conferences, postage, publications, reproduction, supplies, travel and long distance calls.

(E) Final Payment: The final payment will be made only after acceptance by the Commission of a project completion report, summarizing the results of the job elements under this Agreement, considered to be satisfactory to the Commission. This project completion report is due within 60 days after the Agreement end date. The Commission's obligation will extend only to those costs incurred as verified by the final audit. A final audit will be completed after the acceptance of the project completion report. If Grantee was over compensated according to final audit results, Grantee will reimburse the Commission the amount as specified by the final audit. If additional compensation is due Grantee, Grantee will present a supplemental invoice to the Commission for payment of the amount specified by the final audit.

(F) Checks: Checks in payment for the services rendered hereunder shall be drawn to the order of the City of Joplin. The Grantee hereby agrees that the acceptance of the check so drawn shall constitute full payment for the Commission to the Grantee for the services for which such payments are made.

(G) Title to Work Products: The making of payments to the Grantee in the manner aforesaid shall vest in the Commission title to the studies, documents and material produced by the Grantee under the terms of this Agreement up to the time of such payments, and the Commission shall have the right to use the same for any public purpose or make any desirable alterations thereto without other further compensation to the Grantee or to any other such agency or persons.

(H) Single Audit Requirement: If the Grantee receives $750,000 or more per year total of all Federal assistance from all sources including Federal funds under this Agreement, it shall be required to have an independent annual single audit done in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*." A copy of the audit report shall

be submitted to the Missouri Department of Transportation (MoDOT) within 30 days of the issuance of the report. Subject to the requirements of 2 C.F.R. Part 200, if the Grantee obtains less than $750,000, the Grantee may be exempt from 2 C.F.R. Part 200 auditing requirements, but records must be available for review by applicable State and Federal authorities in accordance with Paragraph (5). The Commission reserves the right to audit expenditures under this Agreement independently in a separate report.

(10) INSPECTION OF RECORDS: The Grantee shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the Grantee's contractor and subcontractor on the herein project. The Grantee shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the work program and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(11) CHANGES: The Commission or the Grantee may, from time to time, request changes in the scope of UPWP work. Changes in the scope of UPWP work that do not involve any increase or decrease in the amount of the Grantee's compensation shall be made with the mutual agreement of the parties to this Agreement evidenced by letters from each to the other. Changes involving adjustments to limiting amounts contained in the scope of UPWP work of any increase or decrease in the total amount of compensation which are mutually agreed upon by and between the Commission and the Grantee shall be incorporated in written amendments or supplements to this Agreement.

(12) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(13) TERMINATION OF AGREEMENT:

(A) Non-Performance: If Grantee shall for any cause fail to perform any of the provisions of this Agreement or fail to complete any of the work described in

this Agreement, the Commission may terminate this Agreement. Also, the Commission may terminate this Agreement if the conduct or progress of the work is such that it is not up to professional standards of objectiveness, fairness, accuracy and completeness.

(B) Correction: The Commission may provide Grantee with a written notice of the defect(s) in Grantee's performance specifying a period of time for Grantee to correct such defect(s).

(C) Written Notice: To terminate this Agreement, the Commission must give Grantee at least 15 days written notice specifying the reason(s) for termination.

(D) Partial Payment: If the Commission terminates the Agreement, the Commission shall be liable only for the work rendered to the date of termination based on the compensation described in the scope of services. Grantee, for itself, its successors, assigns and legal representatives, agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement. This does not abrogate the Grantee's right under law.

(E) Work Products: In the event of termination, Grantee shall deliver to the Commission, as property of the Commission, all designs, reports, drawings, studies, estimates, surveys, computations, memoranda, documents and other papers or materials either furnished by the Commission or prepared by or for the Grantee under this Agreement. In addition, ownership of all designs, reports, drawings, studies, estimates, models, computations, etc. prepared under this Agreement shall vest in the Commission, at the Commission's option. The Commission reserves the right to postpone or abandon further work of the type described by this Agreement or to cause such work to be continued or completed in such manner, by such person(s), and under such terms and agreements as the Commission shall determine.

(14) DISPUTES: The Commission's chief engineer will in all cases decide any and all questions which may arise in connection with the work not disposed of by agreement among or between the parties to the contract.

(15) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e), as well as any applicable titles of the Americans with Disabilities Act). In addition, if the Grantee is providing services or operating programs on behalf of Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the U.S. Department of Transportation relative to

nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, sex, national origin, age or disability of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21.5 including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, national origin, disability, or age of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by the Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to the pertinent to ascertain compliance with other such contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Grantee under the Agreement until the Grantee complies; and/or

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (15)(A) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Grantee will take such action with respect to any subcontract or

procurement as the Commission or the USDOT may direct as means of enforcing such provisions, including sanctions for noncompliance; provided that it in event the Grantee becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(H) Title VI Program Reporting Requirements: The Grantee shall comply with data collection and reporting requirements subject to Title VI of the Civil Rights Act of 1964 and the implementing regulations of 28 CFR Part 42, Subpart F and 49 CFR Part 21. Such general and program specific required information shall be provided to the Commission yearly if updated information is warranted or at a minimum of every three years. Required submittals shall be made by December of the current agreement period.

(16) SECTION 504 ASSURANCES: The Grantee shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 790 *et seq.*) and the administrative rules of the USDOT (49 CFR Subtitle A, Part 27).

(17) RESTRICTION ON LOBBYING: The Grantee shall comply with the requirements of 31 U.S.C. Section 1352.

(18) NO OBLIGATION BY THE FEDERAL GOVERNMENT: The Grantee acknowledges and agrees that, notwithstanding any concurrence by the USDOT in or approval of the solicitation or award of the underlying contract, absent the express written consent by the USDOT, the USDOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other party pertaining to any matter resulting from this Agreement. The Grantee agrees that it will ensure that the contractor will include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(19) CLEAN WATER: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Part 1251 *et seq*. The Grantee will require its contractor to report each violation to the Grantee and understands and agrees that the Grantee will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency (hereinafter, “EPA”) Regional Office. The Grantee agrees that it will ensure that the contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

(20) ENERGY CONSERVATION: The Grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 *et seq*.).

(21) FEDERAL CHANGES: The Grantee shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most recent issued FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. The Grantee's failure to comply shall constitute a material breach of this Agreement.

(22) CLEAN AIR: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 *et seq*. The Grantee shall ensure that its contractor will report each violation to the Grantee. The Grantee will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Grantee also agrees to include these requirements in each contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(23) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

(A) The Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 *et seq*. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Subtitle A, Part 31, apply to its actions pertaining to this Agreement. The Grantee shall ensure that the contractor will certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the USDOT reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Grantee to the extent the USDOT deems appropriate.

(B) The Grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance provided by FTA under authority of 49 USC 5303, the USDOT reserves the right to impose the penalties of 18 USC 1001 on the Grantee, to the extent the USDOT deems appropriate.

(C) The Grantee agrees to include the above two clauses in each of its contracts financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(24) DEBARMENT AND SUSPENSION: The Grantee agrees to comply with the requirements of the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered* Transaction as submitted with the grant application.

(25) SUBCONTRACTING: All work to be subcontracted shall be identified in the UPWP, regardless of amount. All subcontracts of $50,000 or more shall be submitted to the Commission for review and approval. Grantee's approved contracting administration procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 49 CFR Part 18 or 23 CFR Part 172 and Missouri statutes. Approval to subcontract for services incidental to the study operations, such as printing and computer services, is not required. Copies of all executed subcontracts, except those for incidental services, shall be furnished to the Commission.

(26) EQUIPMENT AND INSTRUMENTATION:

(A) All equipment and instrumentation to be purchased under this agreement shall be identified specifically in the UPWP. Equipment or instrumentation mean an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals $5,000 or more. Grantee's approved procurement procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 2 C.F.R. Part 200 and Missouri statutes.

(B) Purchases costing less than $5,000 are not subject to 2 C.F.R. Part 200 but shall follow Grantee's procurement procedures. However, purchases may not be subdivided to avoid this limitation. The Grantee certifies that no equipment and instrumentation listed for purchase in the UPWP have been included in the indirect costs approved for this Agreement.

(27) TRAVEL: The Commission approves Grantee staff travel expenses for work performed under this Agreement and provided for in the scope of services. Any additional travel must have prior approval of the Commission to be eligible for a direct cost reimbursement. The rate of reimbursement shall be in accordance with the Grantee's approved travel policy.

(28) COMPLIANCE WITH LAWS: The Grantee agrees to comply with all federal, state and local laws and ordinances applicable to the prosecution of the work covered by this Agreement.

(29) DISADVANTAGED BUSINESS ENTERPRISES: Grantee agrees to prepare and submit for the Commission's approval, a disadvantaged business enterprise plan as defined in 49 CFR Part 26, if Grantee receives financial planning assistance from the U.S. Department of Transportation and will award prime contracts exceeding $250,000 in a single fiscal year or if Grantee is required to do so by 49 CFR

Part 26.21.

(30) BUDGET:

(A) Summary: Appendix A, Section 1, includes a budget summary, which lists the following:

1. Estimated Expenditures: These would be the total of all UPWP components by federal funding type funded under this Agreement itemized by various cost categories. These categories may include but are not limited to: salaries, fringe benefits, indirect costs, contract services, equipment, data processing, meeting, conference, travel, printing, publications, supplies and other or miscellaneous expenses.

2. Estimated Revenues: These are the total anticipated funding and agency sources by federal funding type for work funded under this Agreement.

(B) Payment: The Grantee will receive payment by the Commission based on the following:

1. Agency Funding Participation: Appendix A, Section 2, lists estimated funding participation by various agencies for the UPWP program components funded under this Agreement. For the work by program component described in the UPWP and similarly identified in Appendix A, Section 2, payment will be made from the appropriate funds based on the proportionate share of FHWA PL or FTA Section 5303 funds, or consolidation of the two funds, being utilized from the Commission. The relationship of the manpower and cost borne under this Agreement to the total manpower and cost required to complete each program component is derived from the approved UPWP. The obligation of the Commission shall not exceed the amounts set out in Paragraph (9), Subparagraph (A).

2. Details of Missouri FHWA PL and/or FTA Section 5303 Matching Funds: Appendix A, Section 2, also lists the respective amounts of local matching funds by providing agency and the program components of the UPWP to which they are applied for the Missouri federal funds utilized under this Agreement. Application of local matching funds in the form of direct cost match or cash from the Commission to the various program components will be determined by the Commission in accordance with Missouri laws. Use of Commission local matching funds by the Grantee shall be based on the proportionate share of cost by program component as given in Appendix A, Section 2. Local matching funds from the Commission shall not exceed the federally required matching share for any Missouri federally funded program component. The Commission's cash payment obligation shall be in accordance with Paragraph (9), Subparagraph (A).

(C) Procedures: The following procedures shall be followed when deviations from Appendix A or the scope of services program components occur or are anticipated to occur:

1. Cost Overruns:

A. Program component overruns of thirty percent (30%) or less will be considered as eligible costs provided:

(I) The total scope of services dollar amount is not increased and written approval is obtained from the Commission's chief engineer or;

(II) If the total scope of services dollar amount is increased, an amended scope of services is executed between the Commission and the Grantee.

B. Program component overruns in excess of thirty percent (30%) will require an amended scope of services between the Commission and the Grantee.

C. Requests for overruns in program components shall be in writing and include the anticipated amount of overruns on other program components.

2. Agency Funding Participation: Revisions in the agency (i.e. FHWA, FTA, HUD, EPA) funding participation as shown in the scope of services require written approval by the Commission's chief engineer. Requests for revisions shall include the reason for the revisions, the proposed agency funding and the effect of the revisions on program components.

3. The Grantee shall monitor costs and initiate timely requests for approval as outlined above. Retroactive revisions of this scope of services will not be allowed.

(31) AMENDMENTS: Any change in this Agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Grantee and the Commission.

(32) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(33) ASSIGNMENT: The Grantee shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement, whether by assignment or notation without the prior written consent of the Commission.

(34) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local,

state and federal laws and regulations relating to the performance of the Agreement.

(35) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Grantee this on _____ (DATE).

Executed by the Commission on _____ (DATE).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

GRANTEE

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Task Funding Summary

Task	Total CPG Funds	Total 5307 Funds	Local Match	Total
Short Range Transportation Planning	$ 30,350.74	$ -	$ 7,587.68	$ 37,938.42
Program Support and Administration	$ 70,818.38	$ -	$ 17,704.60	$ 88,522.98
Geographic Information Systems	$ 41,903.36	$ -	$ 10,475.84	$ 52,379.20
Transit Planning	$ -	$ 56,542.72	$ 14,135.68	$ 70,678.40
Programs, Software, and Hardware	$ 3,433.76	$ -	$ 858.44	$ 4,292.20
Fir Road Traffic Study	$ 24,000.00	$ -	$ 6,000.00	$ 30,000.00
Comp Plan Update, Phase II	$ 36,000.00	$ -	$ 24,000.00	$ 60,000.00
Bike Ped Plan Update	$ 48,000.00	$ -	$ 12,000.00	$ 60,000.00
Aerial Photography Update	$ 80,000.00	$ -	$ 20,000.00	$ 100,000.00
Total	$ 334,506.24	$ 56,542.72	$ 112,762.24	$ 503,811.20

Summary by Funding Source

Funding Summary by Source	
Consolidated Planning Grant Funds	$ 334,506.24
5307 Funds	$ 56,542.72
Local Match	$ 112,762.24
Total Funds Allocated	$ 503,811.20

CPG Balance Tracking

FY 2017	
CPG balance prior to FY 2017	$ 918,641.09
FY 2017 CPG allocation	$ 192,206.00
Total FY 2017 CPG funds expended (9/1/17)	$ (99,317.17)
FY 2018	
Estimated FY 2018 Allocation	$ 196,401.00
Total Estimated CPG Funds Available for FY 2018	$ 1,207,930.92
Total Programmed CPG Funds for FY 2018 UPWP	$ (334,506.24)
Remaining Unprogrammed Balance	$ 873,424.68

JOPLIN AREA TRANSPORTATION STUDY ORGANIZATION



Fiscal Year 2018

Unified Planning Work Program

November 1, 2017 To October 31, 2018

Joplin Area Transportation Study Organization

602 Main Street • Joplin, Missouri 64804

(417) 624-0820

TABLE OF CONTENTS

List of Acronyms 3
Introduction 4
Task 1: Short Range Transportation Planning and Programming 7
Task 2 – Program Support and Administration 8
Task 3: Geographic Information Systems 10
Task 4: Transit Planning 11
Task 5: Programs, Hardware, and Software 12
Task 6: Transportation Corridor Studies 13
Current Status 13
Task 7: Comprehensive Plan Update, Phase II 14
Task 8: Bicycle and Pedestrian Transportation Plan Update 15
Task 9: Aerial Photography Update 16
Task Funding Summary 17
Summary by Funding Source 17
CPG Balance Tracking 17
JATSO Organizational Chart 18
JATSO Policy Board Voting Members 18
JATSO Planning Area Boundary Map 19

LIST OF ACRONYMS

CART Citizens Advisory Recovery Team

CPG Consolidated Planning Grant

FAST Act Fixing America's Surface Transportation Act

FHWA Federal Highway Administration

FTA Federal Transit Administration

FY Fiscal Year

GIS Geographic Information Systems

HSTCC Harry S. Truman Coordinating Council

JATSO Joplin Area Transportation Study Organization MAP-21 Moving Ahead for Progress in the 21st Century

MAPS Metropolitan Area Public Transit System

MoDOT Missouri Department of Transportation

MOU Memorandum of Understanding

MPO Metropolitan Planning Organization

MTP Metropolitan Transportation Program

O & D Origin & Destination Study

PIP Public Involvement Plan

SAFETEA-LU Safe, Accountable, Flexible, Efficient Transportation Equity Act - A Legacy for Users

TIP Transportation Improvement Program

UPWP Unified Planning Work Program

INTRODUCTION

PURPOSE

The Joplin area transportation planning process is an on-going work effort that constitutes the planning work activities developed by the Joplin Area Transportation Study Organization (JATSO) staff. The purpose is to analyze and evaluate various types of data (such as demographic, socio-economic, land use and scientific) in order to provide a rational basis for making short-range and long-range decisions about transportation needs in the Joplin metropolitan area. The planning process identifies present and future needs, and develops plans, policies, and projects to carry out objectives identified in the Metropolitan Transportation Plan (MTP).

The JATSO continues to work on priorities facing our region, including recovery from the May 2011 tornado. Many Disaster Recovery projects are in progress, funded by Community Development Block Grants, and will have significant impacts on the region. The JATSO MPO area continues to attract businesses and focus on economic growth as well. Additionally, JATSO and City of Joplin staff continue to be involved in the 4-States Clean Air Alliance, ensuring air quality standards and compliance in our MPO region.

The transportation planning process is required by federal regulations as a prerequisite to the receipt of federal capital and operating assistance. The end result from this continuing, cooperative, and comprehensive process will include plans and programs that match and enhance the comprehensively planned development of the metropolitan area. In addition, the planning process and requirements mandated by the enacted by the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU), Moving Ahead for Progress in the 21st Century (MAP-21), and the Fixing America's Surface Transportation Act (FAST Act).

ORGANIZATION

On May 20, 1983, Governor Christopher Bond of Missouri signed the letter of approval designating the JATSO as the Metropolitan Planning Organization (MPO) for the Joplin metropolitan area under Title 23 of the U.S. Code.

The MPO has designated the City of Joplin as the contracting agent for service agreements involving federal planning funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The JATSO organization is governed by the JATSO Policy Board that consists of six members from the City of Joplin, and one member from each of the following: Harry S. Truman Coordinating Council, City of Webb City, City of Carl Junction, MoDOT Southwest District, Newton County, and Jasper County. The Harry S. Truman Coordinating Council, the local regional planning commission, represents the smaller villages and unincorporated area on the JATSO Policy Board.

The organization and responsibilities of the various agencies involved in the metropolitan transportation planning process are defined in this Unified Planning Work Program (UPWP), the Memorandum of Understanding, and the JATSO bylaws.

FUNDING FOR THE UPWP

Funding for the UPWP comes from three sources: The Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the City of Joplin. FHWA Planning and FTA Section 5303 funds are combined into one category, called a Consolidated Planning Grant (CPG), and provide 80 percent of the UPWP funds. The Federal planning funds require a 20 percent local match. This local match is provided by the City of Joplin general revenue funding source except where jurisdictions are completing individual planning projects, such as Carl Junction and Task 6.

PLANNING FACTORS

The Federal transportation planning regulations require the metropolitan transportation planning process to be continuous, cooperative, and comprehensive; and that the JATSO UPWP provide for consideration and implementation of projects, strategies and services that will address the following ten factors:

Support the economic vitality of the Joplin metropolitan area, especially by enabling global competitiveness, productivity and efficiency;

1. Increase the safety of the transportation system for motorized and non-motorized users;
2. Increase the security of the transportation system for motorized and non-motorized users;
3. Increase the accessibility and mobility of people and freight;
4. Protect and enhance the environment, promote energy conservation, improve the quality of life and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
5. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
6. Promote efficient system management and operation; and
7. Emphasize the preservation of the existing transportation system.
8. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation
9. Enhance travel and tourism

ELIGIBLE ITEMS

There are a number of activities that are considered eligible for transportation planning funds. These include street inventories, map preparation, aerial photography and photogrammetry, traffic volume studies, land use studies, and other studies that support the transportation planning process. Other eligible activities include systems development and project planning, economic and fiscal studies related to streets, project evaluation studies, and compilation of reference statistics.

PUBLIC INVOLVEMENT PLAN

The purpose for the Public Involvement Plan (PIP) adopted in 2009 is to involve the public in the planning process, since the purpose of regional planning is to meet public mobility needs.

The PIP outlines a process for the public comments on the MTP, TIP, UPWP, Title VI/ Environmental Justice and at public meetings. The PIP states that all changes to documents and plans that require board approval, except for the PIP itself, shall have a news release issued and be posted to the JATSO webpage seven (7) days prior to any action by the governing board for the purposes of public comment. The PIP shall have a 45-day public comment period. A paper copy of the PIP can be acquired at Joplin City Hall, Metropolitan Area Public Transit System (MAPS) office and vehicles, Webb City City Hall, Carl Junction City Hall, and Harry S. Truman Coordinating Council offices. An electronic copy of the PIP can be obtained at the JATSO website (http://joplinmo.org/index.aspx?NID=738). Other information pertaining to Title VI (Civil Rights Act of 1964), Limited English Proficiency (LEP) Plan, and American with Disabilities Act contact information can also be found at this website.

FY 2018 PROGRAM GOALS

The annual transportation planning program begins on November 1, 2017 and continues through October 31, 2018. The UPWP is directed toward the continuation and improvement of existing activities and the development of those activities mandated by federal regulations. For fiscal year 2018, JATSO's goals are:

- Improve metropolitan transportation planning through better cooperation and communication from JATSO, MoDOT, and ONEDOT. (All Tasks)
- Increase public and public agency participation in the JATSO transportation planning process. (Tasks 1, 2, 4, and 5)
- Update the 2018-2021 TIP as needed (Task 1)
- Improve the operational and technical capacity of the JATSO metropolitan transportation planning process. (All tasks)
- Complete an update of the Bicycle and Pedestrian Transportation Plan (Task 7) to gather new public input on the bicycle and pedestrian system, update priority bicycle pedestrian projects for potential funding, and coordination the bicycle and pedestrian network among JATSO jurisdictions
- Complete Phase II of the Comprehensive Plan Update for the City of Joplin (Task 6) to reflect the relationship between the transportation system and the changing land uses in the City of Joplin
- Complete a traffic study for the Fir Road Corridor of Carl Junction (Task 8) to ensure that JATSO has the most up-to-date and accurate data to make safe transportation decisions when planning for capital projects in the future

TASK 1: SHORT RANGE TRANSPORTATION PLANNING AND PROGRAMMING

OBJECTIVE

JATSO staff will maintain a fiscally constrained area-wide programmed listing of transportation improvement projects inside the Joplin metropolitan planning area for a four-year period that is consistent with JATSO's metropolitan transportation plan.

CURRENT STATUS

The JATSO FY 2018-2021 TIP was developed throughout FY 2017 and approved by the JATSO Policy Board in September 2017. The TIP will be modified throughout FY 2018 as needed by the completion of JATSO TIP amendments and/or administrative actions.

TASKS COMPLETED IN FY 2017

- Developed the updated FY2018-2021 TIP and facilitated its review and approval by the JATSO Policy Board, the Missouri Governor and the ONE DOT.
- Staff maintained and monitored the projects in the JATSO FY 2016-2019 TIP
- Staff updated the 2016-2019 TIP as needed
- Executed the JATSO/MoDOT annual self-certification document and facilitated its review and approval by the JATSO Policy Board and the ONE DOT.
- Developed the annual listing of obligated projects for FY 2016.

WORK ITEMS

- Administration – 85%
    - Complete TIP modifications as needed
    - Prepare the FY 2018 Annual Listing of Obligated Projects
    - Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Outreach – 15%
    - Conduct Public Meetings

PUBLIC PARTICIPATION

Prior to adopting a TIP a public meeting will be held by the Policy Board. A news release will be issued and posting to the JATSO webpage will be done fourteen (14) days in advance of the public meeting. TIP amendments will have a public comment period of seven (7) days. The public is encouraged to formulate comments regarding the TIP document.

END PRODUCTS

- Update JATSO FY 2018-2021 TIP with amendments as needed
- Prepare the FY 2017 Annual Listing of Obligated Projects

SCHEDULE FOR COMPLETION

Activities will be on-going from November 1, 2017 through October 31, 2018

BUDGET

Total Cost	Federal Funds (80%)	Local Funds (20%)
$37,938.42	$30,350.74	$7,587.68

TASK 2 – PROGRAM SUPPORT AND ADMINISTRATION

OBJECTIVE

JATSO staff will maintain the approved UPWP for the current FY 2018 and develop the FY 2019 UPWP.

CURRENT STATUS

This task is on-going with activities occurring on a day-to-day or on-demand basis.

TASKS COMPLETED IN FY 2017

- Amended the FY 2017 UPWP
- Developed the FY 2018 UPWP
- Conducted four public meetings
- Created and provided informational handouts at all public meetings
- Updated the JATSO website with current information and work products
- Participated in monthly coordination meetings with MoDOT
- Prepared and transmitted quarterly progress reports to MoDOT
- Updated Public Participation Plan
- Updated JATSO/MoDOT Memorandum of Understanding

FY 2018 WORK ITEMS

- Administration – 30%
    - Monitor and maintain the FY 2017 UPWP
    - Prepare and transmit quarterly progress reports to MoDOT
    - Prepare the FY 2018 UPWP
    - Document all MPO activities
    - Program additional tasks in FY 2017 as needed
- General Transportation Planning – 50%
    - Participate in MoDOT district and statewide planning activities
    - Prepare amendments to the Metropolitan Transportation Plan (MTP) as needed
    - Maintain inventory of transportation needs and priorities
    - Conduct JATSO Policy Board meetings
    - Ongoing coordination of JATSO activities with disaster recovery planning efforts
    - Staff professional development
    - Attend training sessions and technical assistance meetings for performance management
    - Develop transition to performance-based planning and programming
- Outreach – 20%
    - Conduct public meetings
    - Create informational hand-outs for public use
    - Ongoing outreach to JATSO member agencies
    - Ensure agencies receiving federal transportation funds maintain accurate financial records

PUBLIC PARTICIPATION

Prior to adopting a Unified Planning Work Program, a public meeting will be held by the Policy Board. A news release will be issued and posting to the JATSO webpage will be done seven (7) days in advance of the public meeting. The public is encouraged to formulate comments regarding the UPWP document.

End Products

- Four (4) FY 2018 quarterly progress reports to MoDOT
- The JATSO FY 2019 UPWP completed in September 2018
- Maintain and update prioritized list of needs in the JATSO area as needed
- Continued update of JATSO's website with new information and amendments
- Improved metropolitan transportation planning through better cooperation and communication from JATSO, MoDOT, and ONEDOT.
- Increased public and public agency participation in the JATSO transportation planning process
- Improved operational and technical capacity of the JATSO metropolitan transportation planning process

Schedule for Completion

Activities will be on-going from November 1, 2017 through October 31, 2018.

Budget

Total Cost	Federal Funds (80%)	Local Funds (20%)
$88,522.98	$70,818.38	$17,704.60

TASK 3: GEOGRAPHIC INFORMATION SYSTEMS

OBJECTIVE

JATSO staff will work with the City of Joplin, the Harry S. Truman Coordinating Council, and other local governments and agencies to update and create databases and collect and input data into the JATSO's GIS.

CURRENT STATUS

The City of Joplin updates zoning maps within the Joplin corporate boundaries. Census information, other socio-economic data, and additional transportation data of the Joplin area is inserted into GIS databases as it becomes available. Midland GIS Solutions continues to host the GIS website for the purposes of managing information.

TASKS COMPLETED IN FY 2017

- Staff maintained and updated street, trail, subdivision, zoning, sewer, flood plain, and ownership GIS layers.

FY 2018 WORK ITEMS

- Administration – 55%
    - Maintain and update GIS layers used by JATSO, the Metro Area Public Transit System (MAPS), the Harry S. Truman Coordinating Council and local governments and agencies.
- Annual ESRI licensing fee – 30%
- Maintaining the GIS website – 15%

FY 2018 END PRODUCTS

- Maintained GIS layers
- Updated street, subdivision, zoning, and property ownership layers.
- Updated aerial photography and contour, flood plain, census, environmental and traffic count layers as needed.
- Updated data and maps to reflect change in transit/multi-modal facilities
- Updated ESRI license

SCHEDULE FOR COMPLETION

Activities will be on-going from November 1, 2017 through October 31, 2018.

BUDGET

Total Cost	Federal Funds (80%)	Local Funds (20%)
$52,379.20	$41,903.36	$10,475.84

TASK 4: TRANSIT PLANNING

OBJECTIVE

The Transit Coordinator will provide program and administrative support for the Metropolitan Area Public Transit System (MAPS) and the Sunshine Lamp Trolley system. The Transit Coordinator will conduct long and short-range transit planning responsibilities.

CURRENT STATUS

The Transit Coordinator continues with program support and administration.

TASKS COMPLETED IN FY 2017

- Transit Coordinator monitored the MAPS and collected data and information.
- Transit Coordinator monitored the Sunshine Lamp Trolley system.
- Transit Coordinator planned for the development of a transfer station and updated trolley routes.

FY 2018 WORK ITEMS

- Administration – 100%
    - The Transit Coordinator collects and records transit data and information and reports the data findings to local, state and federal government agencies.
    - The Transit Coordinator and JATSO staff use data and information to complete short and long-range planning responsibilities.
    - The Transit Coordinator monitors and analyzes Sunshine Lamp Trolley system.

FY 2018 END PRODUCTS

- The Transit coordinator carries out the daily operations of MAPS.
- The Transit coordinator provides MoDOT and FTA with necessary transit data and documentation.

SCHEDULE FOR COMPLETION

Activities will be on-going from November 1, 2017 through October 31, 2018.

BUDGET

Total Cost	Federal Funds (80%)	Local Funds (20%)
$70,678.40	$56,542.72	$14,135.68

TASK 5: PROGRAMS, HARDWARE, AND SOFTWARE

OBJECTIVE

To maintain and improve an interactive JATSO website for the Joplin metropolitan planning area and maintain and improve JATSO's TransCAD software.

CURRENT STATUS

The MPO's main website is included on the City of Joplin's website, (http://joplinmo.org/index.aspx?nid=738). The site contains information about JATSO, meeting agendas, minutes, and notices, and work products.

TASKS COMPLETED IN FY 2017

- JATSO staff maintained an interactive website that includes zoning, street, subdivision, and parcel information. News releases and agendas were posted to the City of Joplin's main webpage.
- JATSO updated their TransCAD software

FY 2018 WORK ITEMS

- Maintaining the JATSO website
- Maintaining JATSO's TransCAD model
- Annual maintenance fees for two (2) TransCAD licenses

FY 2018 END PRODUCTS

- Maintain an interactive GIS website that includes zoning, street, subdivision, parcel, and any other pertinent information.
- Maintain JATSO's website and make regular updates to keep the public informed.
- Maintain JATSO travel demand model in TransCAD.

SCHEDULE FOR COMPLETION

Activities will be on-going from November 1, 2017 through October 31, 2018.

BUDGET

Total Cost	Federal Funds (80%)	Local Funds (20%)
$4,292.20	$3,433.76	$858.44

TASK 6: TRANSPORTATION CORRIDOR STUDIES

OBJECTIVE

Study future traffic development patterns and access management measures along Fir Road from Highway 171 to Joplin Street. This is a project sponsored by the City of Carl Junction.

CURRENT STATUS

Increased congestion along Fir Road and recent crashes at busy intersections have prompted the City of Carl Junction to conduct a traffic study of Fir Road at the major intersections. This study will help Carl Junction make future decisions about public improvements along Fir Road and improve the safety of the regional transportation system.

FY 2018 WORK ITEMS

- Develop and advertise an RFQ
- Select a qualified consultant to complete the corridor study
- Execute contract with consultant
- Coordinate with consultant to ensure corridor study meets scope of work
- Present traffic study to the JATSO Policy Board upon completion

END PRODUCTS

- A traffic study that will determine the existing traffic capacity at the intersections of Joplin Street, Peace Church Road, Briarbrook Drive, North Lone Elm Avenue and Highway 171 along Fir Road based on traffic counts and peak times.
- The report should also include a traffic impact study report, an intersection crash analysis, and an estimated 20-year growth rate of future traffic volumes.

SCHEDULE FOR COMPLETION

The traffic study will be completed by the end of the third quarter of FY 2018.

BUDGET

Total Cost	Federal Funds (80%)	Local Funds (20%)
$30,000	$24,000	$6,000

TASK 7: COMPREHENSIVE PLAN UPDATE, PHASE II

OBJECTIVE

Update the current Joplin Area Comprehensive Plan (Phase II)

CURRENT STATUS

The existing land use code for the Disaster Recovery Area does not encourage or permit the types of sustainable redevelopment identified in the Comprehensive Plan.

TASKS COMPLETED IN FY 2017

- Formation of Policy and Technical Subcommittees for the project
- Coordinated and participated in two on-site subcommittee meetings with Gould Evans
- Coordinated and participated in two stakeholder group meetings with Gould Evans and City of Joplin staff
- Received and reviewed initial draft of Policies and Procedures submitted to the City of Joplin
- Initial draft of the update will be submitted to City of Joplin by the end of September 2017

FY 2018 WORK ITEMS

- Receive and review first draft of updated Comprehensive Plan
- Coordinate and participate in third stakeholder and subcommittee site meetings with Gould Evans and City of Joplin staff
- Provide feedback to Gould Evans on initial draft
- Receive and review final draft of Comprehensive Plan
- Coordinate and participate in public input meeting after completion of the initial draft
- Present updated plan to JATSO Policy Board and City of Joplin City Council with Gould Evans

FY 2018 END PRODUCTS

- An updated land use code that will help staff and the public make informed development decisions and achieve goals identified in the 2012 Comprehensive Plan will be adopted by the City of Joplin.

PUBLIC PARTICIPATION

Public open house after initial first draft to be held in the first quarter of FY 2018

SCHEDULE FOR COMPLETION

Anticipated adoption of Phase II of the Comprehensive Plan will be in the second quarter of FY 2018.

BUDGET

Total Cost	Federal Funds (60%)	Local Funds (40%)
$60,000	$36,000	$24,000

TASK 8: BICYCLE AND PEDESTRIAN TRANSPORTATION PLAN UPDATE

OBJECTIVE

Update the JATSO Bicycle and Pedestrian Transportation Master Plan.

CURRENT STATUS

The Bicycle-Pedestrian Transportation Plan for the Metropolitan Joplin Area was last updated in 2001.

TASKS COMPLETED IN FY 2017

- Developed and issued RFP to procure a qualified consultant to assist JATSO in the update of this plan
- Formed a selection committee to review responses and interview consultants
- Selected Transystems Engineering, Inc. to complete the update of the Bicycle and Pedestrian Transportation Plan
- Coordinated and conducted initial kick-off meetings with selection committee and JATSO Bicycle and Pedestrian subcommittee
- Coordinated and conducted first public input meeting on August 24, 2017 to gather public input
- Launched an online public input survey on August 20, 2017 to gather public input

FY 2018 WORK ITEMS

- Coordinate and participate in second Bicycle and Pedestrian subcommittee meeting
- Coordinate and conduct second public input meeting in the month of November 2017
- Receive and review initial draft of the updated Bicycle and Pedestrian Transportation Plan
- Provide comments to Transystems Engineering, Inc. for revisions of the first draft of the Plan
- Receive and review final draft of the updated Bicycle and Pedestrian Transportation Plan
- Present the updated Bicycle and Pedestrian Transportation Plan to the JATSO Policy Board and distribute copies to be presented to jurisdictions in the JATSO planning area

FY 2018 END PRODUCTS

- An updated Bicycle and Pedestrian Transportation Plan for the JATSO planning area that will help the staff and public encourage sustainable and accessible multi-modal transportation planning and programming in the region.

PUBLIC PARTICIPATION

This plan update will include three (3) public meetings as well as a public involvement survey to be used by JATSO.

SCHEDULE FOR COMPLETION

The updated plan will be presented to the JATSO Policy Board by the end of the second quarter of FY 2018.

BUDGET

Total Cost	Federal Funds (80%)	Local Funds (20%)
$60,000	$48,000	$12,000

TASK 9: AERIAL PHOTOGRAPHY UPDATE

OBJECTIVE

Update the current aerial photographs of the Newton County portion of the Joplin metropolitan area.

CURRENT STATUS

The last update for aerial photographs was in February of 2015.

FY 2018 WORK ITEMS

Staff will hire a consultant to update aerial photographs of the JATSO planning area.

FY 2018 END PRODUCTS

A complete and up-to-date set of aerial photographs will assist in making the most accurate transportation and land use planning decisions in the JATSO area.

SCHEDULE FOR COMPLETION

Staff will hire a consultant in first quarter of FY 2018. Anticipated flyover in winter or early spring of 2018 with aerial photographs available soon after.

BUDGET

Total Cost	Federal Funds (80%)	Local Funds (20%)
$100,000	$80,000	$20,000

TASK FUNDING SUMMARY

Task	Total CPG Funds	Total 5307 Funds	Local Match	Total
Short Range Transportation Planning	$ 30,350.74	$ -	$ 7,587.68	$ 37,938.42
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FY 2018	
Estimated FY 2018 Allocation	$ 196,401.00
Total Estimated CPG Funds Available for FY 2018	$ 1,207,930.92
Total Programmed CPG Funds for FY 2018 UPWP	$ (334,506.24)
Remaining Unprogrammed Balance	$ 873,424.68

JATSO Organizational Chart

Staff is located at the City of Joplin offices and are dedicated to JATSO activities.

Full-time Staff

Robert Lolley, Transit Coordinator (1.0 FTE)

Part-time Staff

Troy Bolander, MPO Staff Director (0.5 FTE)

Planning and Development Assistant Director (0.25 FTE)

City of Joplin/JATSO Planner (0.8 FTE)

Lindsay Dunn, Clerk (0.25 FTE)

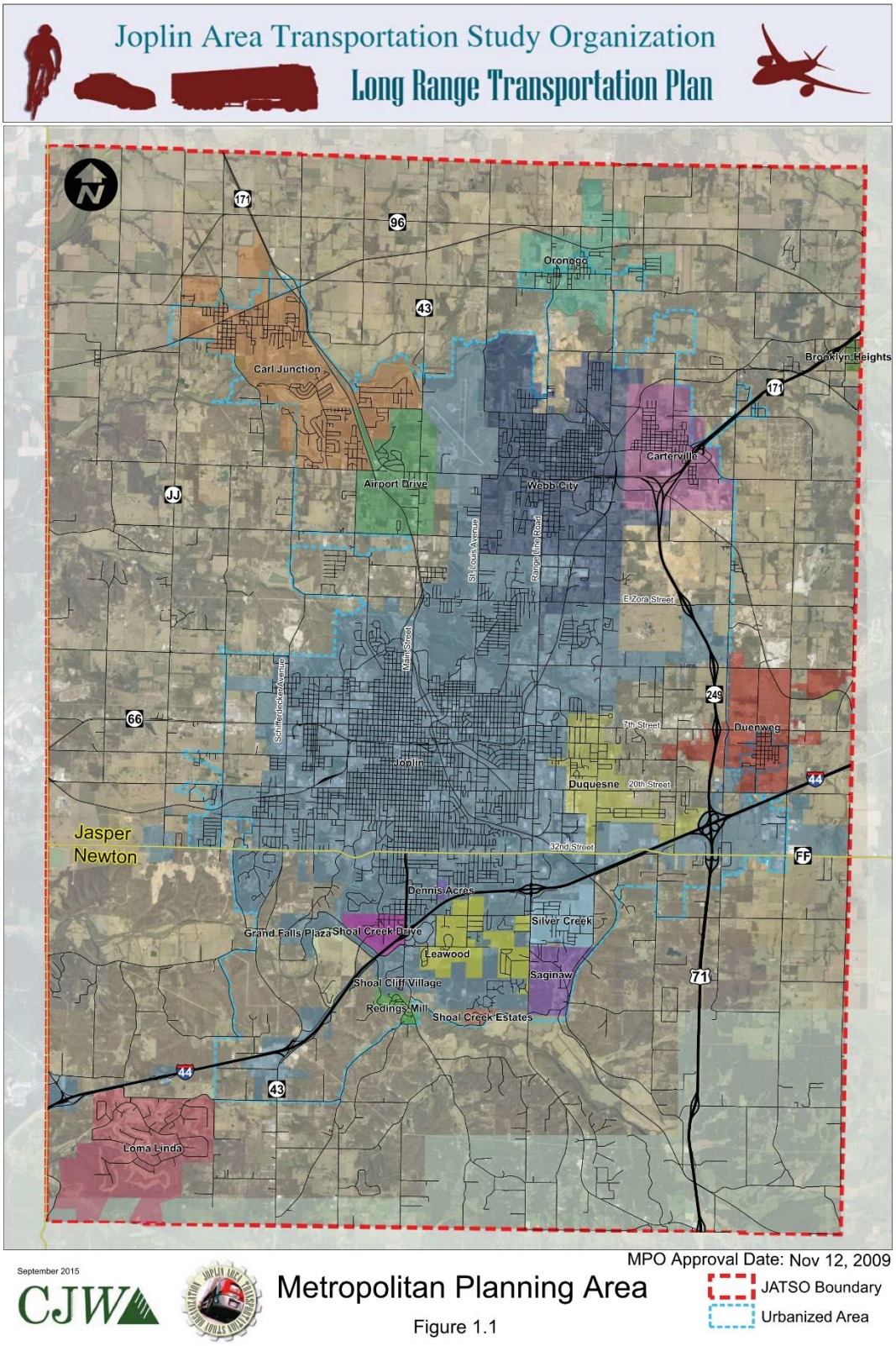
John Gilligan, GIS Coordinator (0.5 FTE)

Brandon Louderback, Transportation Engineer (0.5 FTE)

JATSO Policy Board Voting Members

Chairman David Hertzberg	Director of Public Works	City of Joplin
Vice Chairman Troy Bolander	Director of Planning, Development, and Neighborhood Services	City of Joplin
Dan Johnson	Assistant Director of Public Works	City of Joplin
Lynden Lawson	Assistant Director of Public Works, Operations	City of Joplin
Robert Lolley	MAPS Transit Coordinator	City of Joplin
Steve Stockham	Airport Manager	City of Joplin
Carl Francis	City Administrator	City of Webb City
Steve Lawver	City Administrator	City of Carl Junction
Jill Cornett	Executive Director	Truman Council
Darieus Adams	County Commissioner	Jasper County
Marilyn Ruestman	County Commissioner	Newton County
Travis Koestner	Southwest District Engineer	Missouri Dept. of Transportation
Alternate Frank Miller	Southwest District Planner	Missouri Dept. of Transportation
Alternate Nikki Hill	Transportation Planner	Truman Council

JATSO Planning Area Boundary Map



City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: OCTOBER 16, 2017

ITEM: COUNCIL BILL NO. 2017-457

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: HUMANE SOCIETY ANIMAL SHELTERING AGREEMENT ; COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
The Health Department requests consideration of this Council Bill that would authorize an update to the agreement for animal sheltering services between the City of Joplin (City) and the Joplin Humane Society, Inc. (Society).

DISCUSSION:
The City has contracted with the Society for animal sheltering services in conjunction with the City's animal control program since 1975. The original contract has been amended from time to time over the years allowing for increases in the monthly payment for such services.

The agreement calls for the Society to receive, for sheltering services, animals brought to it by the City's animal control program or by residents of the City, as approved. The agreement includes basic impoundment services for stray animals or those animals collected for a violation of city code, and rabies quarantine services for animals involved in bite situations.

The Society has requested a 0.9% CPI increase in fees which is allowed under the current agreement. The new agreement specifies a schedule of fees that may be charged to the City or residents of the city for various services including; rabies sample submission, animal intake and tracking, quarantine, euthanasia, and cremation. The Society has also requested an increase in the daily care charge for impoundment of animals exceeding the 0.9% CPI. This reflects the current calculation of costs for this service and is also allowed in the agreement. The agreement also allows for other charges to the City for specific cases where extraordinary care may be required for an animal. Finally, the Society will receive 20% of fines it collects as specified in city code, for animals retrieved by the owner.

The Society agrees that all costs charged to the City per this agreement will be the same fees charged to other contract governmental entities. The estimated contract cost for this agreement period is approx. $216,971.

The agreement period will be from November 1, 2017 through October 31, 2018. Thereafter, subject to annual appropriations, it will be automatically renewed for four (4) successive one (1) year terms, to coincide with the city fiscal year unless amended by both parties.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2017-457 ORDINANCE NO.

AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

WHEREAS, the Joplin Humane Society, Inc. did request changes to fees charged to the City of Joplin and the public for animal control services provided by the Society, and

WHEREAS, the Animal Sheltering Agreement between the City and the Society allows for adjustments to sheltering fees, and

WHEREAS, the Joplin Humane Society, Inc. has been the contracted animal shelter for the City since 1975 and in calendar year 2016 did receive 3,483 animals from within the City of Joplin.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services, a true and accurate copy of said Agreement being attached hereto, and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin.

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 allows for the provision of animal control services necessary for the protection of public health and meets the time limitations to allow the beginning of the agreement concurrent with the start of the city fiscal year.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 16th day of October, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

HUMANE SOCIETY ANIMAL SHELTERING AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2017, by and between the **City of Joplin, Missouri**, a Municipal Corporation, hereinafter referred to as "**City**", and the **Joplin Humane Society, Inc.**, a corporation organized under the laws of the State of Missouri, d/b/a Animal Adoption & Rescue Center of the Four States, hereinafter referred to as "**AARC**".

W I T N E S S E T H:

WHEREAS, the AARC operates an animal shelter at which it receives, cares for, and disposes of animals; and

WHEREAS, the City, in the enforcement of its ordinances with respect to animals in the City, from time to time picks up various animals which must be sheltered, fed, and disposed of; and

WHEREAS, parties to this Agreement were parties to a similar contract dated the 30th day of December 1975 that has been amended from time to time by the parties; and by agreement of the parties, the former contract is terminated upon the effective date of this Agreement, and the agreement between the parties shall be reflected in this Agreement.

NOW, THEREFORE, the parties hereto do mutually agree to the following:

1. GENERAL: The AARC agrees to receive at its Shelter all live dogs, cats, or other animals, excluding livestock and other farm animals, delivered to it by the animal warden or other officials of City or residents of the city from and after the effective date of this Agreement; and to shelter, feed, care for, and dispose of said animals as in this Agreement provided and as required by the applicable Joplin City Code and ordinances

as the same are from time to time amended. Local contract agencies will be given priority over new contractors outside of the immediate area.

2. ANIMALS HELD ACCORDING TO CITY ORDINANCE: The AARC shall keep and maintain its Shelter in a clean, sanitary condition at all times. It shall properly care for and protect and harbor all animals delivered to it as herein provided in a humane and decent manner. All animals delivered to the Shelter of the AARC shall be kept and sheltered in accordance with the terms of the ordinances of the City of Joplin and said animals shall be confined for the time provided in said ordinances. Animals quarantined under the provisions of the ordinances relating to rabies or other diseases shall be sheltered by the AARC in accordance with the terms of said ordinances for the length of time required by ordinance under the direction of the Director of Health and Welfare of the City or his designee and/or at a licensed veterinarian for the purpose of observation.

3. The AARC agrees to receive at its Shelter all live dogs, cats, or other animals (excluding livestock and other farm animals) delivered to it by residents of City from and after the effective date of this Agreement and to dispose of said animals without charge to said residents of City. The City reserves the right to change or eliminate this fee waiver for City residents at any time during this Agreement upon written notice from the Joplin Director of Health and Welfare to the AARC.

4. ANIMAL OWNER NOTIFICATION: The AARC shall make every reasonable effort to determine the ownership of all animals delivered to it at its Shelter under the terms hereof and shall further make every reasonable effort to inform by phone the owners of said animals of the fact that their animals are in its custody and the conditions under which they may regain custody of such animals.

5. ANIMAL INTAKE/DISPOSITION LOG AND MONTHLY REPORT:

The AARC shall keep a daily log, in a mutually agreed format, of all animals delivered to it by the City or residents of City under the terms of this Agreement, and each animal received by it shall be identified on such log by some descriptive means and the disposition of such animal shall be recorded so that at all times the parties shall have and maintain a record of all animals received and the disposition thereof. Not later than the 10th of each month, after the effective date of this Agreement, the AARC shall deliver to the Director of Health and Welfare of the City a report, in a mutually agreed format, providing details about incoming animal data as well as animal disposition data for the animals received during the preceding calendar month.

6. RELEASE OF ANIMALS UPON PAYMENT OF FEES: The AARC shall release animals to their owners only after the owners have complied with the ordinances of City, with respect to the payment of impoundment fees and other charges unless authorized by the Director of Health and Welfare or authorized by the Executive Director of the AARC for daily care charges, and the AARC shall collect such fees, and charges for the use of the City. The AARC shall receive a service fee of twenty (20%) percent of such collections of fines in exchange for such services, and the AARC shall account for all collections at such times and in such manner as may be directed by the Director of Health and Welfare of the City. The AARC shall also release animals to owners if such owners deliver to the AARC evidence of direct payment to the City of such fees and charges on forms to be provided by the City. The AARC shall not be entitled to any collection of fines made directly to the City. In the event the City collects impoundment fees for the cost of care, the City shall remit the same to the AARC.

Impoundment fees collected by the AARC shall be submitted to the City on a biweekly basis.

7. FEE ADJUSTMENT: Fees as provided in this Agreement to be charged to residents of Joplin and the City pursuant to this Agreement may be adjusted based upon the AARC's change in costs subsequent to the previous adjustment. Any individual fee increases will be adjusted only to the extent of an increase in the Consumer Price Index (Kansas City-All Urban Consumers), utilizing the most recently available 12 month period index from the previous year . If a fee increase request is in excess of the Consumer Price Index the city may request to review data on actual costs of each service if needed to document cost increases. In the event an adjustment to documented cost is warranted, AARC shall provide written notice thereof with supporting documentation, by no later than May 1 of each year. All increases shall be subject to annual appropriation by the Joplin City Council. City shall have thirty (30) days to review and request additional supporting documentation. In the event the parties are unable to agree to the cost adjustment, either party shall be entitled to terminate this Agreement as provided herein.

8. ANNUAL SHELTERING FEE CALCULATION: To provide for a level monthly sheltering fee paid by the City to the AARC, animal sheltering data from the previous complete calendar year and obtained from the Animal Identification Record forms or other similar records used for tracking animal intake, approved for use by the Director of Health and Welfare, will be analyzed annually in May by the City and AARC in order to obtain the annual sheltering charge for the next city fiscal year (Nov.- Oct.). The calculations will utilize the agreed-upon fee adjustment, if any, for the upcoming City fiscal year.

9. SOCIETY OPERATED ACCORDING TO LAW: The AARC agrees that the shelter facility shall be maintained in accordance with reasonable standards adopted by and under the direction of the Joplin Humane AARC Board of Directors. The AARC shall operate the Shelter and provide care for all animals in compliance with all state and federal regulations applicable to such facility. The AARC shall make the Shelter facilities available during regular business hours for inspection by the Director of Health and Welfare of the City and his designee to monitor compliance with this Agreement. The AARC agrees that it will provide to the City, in a timely manner, any copies of inspections of the Shelter completed by any regulatory authority having jurisdiction over the facility.

10. SPECIAL ANIMAL CARE: The AARC agrees to receive at its Shelter all live dogs, cats, or other animals as set forth in this Agreement, and to shelter, feed, and care for and dispose of said animals, without charge to the City, for any routine animal care services that may be incurred by the AARC in providing the services set forth herein. The City agrees to pay or arrange for payment through municipal court, on a case-by-case basis, for extraordinary animal care or veterinary care as required in certain cases due to the medical condition of an animal or as required by the Missouri Department of agriculture. In the event AARC incurs any veterinary charges relative to City's animals, it shall be paid by the City.

The City agrees to compensate the AARC for daily care charges when in certain cases an animal is held at city request (e.g. owner arrested or hospitalized), and when animal owner does not directly pay charges .

11. RABIES SAMPLE PROCESSING: The AARC agrees to process and ship any small animal (up to and including dogs and cats) delivered to it to the Missouri

State Laboratory for rabies testing for a Twenty- Six and 87/100 ($26.87) Dollar fee to a resident of the City or the City.

12. FEE STRUCTURE: The City agrees to pay the AARC for services to be rendered hereunder the following, where applicable, for animals brought to the AARC by an official of the City or a resident of the City (except items d. and e. when citizen is specifically requesting these services for his own pet) and registered on an Animal Identification Form and not identified as a returned or reclaimed animal in the animal disposition. The City reserves the right to change or eliminate any fee waiver for City residents at any time during this Agreement upon written notice from the Joplin Director of Health and Welfare to the AARC. All returned or reclaimed animal fees are to be paid by animal owner.

(a) **Animal Intake and Tracking Fee** of Eight and 39/100 ($8.39) dollars per animal.

(b) **Animal Sheltering Fee** of Seven and 87/100 ($7.87) dollars per day, not to exceed seven (7) days, (excluding wild animals).

(c) **Quarantine Fee** of Fifteen and 11/100 ($ 15.11) dollars per day, not to exceed ten (10) days.

(d) **Euthanasia Fee** of Eleven and 92/100 ($11.92) dollars per animal.

(e) **Cremation Fee** of Fifteen and 28/100 (15.28) Dollars or .55/pound for large wild animals, for each animal registered on an Identification Record Form and brought to the AARC by an Animal Control Officer of the City that requires cremation.

(f) **Small Animal Cremation Fee** of Five and 05/100 ($5.05) dollars per small wild animal such as birds, squirrels, rabbits, rodents, or other small wild animals under 3 lbs. in weight.

(g) AARC out-of-pocket veterinary charges due to its acceptance of a sick or injured animal, as determined in paragraph 10 herein.

(h) The AARC agrees to provide to the City, by the 10th day of each month, an invoice for all charges incurred, pursuant to this Agreement, during the previous month, in a format approved by the City. The City agrees to process all invoices by the end of the month presented provided such invoices are received by 10th of each month.

(i) The AARC agrees that the fee for services charged by AARC to City shall be the same fee charged for like services to other governmental entities that have a contract with AARC; although for convenience, flat fees may be charged to other governmental entities. The calculation utilized by AARC to arrive at a flat fee for such government entities shall be the same calculations utilized by AARC to arrive at the fee charged to City for such services.

13. INDEPENDENT CONTRACTOR: It is expressly understood that the AARC is, in all respects, an independent contractor, and the only liability of the City created by the terms of this Agreement is the obligation to pay the AARC for services rendered as hereinabove set forth. The AARC shall carry and provide the City with evidence of liability insurance coverage in an amount of at least $500,000 per person, and $1,000,000 per occurrence, and AARC shall indemnify and hold City harmless for any other claim caused by the actions of the AARC. The AARC agrees to add the City as an additional insured on its comprehensive general liability insurance policy provided City pays any additional premium charged. Such policy shall provide that it may not be cancelled without ten (10) day's advance written notice.

14. WORK AUTHORIZATION: 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 herein.

15. DEDICATED DOG RUNS: The AARC agrees to dedicate sufficient dog runs (at a minimum three) necessary for the City Animal Control Staff to routinely, throughout the day or night, place dogs delivered to the AARC. Dogs placed in these runs are to be frequently moved to other long-term animal runs to keep these dedicated runs free for regular animal delivery. These dedicated runs will be cleared of animals by the close of business and again by the open of business each day to assure adequate space for animals delivered to the AARC.

16. ISOLATION OF CERTAIN ANIMALS: Animals held in isolation areas (quarantine or dangerous dog impoundment) are not to be viewed by the public or other unauthorized individuals unless authorized by animal control staff or AARC staff.

17. ANIMAL EMERGENCY PLANNING: The AARC agrees to participate in regular joint emergency planning and response activities with the City to address situations involving animal care during emergencies (e.g. weather emergency, continuity planning for AARC operations, etc.).

18. TERMINATION OF AGREEMENT: Termination of the Agreement may occur prior to the date agreed upon by the parties herein in the following matter:

a. Either party, at any time, upon one hundred eighty (180) day's written notice, may terminate this Agreement;

b. If AARC fails to comply with the terms of this Agreement, the City may terminate this Agreement by providing ten (10) day's written notice of its intent to terminate and specify the event of default. In the event the default is not cured within thirty (30) days, the City shall be entitled to terminate the Agreement. The City shall be liable only for costs incurred to and until the effective date of termination.

19. RIGHT OF AARC TO SUSPEND SERVICES. In the event AARC is faced with an emergency situation, which, in the opinion of AARC's Board of Directors and the director of the department of health, poses an immediate threat to the viability of the Shelter, it shall have the right, upon thirty (30) days' notice, to temporarily suspend acceptance of animals or terminate this Agreement. AARC reserves the right to seek an additional stipend from City as a result of such an emergency situation, and City reserves the right to decline to approve such stipend.

20. AMENDMENT OF AGREEMENT: This Agreement may be amended at any time by writing approved by City and AARC.

21. BINDING AGREEMENT: This Agreement shall be binding upon the parties' successors and assigns.

22. TERM OF AGREEMENT: The services of the AARC are to commence upon the 1st day of November 2017 and continue until October 31, 2018. Thereafter, subject to annual appropriations, it will be automatically renewed for four (4) successive one-year terms to coincide with the City fiscal year unless modified or amended by both City and AARC, in writing, or terminated pursuant to Paragraph 18 herein.

23. LOW COST RABIES CLINIC: The AARC and City agree to collaborate as necessary in providing low cost rabies clinic opportunities for residents of the city. Clinics may be City resident specific or the City may participate in other low cost rabies

clinics offered to area residents by the AARC. Costs to the City for participation in low cost rabies clinics will be agreed upon by both parties prior to any clinic

Signed this _____ day of _____ 2017.

JOPLIN HUMANE SOCIETY, INC.

By: _____

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By:_____
Samuel L. Anselm , City Manager

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: OCTOBER 16, 2017

ITEM: COUNCIL BILL NO. 2017-458

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
The Joplin Humane Society, Inc. (Society) has requested a 0.9% CPI increase to the fee schedule for fees charged to the City of Joplin (City) for various animal sheltering services. The annual CPI adjustment is allowed by the current agreement with the Society. They have also requested an adjustment to the daily care charge for impoundment of animals based on new cost calculations exceeding the 0.9% CPI increase. This type of increase is also allowed by the current contract if cost calculations indicate the higher request.

DISCUSSION:

The Society has been the contracted provider of animal control shelter services in the city since 1975. During that time, the contract has been amended from time to time to reflect changes in costs at the Society for services to the City.

The changes in fees are shown below:

- Rabies Sample Processing Fee $26.63 to $26.87.
- Animal Intake and Tracking Fee $8.32 to $8.39/animal.
- The per day care charge for impoundment of dogs or cats $5.94 to $7.87.
- The per day quarantine charge for dogs and cats $14.98 to $15.11.
- Animal euthanasia fee $11.81 to $11.92.
- Animal cremation fee $15.14 to $15.28.
- Small animal cremation fee $5.00 to $5.05.

The fees would become effective November 1, 2017.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2017-458 ORDINANCE NO.

AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144; and, containing an emergency clause.

WHEREAS, the Joplin Humane Society requested changes to fees charged to the City of Joplin and the public for animal control services provided by the Society, and

WHEREAS, the Animal Sheltering Agreement between the City and the Society allows for annual increases in sheltering costs and the parties are in agreement with the proposed changes and

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That Section 18-144. Fees. of Article IV. Impoundment, of Chapter 18 Animals of the Joplin City Code be amended to read as follows:

"Sec. 18-144. Fees.

(a) The following fines shall be charged to the public for the impoundment of any animal under the provisions of this article:

(1) First redemption of animal within 12 months	$15.00
(2) Each subsequent redemption of same animal within the preceding 12 months and additional	$15.00

(b) The following additional fees set herein shall be charged to the public, on a per animal basis, for various services provided by the Joplin Humane Society, Inc. and shall be modified in accordance with the contract between the city and the Joplin Humane Society, Inc., a copy of the same being on file in the office of the city clerk:

(1) Animal Intake and Tracking Fee	$8.39
(2) Animal Sheltering Fee for non-quarantined animals, for each day or fraction thereof	$7.87
(3) Quarantine Fee for each day or fraction thereof	$15.11
(4) Euthanasia Fee	$11.92
(5) Cremation Fee	$15.28
(6) Small Animal Cremation Fee	$ 5.05

(7) Other such fees as may apply pursuant and enumerated in any agreement between the city and the Joplin Humane Society, Inc.

(c) Owners of impounded animals may retrieve or otherwise obtain the release of

their animals from the Joplin Humane Society, Inc. only after they have made payment of impoundment and all other charges.

(d) If a financial hardship exists on the owner of an impounded animal, the $15.00 first impoundment fee may be waived at the direction of the director of public health and welfare if the following conditions apply:

(1) The animal is current on city license and rabies vaccination;
(2) No previous violations of city Code or written warnings have occurred with the owner or any animal in the owner's possession; or,
(3) The animal was impounded for being at large.

(e) Upon retrieving or otherwise obtaining the release of their animal, the owner shall provide proof of current city license and required rabies vaccination. If proof is not provided at that time, owner may be required to sign a statement, provided by the department of health and welfare, indicating that they will obtain proper pet license and rabies vaccination and will provide such proof to the department of health and welfare within 30 days of obtaining their animal's release. If such proof is not provided to the department of health and welfare a municipal citation may be initiated to the animal owner for violation of this section."

Section 2. 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 allows for the provision of animal control services necessary for the protection of public health and meets the time limitations to allow the beginning of the agreement concurrent with the start of the city fiscal year.

Section 3. These fees are to effective November 1, 2017.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 16th day of October, 2017.

_____
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: OCTOBER 16, 2017

ITEM: COUNCIL BILL NO. 2017-459

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: MATERNAL CHILD HEALTH SERVICES 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 approves a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the Joplin City Health Department (City) to provide maternal child health services.

DISCUSSION:

This contract provides funding for health department staff to conduct an assessment of maternal child health (women of childbearing age and children up through age 19) needs for identification of priority health issues. Based on the priority issues identified, a work plan will be developed in the following year that includes initiatives to address the problem issues identified. It also provides funds for ongoing MCH programs such as the childhood immunization program

The City will be working with other stakeholders and members of the local Community Health Collaborative while conducting the assessment.

The contract term is for a period of October 1, 2017 through September 30, 2018 and for an amount of $32,405.40. No city matching funds are required and funds for this contract are budgeted.

RECOMMENDATION:

City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2017-459 ORDINANCE NO.

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2017 and running through September 30, 2018, for the amount of up to Thirty Two Thousand, Four Hundred Five Dollars and Forty Cents ($32,405.40), to enable the Health Department to provide maternal and child health services to residents of Joplin, 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 by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, dealing generally with the provision by the Health Department, of contract services for maternal child health services to residents of Joplin, a true and accurate copy of the same being attached hereto and incorporated herein, 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 Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for the health enhancement activities for residents of the city and has a time limitation for approval and return to the state health department.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 16th day of October, 2017, 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:**	
44883	MATERNAL CHILD HEALTH SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2017	9/30/2018	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
		00

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

Maternal Child Health Services
Joplin City Health Department

1. GENERAL

1.1 The contract amount shall not exceed $32,405.40 for the period of October 1, 2017 through September 30, 2018.

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 This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under the grant number, title, and amount listed in the Contract Funding Source(s) enclosure provided with this contract and zero percentage is/was financed with nongovernmental sources. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.

1.4 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

1.4.1 Registration of business name (if applicable) with the Secretary of State at http://sos.mo.gov/business/startBusiness.asp

1.4.2 Certificate of authority to transact business/certificate of good standing (if applicable)

1.4.3 Taxes (e.g., city/county/state/federal)

1.4.4 State and local certifications (e.g., professions/occupations/activities)

1.4.5 Licenses and permits (e.g., city/county license, sales permits)

1.4.6 Insurance (e.g., worker's compensation/unemployment compensation)

1.5 The contracting local public health agency (LPHA) will hereinafter be referred to as Contractor or LPHA.

1.6 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Maternal Child Health
Program Contact: Martha Smith
Address: 920 Wildwood, Jefferson City Mo 65109
Phone: 573-522-2731
Email: Martha.Smith@health.mo.gov

2. ELIGIBILITY

2.1 Any LPHA is eligible to participate in the Maternal Child Health (MCH) Services Contract.

3. PURPOSE

3.1 To support a leadership role for LPHAs at the local level to: build community-based systems and expand the resources those systems can use to respond to priority maternal child health issues; provide and assure mothers and children (in particular those with low income or with limited availability of health services) access to quality MCH services; reduce health disparities for women, infants, and children, including those with special health care needs; promote the health of mothers and infants by assuring prenatal, delivery, and postpartum care for low income, at-risk pregnant women; and promote the health of children by providing preventive and primary care services for low income children.

3.2 The Contractor's efforts to fulfill the purpose of the MCH Services contract will include activities and services that address the needs of children and youth with special health care needs (cyshcn).

4. DEFINITIONS

4.1 Refer to the Glossary for the Maternal Child Health (MCH) Services Contract as reference for clarification of terminology used within the scope of work for the contract. The glossary is posted on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein.

5. DELIVERABLES AND OUTCOMES

5.1 The Contractor shall follow the MCH Services Program federal fiscal year (FFY) 2018 contract timeline, provided by the Department when available, for submission of all contract deliverables. All contract deliverables will be approved and finalized by the Department's MCH Services Program.

5.2 The Contractor shall work with the local community to maintain, develop, and enhance a community-based system to address priority maternal child health issues.

5.3 The Contractor shall address risk and protective factors that influence health disparities within families and communities through the Life Course Perspective.

5.4 The Contractor shall complete and submit to the MCH Services Program District Nurse Consultant (DNC) via an electronic e-mail attachment a descriptive overview of the programs and/or services being provided by the LPHA to the MCH population in their community. The overview shall also include: a discussion of the risk and protective factors that influence health disparities within their community; any current strategies to address health inequities; and any current strategies to address gaps in access to care.

5.5 Based on an examination of state and local quantitative and qualitative data, community engagement, and self-determination of local capacity, the Contractor shall complete a focused local assessment of the health status, strengths, weaknesses, and needs of the MCH population in their community, based on the population domains of maternal, infant, and child/adolescent, and existing health inequities and weaknesses/gaps in access to care.

5.5.1 The Contractor shall utilize the Missouri Public Health Information Management System (MOPHIMS); Missouri Information for Community Assessment (MICA) Data Profiles; Community Maternal, Infant and Child Health Profile(s) provided by the Department; local community health data; surveillance data; and other data sources to assist in the assessment process, priority health issue (PHI) and outcome measure selection, and systematic program planning.

5.5.2 The Contractor shall utilize an organized method to seek input from families/consumers, providers, and other community members about the issues related to MCH program services and delivery.

5.5.3 The Contractor shall meet with MCH stakeholders from their community to:

a. Review the focused local assessment of the health status, strengths, weaknesses, and needs of the MCH population in their community;

b. Inform them of the community's standing with respect to the population domains of maternal, infant, and child/adolescent and the MCH Services Program PHIs;

c. Discuss the existing health inequities and weaknesses/gaps in access to care;

d. Discuss the ongoing opportunities for engaging families and other stakeholders in programming efforts; and

e. Prioritize the community's MCH PHIs and compare and contrast them to the MCH Services Program PHIs. (See Table Below)

MATERNAL CHILD HEALTH SERVICES PROGRAM PRIORITY HEALTH ISSUES		
POPULATION FOCUS AREAS		
Maternal Health (childbearing age)	**Infant Health (0-1 year)**	**Child/Adolescent Health (1-19 years)**
PRIORITY HEALTH ISSUES		
Prevent and Reduce Smoking among Women of Childbearing Age & Pregnant Women	Promote Safe Sleep Practices among Newborns to Reduce Sleep-Related Infant Deaths	Reduce Childhood Exposure to Secondhand Smoke
Improve Pre-conception, Prenatal and Postpartum Health Care Services for Women of Childbearing Age	Address the Risks and Challenges Associated with Neonatal Abstinence Syndrome	Reduce Intentional and Unintentional Injuries among Children & Adolescents (Motor Vehicle Safety, Suicide, Substance Use)
Reduce Obesity among Women of Childbearing Age	Ensure Risk-Appropriate Care for High Risk Infants to Reduce Deaths	Reduce Obesity among Children & Adolescents

5.5.4 The Contractor shall use the Community Maternal, Infant and Child Health Profile(s) provided by the Department along with other available data to inform their conversations with families, community members, partners, and stakeholders.

5.6 The Contractor shall complete a summary of the overall process and findings that speaks to the strengths/needs of the community's MCH population, LPHA capacity, established partnerships/collaborations, and opportunities for engaging families and other stakeholders in programming efforts (e.g., advisory councils, coalitions, family/consumer partnerships, etc.). The summary shall be submitted to the MCH Services Program DNC via an electronic e-mail attachment. The summary should describe:

5.6.1 The focused local assessment methodology;

5.6.2 The data sources that were utilized to inform the assessment process;

5.6.3 The quantitative and qualitative methods that were used to assess the strengths and needs of the three population health domains, LPHA and community capacity, and partnerships/collaborations;

5.6.4 The level and extent of stakeholder involvement;

5.6.5 The strengths, weaknesses, and needs of the community's MCH population, LPHA and community capacity, established partnerships/collaborations, and opportunities for engaging families and other stakeholders in programming efforts;

5.6.6 The interface between data collection and analysis and the prioritization of the community's MCH PHIs; and

5.6.7 Identification of the selected PHI(s) that will be addressed in the FFY 2019-2021 work plan.

5.7 The Contractor shall disseminate the approved summary of the process and findings to the community stakeholders.

5.8 The Contractor shall develop a proposed FFY 2019 contract budget for using contract funds to accomplish the proposed work plan. The proposed annual contract budget shall be submitted no later than July 31st to the MCH Services Program DNC via an electronic e-mail attachment.

5.9 In addition to the targeted national, state, or local outcome measure(s), the Contractor shall identify any additional performance indicator data/measures and establish a process for tracking and monitoring progress and analyzing performance trends. Any additional performance indicator data/measures and the established process for tracking and monitoring progress and analyzing performance trends shall be reported to the MCH Services Program DNC electronically.

6. PROPOSED WORK PLAN

6.1 The Contractor shall develop and submit a proposed three-year (FFY 2019-2021) work plan to address the selected top priority health issue(s). The proposed work plan shall be submitted to the MCH Services Program DNC via an electronic e-mail attachment. The proposed work plan shall include the following:

6.1.1 Identification of the Selected Priority Health Issue(s) and targeted national, state, and/or local outcome measure(s);

6.1.2 A Statement of the Problem, including: statistical data to illustrate the scope of the priority health issue in the community, potential root causes and/or other community elements that may contribute to the problem, a discussion of social determinants of health and health inequities in the community, a discussion of existing strengths/weaknesses/gaps in access to care, the unique characteristics of the populations (i.e. income/employment status, geographic location, gender, age,

education attainment, and race/ethnicity, etc.), and anecdotal or descriptive elements that give a sense of the story behind the data;

6.1.3 Goals for addressing the stated problem (based on the targeted national, state, and/or local outcome measure(s));

6.1.4 Evidence-based strategies that will be used to address the problem;

6.1.5 System Outcome(s) and Activities at each of the six levels of the Spectrum of Prevention as follows:

a. System Outcome(s): The outcomes of the work plan shall reflect the anticipated changes in the community system after three years of effort. Outcome statements shall include evidence of accomplishment and/or an expected level of change. The outcome should be the measure that indicates the Activities in the work plan have been effective. Each System Outcome shall be defined in measurable terms. Each level of the Spectrum of Prevention shall include at least one System Outcome.

b. Activities: The Contractor shall identify activities at each level of the spectrum for each year of the work plan that lead to the System Outcome(s). Planned activities should demonstrate progressive growth toward each level's System Outcome for an improved coordinated system, and be based on strategies that are evidence-based, field-tested, or validated by expert opinion. A multifaceted range of activities should progress toward the outcomes to address the priority health issue over each year.

6.1.6 Identification of risk and protective factors that influence health disparities within families and the community through the Life Course Perspective;

6.1.7 Strategies to address the identified health inequities; and

6.1.8 Strategies to address existing weaknesses/gaps in access to care.

6.2 The Contractor shall not propose a work plan to cover an area smaller than a county in size with the exception of Joplin, Independence, Springfield, Kansas City, and St. Louis City.

6.3 The Contractor may propose a joint submission of a work plan for this contract. Refer to the Glossary for the MCH Services Contract for a definition on joint submission of a proposed work plan used within the scope of work and guidance for the contract. The glossary is posted on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein.

6.4 The Contractor shall propose a work plan to meet the following requirements:

6.4.1 The proposed work plan shall be completed in accordance with the Proposal Guidance for the MCH Services Contract. The guidance is posted on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein. The proposed work plan shall be for the three-year period of October 1, 2018 through September 30, 2021.

6.4.2 The proposed work plan shall be based on the priority health issue(s) selected by the LPHA and approved by the Department; shall utilize the Spectrum of Prevention Model; and shall show progressive growth toward an improved coordinated system and be based on interventions that are evidence-based, field-tested, or validated by expert opinion.

6.4.3 The work plan component shall be submitted to the Department's MCH Services Program for approval on the program provided template. The template for the MCH Services Contract Work Plan, is available on the Center for Local Public Health Services web page at http://clphs.health.mo.gov/lphs/lphainfo.php and is incorporated by reference as if fully set forth herein. The proposed work plan shall be submitted electronically via an e-mail attachment to the MCH Services Program DNC.

a. The MCH Services Program DNC will review, provide technical assistance on the content, approve the proposed work plan, and forward to the Department's MCH Services Program Manager and Health Program Representative.

6.5 If the Contractor desires to make changes to the approved work plan before the end of the contract year, the Contractor shall submit the proposed revised work plan to the MCH Services Program via an electronic email attachment.

6.6 The Department reserves the right to clarify or verify any component of the proposed three-year work plan.

6.7 The Contractor shall disseminate the final, approved work plan to the community stakeholders.

7. REPORTS

7.1 The Contractor shall submit reports using the forms and/or formats provided by the MCH Services Program when available. Reports shall be submitted to the MCH Services Program DNC via an electronic email attachment.

7.2 The Contractor shall complete and submit the Year-End Report no later than October 31st, following the year in which services were provided. The Year-End Report shall include the following:

7.2.1 Summary of activities provided to fulfill the purpose of the MCH Services contract.

7.2.2 Description of challenges/barriers in meeting the contract deliverables and fulfilling the purpose of the MCH Services contract as stated herein.

7.2.3 Annual MCH Services Program financial report on the use of contract funding to meet the contract deliverables and, as applicable, the use of contract funding to address other maternal and child health issues.

7.2.4 Compliance with the contract funding and general contract provisions.

7.2.5 Local match funding amounts on health activities for the maternal and child health population or an entry to indicate decision not to report.

7.2.6 Tangible personal property documenting any equipment purchased with MCH contract funding, defined as any single item that has a useful life of more than one year and has a purchase price that exceeds $5,000.

7.3 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, 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.

7.4 The Contractor at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require partner-level access to the Department's Missouri Public Health Information Management System (MOPHIMS). The Contractor shall perform verification and updates with the MOPHIMS Program Security Officer at Division of Community and Public Health, Bureau of Health Care Analysis and Data Dissemination.

7.5 The Department reserves the right to make changes on any Department supplied contract reporting forms and formats without the need for a contract amendment. The Department will notify the Contractor of all reporting form changes and provide the Contractor with the new forms.

8. BUDGET AND ALLOWABLE COSTS

8.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the following budget categories: Personnel Services, Fringe Benefits, Travel, Supplies, Equipment, Rental and Leases, Other, and Indirect Costs.

8.2 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.

8.3 Indirect costs

8.3.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

8.3.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.68.

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

8.3.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

8.4 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

8.5 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's internal policy, whichever is lower.

8.5.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.

8.5.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: http://www.gsa.gov.

8.6 The Contractor shall follow competitive procurement practices.

8.7 The Department shall in all cases be utilized as "payor of last resort" which means that payment under this contract may be available only after the Contractor has demonstrated that all other payment sources, including but not limited to insurance coverage and/or government assistance programs, have been exhausted.

Documentation of such shall be maintained in client files to be available for contract monitoring purposes.

8.8 Funding Provisions

8.8.1 Funding for this contract is provided by federal grant dollars from the Maternal and Child Health Services Title V Block Grant issued to the State of Missouri from the United States (U.S.) Health Resources and Services Administration (HRSA) and the U.S. Department of Health and Human Services (HHS).

8.8.2 Funding for this contract is awarded annually for a one-year funding period only.

8.8.3 Funding for this contract shall be expended during the applicable contract period.

8.8.4 Funding for this contract shall be used to expand or enhance activities that improve the health of the maternal and child health population, and to address local maternal and child health issues.

8.8.5 Funding for this contract shall not be used for cash payments to intended recipients of maternal and child health services or for purchase of land, buildings, or major medical equipment.

8.8.6 Funding for this contract shall not be expended for the purpose of performing, assisting, or encouraging abortion, and none of these funds shall be expended to directly, or indirectly, subsidize abortion services.

8.8.7 Funding for this contract shall not be expended for the purpose of providing comprehensive family planning services.

8.8.8 Individuals with income falling below one hundred percent (100%) of the federal poverty guidelines shall not be charged for services under this contract. Poverty Guidelines are published annually by the U.S. HHS.

8.8.9 The Contractor agrees that funds provided by the Department shall not be used in any manner to replace or supplant state or federal funds for any service included in this contract. No contract provisions preclude the Contractor from being a Medicaid provider. Contractors shall not use contract funding for services reimbursed under Medicaid.

9. INVOICING AND PAYMENT

9.1 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.

9.1.1 A copy of the Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at: https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.

9.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

9.2 The Contractor shall invoice the Department on the Vendor Request for Payment form and the Invoicing Tool form; which can be found at http://clphs.health.mo.gov/lphs/lphainfo.php. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

9.2.1 The Contractor shall indicate the invoice number for each invoice submitted to the Department for payment in the following format: MCHmmyy. For example, an invoice submitted to the Department for the month of October 2017 should have the following invoice number: MCH1017.

9.3 The Contractor shall submit a Vendor Request for Payment Form and the Invoicing Tool for Calculating Indirect monthly. The Vendor Request for Payment Form and the Invoicing Tool for Calculating Indirect shall be due by the fifteenth (15th) day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

9.3.1 The Contractor shall submit the Vendor Request for Payment Form as follows:

Via email to:

mchservicesProgram@health.mo.gov

OR by mail to:

Missouri Department of Health and Senior Services
Division of Community and Public Health
Center for Local Public Health Services
MCH Services Program
P.O. Box 570
Jefferson City, MO 65102-0570

OR by fax to:

573-751-5350

9.3.2 The Contractor shall submit the Invoicing Tool for Calculating Indirect as follows:

Via email to:

mchservicesProgram@health.mo.gov

9.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.

9.5 The Contractor shall submit the final invoice within fifteen (15) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.9.1 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

9.10 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.

9.11 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

10. AMENDMENTS

10.1 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.

10.2 If the Contractor desires to amend the contract, the proposed amendment request is to be submitted via an e-mail to the MCH Services Program DNC.

10.3 The Contractor's proposed amendment request shall include the following:

10.3.1 An amendment request letter including the reason(s) for the proposed change(s) and an effective date for this change to begin. This request shall be submitted on dated agency letterhead, and include an original or legal electronic signature of authorization.

10.4 The Department will review, provide technical assistance and consultation, and request any clarification or changes to the Contractor's proposed amendment request.

10.5 The Contractor's proposed amendment request may be approved, modified, or rejected by the Department.

10.6 The Department reserves the right to clarify, amend, modify, or verify any component of the contract at any time within the contract period.

11. MONITORING

11.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

11.2 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.

11.3 The Department reserves the right to monitor the Contractor through on-site visits during the contract period at a minimum of once per year to ensure contractual compliance. The focus of the on-site visit is consultation and technical assistance to assist the Contractor in acquiring the resources and expertise necessary to meet the contract deliverables and outcomes and prepare for implementation of the FFY 2019-2021 MCH Services contract work plan.

11.3.1 The on-site visit will include:

a. Monitoring the Contractor's compliance with the terms of the contract.

b. Verifying the Contractor's progress toward meeting the contract deliverables and outcomes, and

c. Assessing local capacity to support the MCH Ten Essential Services.

11.4 The Department reserves the right to conduct desk monitoring of the contract through reviews on required deliverables submitted during the contract period to ensure contractual compliance.

11.5 The Contractor will be evaluated on the extent of progress toward meeting the contract deliverables and outcomes.

11.6 The Department reserves the right to request corrective action if measurable progress is not being made toward meeting the contract deliverables and outcomes. The Contractor will receive written notification of such corrective action plan requests.

11.7 The Department reserves the right to request an audit performed in accordance with generally accepted auditing standards at the expense of the Contractor at any time contract monitoring reveals such an audit is warranted.

12. DOCUMENT RETENTION

12.1 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.

12.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

12.3 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.

12.4 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.

12.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

13. CONFIDENTIALITY

13.1 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.

13.2 The Contractor shall use information from MOPHIMS for programmatic purposes and ensure that information is appropriately protected to ensure confidentiality.

13.3 The Contractor shall comply with provisions of Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

14. LIABILITY

14.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

14.2 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.

14.3 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.

15. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

15.1 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.

15.2 The Contractor shall include the below language when issuing statements, press releases, requests for proposals, bid solicitations, and other Health Resources and Services Administration (HRSA) supported publications and forums describing projects or programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA-supported publications include, but are not limited to manuals, toolkits, resource guides, case studies and issues briefs.

15.2.1 This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (*specify grant number, title, subaward amount and percentage financed with nongovernmental sources*). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.

15.3 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.

16. AUTHORIZED PERSONNEL

16.1 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.

16.2 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.

16.3 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 is 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.

16.4 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:

16.4.1 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

16.4.2 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

16.4.3 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.

16.5 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.

17. TERMINATION

17.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

17.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

17.1.2 A change in federal or state law relevant to this contract occurs; or

17.1.3 A material change of the parties to the contract occurs; or

17.1.4 By request of the Contractor.

17.2 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.

17.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

17.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

17.3 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.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations.

CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

CERTIFICATIONS AND SPECIAL PROVISIONS

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) which prohibit discrimination on the basis of disabilities;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

CERTIFICATIONS AND SPECIAL PROVISIONS

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a Contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at http://health.mo.gov/contractorresources/nga for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within six months of notification by the Department to return such funds.

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

SUBRECIPIENT SPECIAL CONDITIONS

1.12 Equipment

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

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)		4. Contractor Identifying Number (optional)
	From:	To:	

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 (if required by the contract):

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 (MM/DD/YY)

MO 580-3091 (07-17)

1. Business Associate Provisions

1.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

1.1.1 The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.

c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.

d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.

e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (i) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

- (ii) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.

k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.

l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

1.1.2 The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

1.1.3 The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

1.1.4 The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:

1.2.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.

1.2.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

1.2.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

1.2.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.

1.2.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

1.2.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

1.2.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.

1.2.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.

1.3 Obligations and Activities of the Contractor:

1.3.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

1.3.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

1.3.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

1.3.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

1.3.5 By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

1.3.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.

1.3.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

1.3.8 At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

1.3.9 The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

1.3.10 The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

1.3.11 The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

1.3.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

b. The electronic address of any individual who has specified a preference of contact by electronic mail;

c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or

disability code) and whether the incident involved Unsecured Protected Health Information; and

e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

1.3.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

1.3.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

1.3.15 If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

1.3.16 The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

1.4 Obligations of the State Agency:

1.4.1 The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.

1.4.2 The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

1.4.3 The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.

1.4.4 The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

1.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

1.5.1 In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

1.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.uscis.gov/e-verify.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Maternal Child Health Services (Contract Name) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Company Name (if applicable) Date

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.uscis.gov/e-verify; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

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

STATE OF MISSOURI
DEPARMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

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 #	44883	**State:** 0%	$0.00	**Federal:** 100%	$32,405.40
Contract Title:	MATERNAL CHILD HEALTH SERVICES				
Contract Start:	10/1/2017	**Contract End:**	9/30/2018	**Amend#:** 00	**Contract #:**
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA: 93.994	**Research and Development:** N		
CFDA Name:	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES		
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION		
Federal Award:	*		
Federal Award Name:	*		
Federal Award Year:	2018	**DHSS #:** HRSA-18-022	**Federal Obligation:** $32,405.40

*** The Department will provide this information when it becomes available.**

Project Description:

The purpose of this contract is to support a leadership role for local puplic health agencies within coalitions and partnerships at the local level to build Maternal Child Health systems and expand the resources those systems can use to respond to priority health issues.

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: OCTOBER 16, 2017

ITEM: COUNCIL BILL NO. 2017-517
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

Department Head: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill amends the adopted 2016-2017 Budget of the City of Joplin.

DISCUSSION:
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is the explanation for the items in Schedule A:

- Amending various departments for utilities, such as telephone charges, copy services, electric charges, gas charges, water charges, wastewater charges and postage charges.
- Amending the TIF transfer fees to recognize actual tax collections in the various TIF districts.
- Amending the Parks budget for FEMA repairs made following the flood in 2016. Also, amending the Streets budget for the FEMA infrastructure repairs made in conjunction with the CDBG-DR infrastructure work as the result of the tornado that struck our community on May 22, 2011.
- Amending engineering transfer fees to recognize engineering work related to actual contracts that have occurred during the fiscal year.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $5,000.00 and increases expenditures by $1,469,210.00.

This is a budget amendment based on ***expected*** expenditures for the year. However, expenditures for the fiscal year will continue through December, while revenue accruals will also continue to be booked through this same time period. This is not a projection of ending fund balance in the various funds, but merely budgeted expenditures compared to actual expenditures to ensure compliance with the charter. The actual increase or decrease to the various fund balances will not be known until the accrual entries are completed for the annual audit.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2017-517 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2016-177 on October 17, 2016, which estimated revenues and appropriated funds for the fiscal year 2016-2017, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That fiscal year 2016-2017 budgeted appropriations as adopted by Ordinance 2016-177 be amended by increasing revenues by the total amount of Five Thousand Dollars and No Cents ($5,000.00) and by amending appropriations by the total amount of One Million Four Hundred Sixty-Nine Thousand Two Hundred Ten Dollars and No Cents ($1,469,210.00) for the purposes and amounts as shown in Schedule A attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in revenues and increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2017, by a _____vote.

_____
Mayor, Michael L. Seibert

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2016-2017 ADOPTED BUDGET
9-Oct-17

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	City Council	001-0101-500-3205	Postage	$		1,200
	City Council	001-0101-500-7135	Flower Purchases			400
	Human Resources	001-1202-500-3015	Telephone Charges			400
	Human Resources	001-1202-500-7015	Advertising			10,000
	Building Regulations	001-1506-570-6115	Educational Materials			750
	Building Regulations	001-1506-570-7131	Merchant Card Service			800
	Finance	001-2003-500-3015	Telephone Charges			300
	Finance	001-2003-500-5265	Maintenance Contracts			3,600
	Finance	001-2003-500-7010	Copy Services			7,000
	Finance	001-2003-500-7130	Bank Charges			10,000
	IT	001-2501-500-1530	Standby Pay			25,000
	IT	001-2501-500-2110	Computer Software			5,000
	IT	001-2501-500-7010	Copy Services			500
	PW City Hall Maintenance	001-4504-520-3010	Gas Charges			2,500
	Police Patrol	001-5502-510-3015	Telephone Charges			2,000
	Police Investigations	001-5503-510-3015	Telephone Charges			1,000
	Police Jail Services	001-5507-510-4210	Central Garage Repairs			1,500
	Police Jail Services	001-5507-510-5096	Calling Card Program			1,000
	Police Jail Services	001-5507-510-5175	Commissary Products			2,000
	Police Jail Services	001-5507-510-7010	Copy Services			1,800
	Police Special Services	001-5508-510-3010	Gas Charges			700
	Police PS Tax	001-5575-510-3015	Telephone Charges			6,000
	Fire Administration	001-6001-510-7010	Copy Services			1,500
	Fire Operations	001-6002-510-3005	Electric Charges			6,200
	Fire Hydrants	001-6006-510-4125	General Equipment Repairs			3,000
	Fire PS Tax	001-6075-510-8005	Building Acquisition			60,000
	Cemetery	001-6540-560-3115	Fuel, Oil & Diesel			2,100
	Emergency Management	001-7002-510-3015	Telephone Charges			600
	Neighborhood Improvement	001-8001-520-1010	Regular Wages			33,000
	TIF Transfer	001-9003-500-9805	TIF Transfer			250,000
	Total General Fund			$	-	439,850
110	Health Fund					
	Health Environmental	110-3503-550-2605	Chemical & Lab Supplies	$		2,000
	Health Medical Services	110-3504-550-7140	Insurance Premiums			2,500
	Health Animal Control	110-3505-550-3005	Electric Charges			200
	Health Animal Control	110-3505-550-3020	Water Charges			275
	Health Animal Control	110-3505-550-3030	Wastewater Charges			285
	Total Health Fund			$	-	5,260
115	Parks Fund					
	Parks Administration	115-6501-560-3015	Telephone Charges	$		500
	Parks Administration	115-6501-560-7010	Copy Services			1,000
	Parks Memorial Hall	115-6513-560-2210	Resale Concession			5,000
	Parks Memorial Hall	115-6513-560-3115	Fuel, Oil & Diesel			1,500
	Parks Athletic Complex	115-6516-560-7010	Copy Services			2,000
	Parks Stadium Maintenance	115-6530-560-2210	Resale Concession			17,500
	Parks Stadium Maintenance	115-6530-560-8105	Land Acquisition			26,300

	Parks Grounds Maintenance	115-6532-560-3005	Electric Charges			10,000
	Parks Grounds Maintenance	115-6532-560-3020	Water Charges			2,000
	Parks Grounds Maintenance	115-6532-560-3030	Wastewater Charges			3,300
	Parks Grounds Maintenance	115-6532-560-3035	Sanitation Charges			7,500
	Parks Grounds Maintenance	115-6532-560-5090	FEMA Cleanup Charges			19,000
	Total Parks Fund			$	-	95,600
140	TST Fund					
	Street Maintenance	140-4520-530-5090	FEMA Cleanup Costs	$		50,000
	Street Maintenance	140-4520-530-9699	Engineering Fee Transfer			150,000
	Paratransit System	140-5002-530-7010	Copy Services			1,300
	TIF Transfer	140-9003-530-9805	TIF Transfer			50,000
	Total TST Fund			$	-	251,300
145	Capital Improvement Sales Tax Fund					
	Capital Improve Projects	145-4565-520-9699	Engineering Fee Transfer	$		300,000
	Transfers	145-9003-520-9805	TIF Transfer			40,000
	Total Capital Improvement Sales Tax Fund			$	-	340,000
205	Debt Service Fund					
	City Hall Acquisition	205-8703-500-7310	Bond Agent Costs	$		2,000
	Total Debt Service Fund			$	-	2,000
405	Airport Fund					
	Regional Airport	405-5004-520-7010	Copy Services	$		1,000
	Regional Airport	405-5004-520-7066	Air Service Grant			2,800
	Total Airport Fund			$	-	3,800
410	Golf Course Fund					
	Golf Administration	410-6520-560-7010	Copy Services	$		600
	Golf Administration	410-6520-560-7131	Merchant Card Service Fee			4,300
	Golf Administration	410-6520-560-7205	Resale Inventory			14,000
	Total Golf Course Fund			$	-	18,900
415	Sanitary Sewer Fund					
	2011 Bond Issue	415-2011-500-7110	Interest Expense	$		100,000
	Sewer Treatment	415-4541-540-2050	Operational Supplies			25,000
	Sewer Treatment	415-4541-540-2605	Chemical & Lab Supplies			5,000
	Sewer Treatment	415-4541-540-4115	Other Property Repairs			30,000
	Sewer Treatment	415-4541-540-4210	Central Garage Repairs			10,000
	Sewer Treatment	415-4541-540-5015	Legal Fees			10,000
	Sewer Treatment	415-4541-540-7030	Fees & Permits			26,000
	Sewer Maintenance	415-4542-540-4116	Sewer Repairs			30,000
	Total Sewer Fund			$	-	236,000
505	Central Garage Fund					
	Central Garage	505-0000-440-0706	Fuel Sold-Outside Agency	$	5,000	
	Central Garage	505-4570-520-3115	Fuel, Oil & Diesel			10,000
	Central Garage	505-4570-520-3116	Outside Agency Fuel			5,000
	Central Garage	505-4570-520-7225	Cost of Parts & Materials			56,000
	Total Central Garage Fund			$	5,000	71,000
520	Emergency Communications Fund					

Dispatch Services	520-8502-510-5265	Maintenance Contracts	$		3,500
Dispatch Services	520-8502-510-7010	Copy Services			2,000
Total Emergency Communications Fund			$	-	5,500
Grand Total			$	5,000	1,469,210

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: OCTOBER 16, 2017

ITEM: COUNCIL BILL NO. 2017-518

ATTACHMENTS: ANTHEM BCBS CONTRACT FOR STOP LOSS AND ADMINISTRATIVE SERVICES

Finance Director: Leslie Haase
Human Resource Director: Dave Allgood
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:

This Council Bill approves an annual contract for 2018 with Anthem BCBS to provide stop loss coverage and administrative services for the City's health self-insurance coverage.

DISCUSSION:

In 2015, the City let a bid for dental, vision, life and health insurance services for a five-year period. Anthem BCBS provided the lowest and best bid for stop loss coverage and third-party administrative services. The price for these services is negotiated in the following years, based on the city's actual claims. Also, after an evaluation of the annual large claims incurred, it was determined that the current stop loss coverage of $150,000 per claim is still the appropriate level of protection.

Anthem submitted an increase of 9% in the stop loss fee per employee per month. The single fee will increase from $36.91 to $40.24, while the family fee will increase from $118.15 to $128.82 per employee per month. The annual premium will be approximately $531,000, which is an increase of $44,000. Anthem proposed no change in the administrative fee. The rate will remain at $41.10 per employee per month. The annual premium will be approximately $252,000.

As a result of actual claims costs and administrative fees, the premium cost increase for 2018 is 1.2%. Since the City returned to self-insured coverage, the eight-year trend is 6.3%. During this same eight-year time period, the national trend increase for health insurance costs has been 7.4%. Claims costs are a function of both utilization and prices. The Joplin Health Nuts continues to work with city employees to decrease utilization and become better "consumers" of health products, in order to try to stay below national trends for health insurance increases.

The City provides single health insurance to employees. The monthly premium will increase from $466.82 to $472.32, or $5.50 per employee per month. For family coverage, the City covers 75% and the employee is responsible for 25% of the monthly premium, as well as usage costs set forth in the plan design. The City's monthly premium for family coverage will increase from $980.36 to $991.88, or $11.52 per employee per month. The employee's monthly premium for family coverage will

increase from $326.78 to $330.64, or $3.86. There will be no changes to vision or life insurance premiums or carriers due to multiple year contracts awarded from the bid process.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2017-518 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Anthem BCBS to provide stop loss coverage and administrative services for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That a Contract by and between the City of Joplin and Anthem BCBS to provide stop loss coverage and administrative services for the City's health self-insurance coverage on behalf of the employer, the City of Joplin, is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with the continuation of benefits for employees, and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2017, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit "A"

Anthem BlueCross BlueShield

SELF INSURED RENEWAL PROPOSAL

GROUP NAME: **City of Joplin**

DATE: 9/12/2017

ACCOUNT SUMMARY

MARKETING REP:	Broz, Alvina
BROKER COMMISSIONS:	0.00% LEVEL
CONTRACT YEAR:	01/01/2018 THRU 12/31/2018
CURRENT CONTRACTS:	512
CURRENT MEMBERS:	1,230
TYPE OF FUNDING:	ASO WITH STOP LOSS
SIC CODE:	9111

Anthem BlueCross BlueShield

SELF INSURED ACCOUNT INFORMATION

Group Name:	City of Joplin
Effective Date:	01/01/2018 THRU 12/31/2018
SIC Code:	9111
Proposed PBM:	Anthem (ESI)

Current Account Information

Current Funding Method:	ASO WITH STOP LOSS
Current Carrier or TPA:	0
If Current Anthem; Original Effective Date:	1/1/2011

Requested Specific Stop Loss Coverage

Specific Stop Loss Level:	$150,000
Lifetime Maximum:	Unlimited
Annual Maximum:	Unlimited

Coverages under Specific Stop Loss

Medical:	Yes
Rx:	Yes
Dental:	No
Vision:	No
Contract Basis:	Paid

Requested Aggregate Stop Loss Coverage

Coverages under Aggregate Stop Loss

Medical:	No
Rx:	No
Dental:	No
Vision:	No
Annual Maximum:	
Contract Basis:	
Margin:	

Anthem BlueCross BlueShield

SELF INSURED RATES INFORMATION

Group Name:	City of Joplin
Effective Date:	01/01/2018 THRU 12/31/2018
Employees:	512
Members:	1,230
Specific Stop Loss Level:	$150,000

COMPOSITE RATES

	Current	Renewal	% Change
Administration Fees *	$41.10	$41.10	0.0%
Brokers Commissions	$0.00	$0.00	-
Bluecard Fees	$0.00	See Note Below	-
Specific Stoploss	$79.28	$86.44	9.0%
Total Fixed Costs	**$120.38**	**$127.54**	**5.9%**

** Admin fee Includes $5000 Wellness fund*

-

TIERED RATES

Enrollment	512	245	45	31	191
	Composite	EE	ES	EC	FAM
Administration Fees	$41.10	$41.10	$41.10	$41.10	$41.10
Brokers Commissions	$0.00				
Bluecard Fees	See Note Below				
Specific Stoploss	$86.44	$40.24	$128.82	$128.82	$128.82
Total Fixed Costs	**$127.54**	**$81.34**	**$169.92**	**$169.92**	**$169.92**

ANNUALIZED TOTAL COSTS

	Current	Renewal	% Change
Administration Fees	$252,518	$252,518	0.0%
Brokers Commissions	$0	$0	-
Bluecard Fees	$0	See Note Below	-
Specific Stoploss	$487,068	$531,065	9.0%
Total Fixed Costs	**$739,586**	**$783,583**	**5.9%**

***BlueCard Fees are billed as claim as they are presented; BlueCard Fees are not covered under the Aggregate or Specific Stop Loss.

City of Joplin
Group Authorized Signature

Your Summary of Benefits

Anthem BlueCross BlueShield

City of Joplin
Blue Preferred ® Select
Effective 01/01/2018

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	$500/$1,000	$1,000/$2,000
Out-of-Pocket Limit (Single/Family)	$1,500/$3,000	$4,500/$9,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: o allergy injections (PCP and SCP) o allergy testing o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds, o Pharmaceutical products	$25/$25 $5 No cost share 20% No Cost Share	40% 40% 40% 40% 40%
Preventive Care Services Services included but not limited to: o Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations[1], Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening o Immunizations through age 5	No copayment/coinsurance No cost share	40% No cost share
Emergency and Urgent Care Emergency Room Services o facility/other covered services (copayment waived if admitted) Urgent Care Center Services o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds, and pharmaceutical products o Allergy injections o Allergy testing	$150 $50 NCS $5 No cost share	$150 40% 40% 40% 40%
Inpatient and Outpatient Professional Services Include but are not limited to: o Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	20%	40%
Blue 8.0 500 Series		

Anthem Blue Cross and Blue Shield is the trade name for RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. Independent licensees of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Inpatient Facility Services Unlimited days except for: o 60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) o 90 days Network/Non-Network combined for skilled nursing facility	20%	40%
Outpatient Surgery Hospital/Alternative Care Facility o Surgery and administration of general anesthesia	20%	40%
Other Outpatient Services (including but not limited to): o Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. o Home Care Services 90 visits (excludes IV Therapy) (Network/Non-Network combined) o Durable Medical Equipment, Orthotics and Prosthetics o Physical Medicine Therapy Day Rehabilitation programs o Hospice Care o Ambulance Services	20% 20% 20%	40% 40% 20%
Outpatient Therapy Services **(Combined Network & Non-Network limits apply)** o Physician Home and Office Visits (PCP/SCP) o Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: o Physical/Manipulation therapy excluding Chiropractic Services: 60 visits o Occupational therapy: 60 visits o Chiropractic Services: 26 visits(Network only) o Speech therapy: Unlimited visits o Cardiac Rehabilitation: Unlimited o Pulmonary Rehabilitation: Unlimited	 $25/$25 20%	 40% 40%
Accidental Dental Services $3,000 per accident (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	40%

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Behavioral Health Services[2]: **Mental Health and Substance Abuse** **(Network and Non-Network)** o Inpatient Facility Services o Physician Home and Office Visits (PCP/SCP) o Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	Benefits provided in accordance with Federal Mental Health Parity	40%
Human Organ and Tissue Transplants[3] o Acquisition and transplant procedures, harvest and storage.	No cost share	30%
Prescription Drugs **Network Tier structure equals 1/2/3 (and 4, if applicable)** o **Network Retail Pharmacies:** (30-day supply) Includes diabetic test strip o **Anthem Rx Home Delivery Service:** (90-day supply) Includes diabetic test strip Member may be responsible for additional cost when not selecting the available generic drug. Members have additional cost with retail supply greater than 30 days. Medicare Rx - Wrap **Specialty Medications** must be obtained via our Specialty Pharmacy network in order to receive network level benefits. Specialty medications are limited to 30 day supply regardless of whether they are retail or mail order.	\$10/\$30/\$50 \$25/\$75/\$125 RX has a separate Out of Pocket Maximum \$5,100/\$10,200 This includes all pharmacy charges	40%[5] Not covered RX has a separate Out of Pocket Maximum \$10,200/\$20,400 This includes all pharmacy charges

Notes:

- All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services)
- Deductible(s) apply to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment and a percentage (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies.
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- Physical Therapy and Occupational Therapy will take the PCP cost share when performed in the office visit setting.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Live Health Online (LHO) is covered at the PCP costshare.

Your Summary of Benefits

- Certain diabetic and asthmatic supplies, except diabetic test strips, have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies.
- Benefit period = calendar year
- Elective abortions are not covered.
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year and 164 visits/lifetime

1. These covered services for age 6 and above are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit
2. We encourage you to review the Schedule of Benefits for limitations. .
3. Kidney and cornea are treated the same as any other illness and subject to the medical benefits.
4. Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Precertification:
Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: NONE

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Anthem BlueCross BlueShield

SELF INSURED BENEFIT PAGE

Group Name: City of Joplin
Effective Date: 01/01/2018 THRU 12/31/2018
SIC Code: 9111

Option #	1										
Option Label	PPO										
Lumenos Plan	NO										
RX Formulary	National										
Network	Blue Preferred Select										
Plan Design Summary	**In Network**	**Out of Network**	**In Network**	**Out of Network**	**In Network**	**Out of Network**	**In Network**	**Out of Network**	**In Network**	**Out of Network**
Deductible										
Individual	$500	$1,000								
Family	$1,000	$2,000								
Coinsurance	80%	60%								
Out of Pocket Maximum										
Individual	$1,500	$4,500								
Family	$3,000	$9,000								
Copays										
Primary Care Physician	$25	ded/coin								
Specialist Physician	$25	ded/coin								
Urgent Care	$50	ded/coin								
Emergency Room	$150	$150								
Inpatient Hospital	ded/coin	ded/coin	OPTION NOT AVAILABLE		OPTION NOT AVAILABLE		OPTION NOT AVAILABLE		OPTION NOT AVAILABLE	
Outpatient Surgery	ded/coin	ded/coin								
Prescription Drugs										
Rx Deductible	N/A	N/A								
Retail										
Tier 1	$10	50% (min $60)								
Tier 2	$30	50% (min $60)								
Tier 3	$50	50% (min $60)								
Mail Order										
Tier 1	$25	Not Covered								
Tier 2	$75	Not Covered								
Tier 3	$125	Not Covered								

SELF INSURED ASSUMPTIONS AND CONDITIONS (With StopLoss)

This contract will be issued in Missouri.

The proposed services, rates and fees are effective from 01/01/2018 THRU 12/31/2018.

Our quote assumes that 512 employees will be enrolling for medical coverage, with an average member to employee ratio of 2.40.

Anthem Blue Cross and Blue Shield reserves the right to revise this proposal or modify these rates under any of the following circumstances:

- Due to any taxes, fees and assessments prescribed by any statutory, regulatory or other legal authority, that in Anthem Blue Cross and Blue Shield's discretion, invalidates this quote.
- Should the employer implement benefit changes that result in substantial changes in the service or networks, as determined by Anthem/Blue Cross and Blue Shield.
- Change in nature of Employer's business.
- Should the total enrollment or enrollment distribution by membership type, product or location change by 10% or more from that assumed when preparing the pricing for this package.
- If legislative and/or regulatory changes or mandates materially impact the stop loss policy or the Employer's plan documents. Plan documents shall include the documents that set forth the terms of the plan.
- Changes in proposal terms, conditions, services or product from this quotation.

Anthem Blue Cross and Blue Shield's proposal assumes claims incurred prior to the initial effective date are not included unless specifically noted.

The proposal assumes the same enrollment for Medical/Rx and is subject to Anthem's enrollment assumptions.

Caveats

This renewal proposal expires 90 days from the date of its release or on the effective date shown above, whichever is sooner.

Under the Specific Paid option, the accumulation for stoploss will be incurred 01/01/2011 thru 12/31/2018, and paid 01/01/2018 thru 12/31/2018.

The annual specific attachment for specific point is per member per contract period.

The specific maximum liability for any individual will be UNLIMITED.

The renewal notification will be provided no sooner than 120 days prior to the renewal effective date.

Proposed rates are payable by the invoice due date.

Proposed specific stop loss rates assume that the employer will continue its current level of contributions.

Proposed specific stop loss rates assume that 100% of eligible employees and dependents will participate if noncontributory and 75% will participate if the plan is contributory of those not electing the plan offered by City of Joplin.

Specific Stop Loss Attachment points include paid Medical/Rx claims.

Stop Loss protection must be purchased in conjunction with our Administrative Services proposal

No change in benefits provided by the group's employee benefit program shall be covered by the stop loss agreement nor shall any amounts paid as benefits resulting from such a change be counted towards the satisfaction of the attachment point. This limitation may be waived if a written acceptance of such a change is issued by the carrier.

Only those coverage's quoted and which are eligible under the group's employee benefit program are eligible under this stop loss program.

An eligible employee is defined as an active, permanent employee who works for pay or profit at least 30 hours per week, 50 weeks per year as of the effective date and who completes the group imposed waiting period.

Anthem/Blue Cross and Blue Shield requires that City of Joplin contributes a minimum of 50% of the employee premium for all active and retired employees enrolled in the group health plan.

Specific Stop loss claims above the selected specific stop loss deductible limit will NOT count towards satisfaction of the aggregate attachment point.

Please refer to our specimen ASO and Stop Loss Agreements for complete details.

This proposal assumes that:

- Anthem/Blue Cross and Blue Shield will be the only carrier offered.
- Fees quoted include commissions of 0.00% LEVEL.
- If City of Joplin is delinquent in payment for the weekly claims billing, Anthem Blue Cross and Blue Shield will not process further claims until the account is brought current. This applies to both the active period and the 12-month period following termination.
- The health benefit plan(s) reflected in this proposal is (are) considered to be grandfathered under the provisions of the health care reform law.
- Please be aware that changing your benefit plan, employer premium contribution approach or insurance carrier will, in most situations, cause your plan offering to no longer be considered grandfathered. In these instances, you will then be required to implement additional provisions of the Affordable Care Act.

The health benefit plan(s) reflected in this proposal is not considered to be grandfathered under the provisions of the Patient Protection and Affordable Care Act. Non-grandfathered plans are subject to additional provisions under the Patient Protection and Affordable Care Act that do not apply to grandfathered plans. For further information, please contact your account representative.

ASO fees and stop loss premiums will be invoiced on the first full week of the month and due within three business days. Claims are billed weekly.

The following BlueCard fees will be included on the ASO invoice OR in the paid claims amount: The Access Fee is charged at a percentage no greater than 4.30% of the discount/differential subject to a maximum of $2,000 per claim. The AEA Fee is $5.00 per professional provider claim and $11.00 per institutional claim. Occasionally, Anthem and a Host Blue may contract for a lower fee by combining the Access Fee and the AEA fee. For a complete description of these fees, please consult your ASO Agreement.

If this proposal is not accepted in writing within 90 days from its issuance, it is null and void.

A change in the contract period will require a recalculation of fees.

Stop Loss rates are ILLUSTRATIVE due to the gap in the experience period and effective date of coverage. We will provide a firm quote, after reviewing claims paid by month with contracts by month as well as large claims detail at a member level (current status, diagnosis, and prognosis) to within four (4) months of the contract effective date.

Section 1341 of the Affordable Care Act (ACA or health care reform law) provides that a transitional reinsurance program be established in each State to help stabilize premiums for coverage in the individual market during the years 2014 through 2016. This quote or renewal does not include the ACA Reinsurance Fees, since it is assumed that the employer will remit payment to HHS directly.

Please note: For groups effective 1/1/2014 and after, we do not know at this time if additional guidance and clarification from the US Department of Health and Human Services will require additional changes to rates and benefits. For clarification purposes:

- IRS has jurisdiction over the Insurer Fee, while HHS has jurisdiction over Reinsurance Fee.
- Rates and benefits for most large groups are likely to change. Further communication will be sent as soon as additional information becomes available.

Under final rules issued by EEOC Under the Americans with Disabilities Act and the Genetic Information Nondiscrimination Act, wellness incentives are subject to certain limits in some situations. Incentive limits may also apply Under the Affordable Care Act. Employers are responsible for taking steps to comply with all legally-required Incentive limits. Please consult your attorneys or advisors for additional Information as needed.

A fee shall be charged for Anthem's oversight of Enhanced Personal Health Care with Providers or Vendors. Such fee shall be 25% of the per attributed Member Per Month amount charged to Employer for the Provider performance bonus portion of the Enhanced Personal Health Care program.

The Mental Health Parity and Addiction Equity Act of 2008 ("MHPAEA") requires that group health plan and group health insurers apply the same treatment and financial limits to mental health and substance abuse disorder benefits as they do to medical surgical limits. Anthem standard processes have been reviewed to comply with non-quantitative treatment limits. Plan sponsors are responsible for ensuring that their plan designs are compliant with all applicable federal laws governing plan design, including MHPAEA.

Since Anthem is neither a Hawaii authorized insurer nor a Hawaii Health Care Contractor, our benefits may not match the requirements of the Prepaid Health Care Act. We recommend that you obtain direct quotes for either an individual policy for employees who live and work in Hawaii or if there are several employees within an employer group to obtain group coverage from a Hawaii authorized insurer. This would ensure that all the state requirements are met.

Anthem BlueCross BlueShield

Description of Anthem's Enhanced Personal Health Care Programs[1]

At Anthem Blue Cross and Blue Shield ("Anthem"), we believe that our health connects us all. We focus on developing long-term relationships that unite the siloes of healthcare—strengthening the bonds between patients and doctors, primary care providers, specialists, and hospitals —enabling seamless delivery of the right care at the right time.

We are committed to connecting our members to patient-centered care. What makes us unique is our approach to supporting delivery system transformation. Anthem incents providers through value-based payment and couples these incentives with a robust support system designed to assist practices in their transformation to patient-centered care.

Although there is growing broad-based support for a patient-centered care model, we understand that this shift will not happen spontaneously. Rather, it requires a concerted effort and active support from all key stakeholders in the delivery system to create an environment conducive for change. This includes:

- A redesign of current payment models to align financial incentives and to provide compensation for important clinical interventions that occur outside of a traditional patient encounter;
- Support for risk-stratified care management;
- Sharing meaningful information regarding patients that goes beyond the information captured in the physicians' medical record; and
- Providing physicians with the knowledge, information and tools they need to leverage the benefits of new payment models, along with support services and information exchange to help them transform the way they deliver care.

Anthem's Enhanced Personal Health Care programs are based on years of experience. Anthem has championed the patient-centered care model through our participation in patient-centered medical home programs across the country. The compelling results we saw in quality improvement and cost of care reduction convinced us to cement our commitment to patient-centered care. In our studies to date, we have observed improvement in compliance with evidence-based guidelines and a reduction in avoidable, unnecessary admissions and ER visits, along with measured maintenance or improvements in the quality of health care services.

Our Enhanced Personal Health Care programs are built upon the success of our patient-centered medical home programs and foster a collaborative relationship between Anthem and the contracted Provider. This relationship enables both the health benefits administrator and the Provider to leverage the other party's unique assets whether through clinical, administrative, or data expertise; and together, this partnership supports coordinated care with a focus on risk stratified care management, wellness and prevention, improved access and shared decision-making with patients and their caregivers.

We offer this Program Description to give you important information regarding Enhanced Personal Health Care program operations, including the methodology used to charge the employer and details about the reconciliation process. Our intent is to provide you with an easy to understand description of the key elements of the Program.

[1] This document is intended to be a description of the Payment Innovation Programs offered by Anthem Blue Cross Blue Shield. This document does not include a description of provider incentive programs offered or administered by the Blue Cross Blue Shield Association or any other Blue Cross and/or Blue Shield Plans.

Program Description:

- These programs reward Providers (which may include Vendors) for successfully managing the quality and overall health care costs of Anthem members.
- These programs pay performance incentives, rewards, or bonuses (including shared savings) to Providers based upon the Providers' achievement of certain cost, quality, efficiency, or service standards and/or metrics.
- Some providers may also receive a clinical coordination payment for the clinical services they provide outside of a traditional office visit. Those services could include care planning, maintaining health registries, enhancing access (such as responding to emails or offering web-based visits) or following up with patients via phone or email to make sure that they fill new prescriptions. To participate in the Enhanced Personal Health Care program, Providers must meet consistent value-based criteria, which include, but are not limited to, the following:
    - 24/7 availability through extended hours and/or after hours call
    - Participation in our aligned care management and disease management model
    - Established, dedicated roles within the practice to support this program
    - Use of the Anthem's Member Medical History Plus (MMH+) system that provides a picture of the services patients may have received outside of the provider's practice
    - Use of a registry function to effectively manage their patient population and support population health management
    - Use of generic Rx substitutes where clinically appropriate
    - Achievement of appropriate performance on nationally-endorsed quality measures
    - Encouragement of the use of electronic medical records (EMR)
    - Some larger and/or more sophisticated providers have the capability to take on increased accountability as well as an adequate pool of patients for purposes of the shared savings model. These organizations, which may call themselves accountable care organizations (ACOs) or integrated health systems, are willing to assume the full risk of managing their patients independently, and typically have the following attributes:
        - a formal legal structure to receive and manage risk sharing;
        - a well-documented plan for improving patient safety, health status and reducing the cost of medical care;
        - a commitment to deploying an IT platform, including an electronic medical record and care management solution, supporting the capture, electronic exchange and analysis of clinical information across ambulatory, inpatient and ancillary (lab, imaging, eRx, etc.) settings and sharing key clinical data with Anthem;
        - the capability to assume a primary role in care planning and care management with support from Anthem resources for more complex patients;
        - strong physician leadership committed to a patient-centered care model and empowered to drive change across the provider organization.

Methodology Used To Charge The Employer:

- We use a method we call "attribution" to match members with their providers. The foundation of attribution is to recognize existing provider relationships.
    - Attribution is used to identify the provider's patient population, defining which members the provider is responsible for and including those members on provider reports.
    - Attribution is the foundation for clinical coordination payments as well as shared savings calculations and payments.

- We use one of two processes for attribution, depending on the type of product in which the member is enrolled:
    - For products that do not require the selection of a primary care physician (PCP), such as Open Access PPO products, patients are attributed to the Provider they have seen most frequently in a 24-month period based on claims data. In case of a tie, priority will go to the Provider with whom the member has had the longest relationship. Attribution is updated quarterly based on updated claims and reconciled with eligibility each month.
    - For products that require the selection of a primary care physician, members will be attributed to the provider they select as a primary care physician. The attribution is updated monthly to reflect the selection.

- To understand how the Employer is charged, it is helpful to first understand how savings are calculated and how the Provider's share of the savings is determined.
    - First, we project the expected cost of health care services for attributed members, to establish a Medical Cost Target (MCT), by reviewing risk-adjusted historical claims costs for the Provider or a group of Providers and trending those costs forward. We sometimes group Providers together to ensure that the medical cost target is calculated on the basis of a statistically valid pool of patients.
    - Then the actual risk-adjusted costs incurred during the year are compared with the medical cost target. If the actual costs are less than the medical cost target and the Provider meets a quality threshold, then the Provider becomes eligible to receive a portion of the savings. If a Provider does not meet the quality threshold, the provider is NOT entitled to any bonus payment, regardless of the savings generated.
    - If the Provider meets the quality threshold and therefore is eligible to earn a performance bonus, the amount of the bonus will vary based on the Provider's performance on the quality measures. The higher a Provider's quality scores, the larger the bonus the Provider will receive, subject to a maximum payment amount. The expectation is that the Employer will also benefit from the lower overall costs.

- Provider performance bonuses are funded by the Employer through a fixed Per Attributed Member Per Month (PaMPM):
    - This is the amount we actuarially determine to cover the cost of the provider performance bonus.
    - This amount will be updated periodically based on Anthem's book of business.

Reconciliation Process:

- All money collected for the Enhanced Personal Health Care programs will be used only for Enhanced Personal Health Care payments to Providers.

- Under the Fixed Per Attributed Member Per Month method, the charge to the Employer will be updated periodically based on experience and actuarial projections. Reconciliation will be completed periodically based on Anthem's self- insured book of business. Any surplus or shortfall will be applied to those forecasts when setting the future payment innovation payment.

    - Anthem may make additional payments to Providers or Anthem may receive payments from Providers based on the outcome of the measurement period. As a result of these periodic settlements with Providers, Anthem will adjust the fixed Per Attributed Member Per Month to reflect these settlements with Providers. Please note that member cost shares will not be affected by these settlements with Providers.

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City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: OCTOBER 16, 2017

ITEM: COUNCIL BILL NO. 2017-519
ATTACHMENT: CIGNA DENTAL COVERAGE AGREEMENT LETTER

Finance Director: Leslie Haase
Human Resource Director: Dave Allgood
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves a one year contract with CIGNA to provide dental insurance coverage for City employees.

DISCUSSION:
In 2015, the City let a bid for dental, vision, life, and health insurance services for a five-year period. CIGNA provided the lowest and best bid for dental insurance coverage with a two-year price guarantee. The price for this service is then negotiated in the following years, based on actual claims experience.

CIGNA submitted an increase of 6.9%. The total *monthly* premium cost for single coverage will increase from $26.72 to $28.58. The employee is responsible for 30% of the monthly premium or $8.58, which is an increase of $.56. The City pays 70% or $20.00 per month, which is an increase of $1.30.

The total *monthly* premium cost for family coverage will increase from $71.06 to $76.00. The employee is responsible for 35% of the monthly premium or $26.60, which is an increase of $1.72. The City pays 65% or $49.40 per month, which is an increase of $3.22.

The contract will begin on January 1, 2018.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2017-519 ORDINANCE NO.

AN ORDINANCE approving a Contract by and between the City of Joplin and CIGNA to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Contract by and between the City of Joplin and CIGNA to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin, is hereby approved.

Section 2. That the City Manager is hereby authorized and directed said Agreement, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A', by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with the continuation of benefits for employees, and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2017, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

Quote #: 252215
Account Name: City of Joplin
Effective Date: 1/1/2018 Sales Office: St. Louis
SIC Code: 8121 Sales Rep: Yvonne Frigerio

	Total Cigna DPPO		
	Cigna DPPO Advantage	Cigna DPPO	Out of Network
Plan Design:	100%/90%/60%/50%	100%/80%/50%/50%	100%/80%/50%/50%
Deductibles:	$25 Indiv / $75 Fam	$25 Indiv / $75 Fam	$25 Indiv / $75 Fam
Ded Apply to Class 1:	No	No	No
Calendar Year Max:	750	750	750
Cal Yr Max Apply to Class I:	Yes	Yes	Yes
Missing Tooth Limit:	Standard	Standard	Standard
Student / Dependent Age:	26 / 26	26 / 26	26 / 26
Ortho Lifetime Max:	750	750	750
Ortho Deductible:	No Ortho Ded applies	No Ortho Ded applies	No Ortho Ded applies
Ortho for Dep to 19 Only:	Yes	Yes	Yes

Rate Option Code #11

QUOTED RATES

	Standalone
EE Only:	$28.57
EE + Fam:	$75.99

Out of Network Reimbursement:
90th Percentile

There are certain conditions upon which this quotation is based. These include:

- The quoted DPPO rates are valid only when Dental is sold on a Stand Alone basis.
- The rates identified are subject to regulatory approval. If, as of their proposed effective date, regulatory approval is not obtained, Cigna shall use rates consistent with its then currently approved rates and the foregoing rates shall be effective automatically upon approval.
- The DPPO rates are guaranteed for a period of 24 months while the contract remains in force.
- The rates and benefits quoted are valid for the quoted effective date of coverage only.
- Rates require an employer contribution of at least 50% for the employee and 50% for the dependent.
- These rates include costs for up to twelve sub headings / groups within the bill. Additional subgroups are available at a cost of $600 per subgroup in excess of twelve.

A minimum participation of 65% is required. This will be based on the total eligible employees, identified as 473 employees.

- Cigna may revise or withdraw this quote, if (1) Enrollment varies by 15% or more during the policy year or any time prior to implementation. (2) Benefits and any applicable experience do NOT match benefits with incumbent carrier; a review of the SPD may be required prior to implementation.
- Only a passive DPPO plan must be offered to TX or MS employees due to regulatory requirements.

The rates contain sufficient commission load for DPPO - 0.00%

- The rates are dependent upon eligibility being effective on the first of the month.
- Quote includes the additional Cigna PPO healthcare professionals for which Cigna Healthcare retains a portion of the savings generated.
- The dental insurance coverage shall be provided under a standalone group insurance policy and is an "excepted benefit" as defined in Public Health Service Act Section 2721(c) and (d) and not subject to the requirement of the Patient Protection and Affordable Care Act.
- The information contained in this Proposal by Cigna HealthCare is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the employer, its representatives or consultants for any purpose other than the evaluation of the Proposal. Under no circumstances is any of the information contained herein (including excerpts, summaries, extracts, and evaluations thereof) to be used, disseminated, disclosed or otherwise communicated to any person or entity other than the employer, its representatives and consultants, and their respective employees who are directly involved in the evaluation process.
- Cigna HealthCare may have an agreement with your benefit advisor, under which the benefit advisor may be paid for providing marketplace intelligence or for the performance of administrative services. The qualification for and amount of this payment may be based upon overall business growth and/or retention levels.

Any such payment is funded through Cigna HealthCare's general overhead.
• The benefit advisor may qualify for incentive payment (monetary or non-monetary) from Cigna HealthCare. For example, the benefit advisor may receive payment based upon new sales, new customer growth or retention. This incentive payment is funded from Cigna HealthCare's general overhead.
• Cigna HealthCare sponsors programs to inform benefit advisors about Cigna HealthCare's plan coverage and services (including producer advisory councils). The cost of these events is funded through Cigna HealthCare's general overhead.
• Assumes that Cigna HealthCare's standard insurance policy form approved for use in the applicable state by the state insurance regulator will be issued. Because the insurance policy and certificate terms require regulatory approval, there is very little flexibility to change the provisions. The provisions of the insurance policy and certificate will supersede the Proposal in the event of a conflict.

The premium rates proposed by Cigna HealthCare are subject to final Underwriting approval and may be changed due to differences in selection of benefits, changes in census data, or any other changes in risk as determined by Cigna

The plan will be implemented using Cigna's standard policy provisions, limitations, and contract language as reflected in Cigna's summary plan description unless specific modifications have been approved and rated appropriately. These standards are summarized in the Underwriting benefit summary. Any benefit modifications must be communicated in writing from Underwriting

The quoted rates include the cost of the Health Insurance Assessment fees (PPACA) for 2016. Rates for 2017 do not include Health Insurance Assessment fees (PPACA). Rates for 2018 and later, will be adjusted to include applicable PPACA fees imposed for that time period. Cigna reserves the right to modify quoted rates, as necessary, consistent with any future change in regulation.

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: OCTOBER 16, 2017

ITEM: COUNCIL BILL NO. 2017-520
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

ATTACHMENTS: 1) Budget Summary for the FY 2017 Budget; and Summary of Governmental, Proprietary and Component Unit Funds by Department; 2) Budget Reconciliation-Proposed to Adopted

Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves the 2017-2018 budget for the City of Joplin.

DISCUSSION:
This Council Bill adopts the 2017-2018 budget for the City of Joplin and appropriates funding for each specific operating department. This budget estimates $154,260,616 in revenue (including transfers) and $159,361,504 in appropriations (including transfers).

RECOMMENDATION:
Staff recommends approval of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2017-520 ORDINANCE NO.

AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2017 to October 31, 2018, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

WHEREAS, the Home Rule Charter of the City of Joplin requires the City Council to adopt an annual Budget and as adopted such Budget shall constitute an appropriation for the purposes stated of the sums therein by taxation or other means for the purposes of the City, plus any unencumbered balances from previous years, and

WHEREAS, the City Council has fully complied with all of the requirements of the Home Rule Charter with respect to reviewing the Budget and the holding of a public hearing thereon;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. The FY 2017-2018 Budget Document and by reference, all attachments, made a part hereof, is hereby adopted in all respects as the Budget of the City of Joplin, Missouri, for the period from November 1, 2017 to October 31, 2018.

Section 2. The detailed estimated revenues, including transfers, of the City for the period from November 1, 2017 to October 31, 2018 are $154,260,616 as set forth in the Fund Summaries of the Budget Document, referred to in Section 1 of this ordinance.

Section 3. There is hereby appropriated for the purposes stated therein the sums set forth in the Expenditure and Operating Transfer Summaries of the Budget Document, referred to in Section 1 of this ordinance. The detailed estimated expenditures for the period from November 1, 2017 to October 31, 2018 are $159,361,504.

Section 4. Requisitions for encumbrances against and the payment of money out of the various appropriations described in this ordinance shall be made by those officers and employees of the City and by those persons or boards whose titles are set out opposite the designation of appropriations.

Section 5. The Director of Finance is hereby directed to increase each appropriated budget in Section 4 above where an outstanding and valid encumbrance against the 2016-2017 appropriated budget is shown on the books and records of the City at the close of business on October 31, 2017. The amount of the increase to the FY 2017-2018 appropriated budget shall be equal to the amount of the outstanding and valid encumbrances.

Section 6. That if and when appropriations are made during the Budget period November 1, 2017 to October 31, 2018, to some office, department, or purpose not herein designated and no requisitioning authority is specifically designated in such appropriation ordinance; the

requisitioning authority for such appropriation shall be the City Manager or his designee.

Section 7. The Director of Finance is hereby directed to make all necessary entries on the City records to show the appropriations, allocations, and transfers set forth in this ordinance including the detailed budgets in the Budget document.

Section 8. The City Manager is hereby authorized to adjust the amounts allocated in this Budget within departments at his discretion in accordance with Section 4.17 of the Home Rule Charter of the City of Joplin.

Section 9. The form of the Budget is hereby adopted, the estimated revenues contained therein, and the appropriations made by this ordinance, as set out in the Budget Document, are hereby approved.

Section 10. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with setting appropriations for next fiscal year and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2017, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Budget Summary

	Governmental Funds	Proprietary Funds	Component Units	Total All Funds
REVENUES				
Taxes	$ 47,101,600	$ -	$ 5,260,000	$ 52,361,600
Licenses & Permits	1,749,380	-	-	1,749,380
Fines & Forfeitures	1,339,100	-	-	1,339,100
Service Charges & User Fees	3,662,375	16,497,545	-	20,159,920
Charges & Assessments	1,328,764	7,813,884	-	9,142,648
Other Income & Donations	627,150	148,000	3,000	778,150
Intergovernmental	57,873,623	525,000	-	58,398,623
TOTAL REVENUES	**$113,681,992**	**$ 24,984,429**	**$ 5,263,000**	**$ 143,929,421**
EXPENDITURES				
General Government	$ 5,443,284	$ 9,293,197	$ 3,512,582	$ 18,249,063
Public Safety	19,292,213	1,926,649	-	21,218,862
Public Works	2,630,669	2,133,544	-	4,764,213
Highways & Streets	28,053,594	-	-	28,053,594
Environmental	2,826,272	10,737,805	-	13,564,077
Health Services	2,336,773	-	-	2,336,773
Culture & Recreation	5,854,551	704,705	-	6,559,256
Social Services	10,387,971	-	-	10,387,971
Debt Service	147,206	806,638	-	953,844
Infrastructure/Economic Development	38,543,653	-	-	38,543,653
TOTAL EXPENDITURES	**$115,516,186**	**$ 25,602,538**	**$ 3,512,582**	**$ 144,631,306**
EXCESS REVENUES OVER (UNDER) EXPEN.	**$ (1,834,194)**	**$ (618,109)**	**$ 1,750,418**	**$ (701,885)**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 9,081,195	$ 1,250,000	$ -	10,331,195
Transfers Out	(12,342,874)	(1,888,054)	(499,270)	(14,730,198)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (3,261,679)**	**$ (638,054)**	**$ (499,270)**	**$ (4,399,003)**
NET CHANGE IN FUND BALANCE	**$ (5,095,873)**	**$ (1,256,163)**	**$ 1,251,148**	**$ (5,100,888)**
FUND BALANCE, BEGINNING OF YEAR	**$ 43,245,805**	**$ 119,121,513**	**$ 3,619,930**	**$ 165,987,248**
FUND BALANCE, END OF YEAR	**$ 38,149,932**	**$ 117,865,350**	**$ 4,871,078**	**$ 160,886,360**
FUND BALANCE SUMMARY:				
Invested in Capital Assets (Proprietary Funds)	$ -	$ 101,354,030	$ -	$ 101,354,030
Restricted for Debt Service	-	3,703,761	-	3,703,761
Reserved for Equipment Replacement	-	-	-	-
Other Reserves/Designations	15,247,680	-	-	15,247,680
Unrestricted Fund Balance/Net Assets	22,902,252	12,807,559	4,871,078	40,580,889
TOTAL FUND BALANCE SUMMARY	**$ 38,149,932**	**$ 117,865,350**	**$ 4,871,078**	**$ 160,886,360**

Summary of Governmental Funds

	General Fund	Convention & Tourism Fund	Health & Welfare Fund	Parks & Recreation Fund	Solid Waste Management Fund	Parks & Stormwater Sales Tax Fund	Transportation Sales Tax Fund
REVENUES							
Taxes	$ 26,995,000	$ 1,355,000	$ 439,700	$ 439,700	$ 439,700	$ 3,425,000	$ 8,870,000
Licenses & Permits	1,725,230	-	-	-	-	-	-
Fines & Forfeitures	1,339,100	-	-	-	-	-	-
Service Charges & User Fees	145,275	-	9,900	766,350	2,510,000	-	212,500
Charges & Assessments	241,964	-	93,800	-	28,000	-	780,000
Other Income & Donations	418,050	1,000	5,500	3,250	3,500	-	19,100
Federal Grants	1,787,500	-	274,484	-	-	250,000	-
State Grants	77,500	-	620,482	-	29,778	-	1,000,007
Local Grants	176,000	-	51,000	-	-	-	16,000
TOTAL REVENUES	**$ 32,905,619**	**$ 1,356,000**	**$ 1,494,866**	**$ 1,209,300**	**$ 3,010,978**	**$ 3,675,000**	**$ 10,897,607**
EXPENDITURES							
General Government	$ 5,443,284	$ -	$ -	$ -	$ -	$ -	$ -
Public Safety	19,292,213	-	-	-	-	-	-
Public Works	2,459,919	-	-	-	-	-	-
Highways & Streets	-	-	-	-	-	2,595,973	8,780,055
Environmental	-	-	-	-	2,826,272	-	-
Health Services	-	-	2,336,773	-	-	-	-
Culture & Recreation	397,249	1,214,908	-	3,437,814	-	804,580	-
Social Services	715,617	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-
Infrastructure/Economic Dev.	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ 28,308,282**	**$ 1,214,908**	**$ 2,336,773**	**$ 3,437,814**	**$ 2,826,272**	**$ 3,400,553**	**$ 8,780,055**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ 4,597,337**	**$ 141,092**	**$ (841,907)**	**$ (2,228,514)**	**$ 184,706**	**$ 274,447**	**$ 2,117,552**
OTHER FINANCING SOURCES (USES)							
Transfers In	$ 5,046,925	$ -	$ 988,500	$ 2,396,500	$ -	$ -	$ -
Transfers Out	(7,882,907)	(65,100)	(65,897)	(146,318)	(60,617)	(440,451)	(2,993,074)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (2,835,982)**	**$ (65,100)**	**$ 922,603**	**$ 2,250,182**	**$ (60,617)**	**$ (440,451)**	**$ (2,993,074)**
NET CHANGE IN FUND BALANCE	**$ 1,761,355**	**$ 75,992**	**$ 80,696**	**$ 21,668**	**$ 124,089**	**$ (166,004)**	**$ (875,522)**
FUND BALANCE, BEG. OF YEAR	**$ 15,691,059**	**$ 1,062,210**	**$ 597,128**	**$ 16,015**	**$ 1,030,879**	**$ 837,839**	**$ 5,686,788**
FUND BALANCE, END OF YEAR	**$ 17,452,414**	**$ 1,138,202**	**$ 677,824**	**$ 37,683**	**$ 1,154,968**	**$ 671,835**	**$ 4,811,266**
FUND BALANCE SUMMARY:							
Reserved for Contingency-PS	$ 1,017,129	$ -	$ -	$ -	$ -	$ -	$ -
Unrest. Pub. Safety Fund Balance	5,908,532	-	-	-	-	-	-
Reserved for Contingency	5,597,962	-	-	-	-	-	-
Reserved for Equip. Replacement	-	-	-	-	-	-	-
Other Reserves	-	-	-	-	-	-	-
Unrestricted Fund Balance	4,928,791	1,138,202	677,824	37,683	1,154,968	671,835	4,811,266
TOTAL FUND BALANCE SMRY	**$ 17,452,414**	**$ 1,138,202**	**$ 677,824**	**$ 37,683**	**$ 1,154,968**	**$ 671,835**	**$ 4,811,266**

Capital Improvement Sales Tax Fund	Community Planning Fund	Economic Development Fund	Debt Service Fund	Infrastructure Improv. Fund	Revolving Public Improv. Fund	EDA Grant Fund	Total Governmental Funds
$ 5,137,500	$ -	$ -	$ -	$ -	$ -	$ -	$ 47,101,600
-	24,150	-	-	-	-	-	1,749,380
-	-	-	-	-	-	-	1,339,100
-	18,350	-	-	-	-	-	3,662,375
-	5,000	-	150,000	-	30,000	-	1,328,764
135,000	-	38,000	-	-	3,750	-	627,150
-	9,223,824	-	-	38,674,950	-	1,998,280	52,209,038
-	283,818	-	-	10,000	-	-	2,021,585
3,400,000	-	-	-	-	-	-	3,643,000
$ 8,672,500	**$ 9,555,142**	**$ 38,000**	**$ 150,000**	**$ 38,684,950**	**$ 33,750**	**$ 1,998,280**	**$ 113,681,992**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,443,284
-	-	-	-	-	-	-	19,292,213
-	-	-	-	-	170,750	-	2,630,669
14,180,016	-	-	-	-	-	2,497,550	28,053,594
-	-	-	-	-	-	-	2,826,272
-	-	-	-	-	-	-	2,336,773
-	-	-	-	-	-	-	5,854,551
-	9,672,354	-	-	-	-	-	10,387,971
-	-	-	147,206	-	-	-	147,206
-	-	-	-	38,543,653	-	-	38,543,653
$ 14,180,016	**$ 9,672,354**	**$ -**	**$ 147,206**	**$ 38,543,653**	**$ 170,750**	**$ 2,497,550**	**$ 115,516,186**
$ (5,507,516)	**$ (117,212)**	**$ 38,000**	**$ 2,794**	**$ 141,297**	**$ (137,000)**	**$ (499,270)**	**$ (1,834,194)**
$ -	$ 150,000	$ -	$ -	$ -	$ -	$ 499,270	$ 9,081,195
(676,442)	(12,068)	-	-	-	-	-	(12,342,874)
$ (676,442)	**$ 137,932**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 499,270**	**$ (3,261,679)**
$ (6,183,958)	**$ 20,720**	**$ 38,000**	**$ 2,794**	**$ 141,297**	**$ (137,000)**	**$ -**	**$ (5,095,873)**
$ 13,961,525	**$ (814,621)**	**$ 3,885,047**	**$ 89,330**	**$ 373,921**	**$ 828,685**	**$ -**	**$ 43,245,805**
$ 7,777,567	**$ (793,901)**	**$ 3,923,047**	**$ 92,124**	**$ 515,218**	**$ 691,685**	**$ -**	**$ 38,149,932**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,017,129
-	-	-	-	-	-	-	5,908,532
-	-	-	-	-	-	-	5,597,962
-	-	-	-	-	-	-	-
-	-	2,724,057	-	-	-	-	2,724,057
7,777,567	(793,901)	1,198,990	92,124	515,218	691,685	-	22,902,252
$ 7,777,567	**$ (793,901)**	**$ 3,923,047**	**$ 92,124**	**$ 515,218**	**$ 691,685**	**$ -**	**$ 38,149,932**

Summary of Proprietary Funds

REVENUES	Airport Fund	Golf Course Fund	Sanitary Sewer Fund	Central Garage Fund
Taxes	$ -	$ -	$ -	$ -
Licenses & Permits	-	-	-	-
Fines & Forfeitures	-	-	-	-
Service Charges & User Fees	731,100	552,750	12,095,000	-
Charges & Assessments	-	10,000	172,900	1,344,000
Other Income & Donations	1,500	3,500	20,200	-
Federal Grants	25,000	-	500,000	-
State Grants	-	-	-	-
Local Grants	-	-	-	-
TOTAL REVENUES	**$ 757,600**	**$ 566,250**	**$ 12,788,100**	**$ 1,344,000**
EXPENSES				
General Government	$ -	$ -	$ 783,807	$ 1,326,118
Public Safety	-	-	-	-
Public Works	2,133,544	-	-	-
Highways & Streets	-	-	-	-
Environmental	-	-	10,737,805	-
Health Services	-	-	-	-
Culture & Recreation	-	704,705	-	-
Social Services	-	-	-	-
Debt Service	-	-	806,638	-
TOTAL EXPENSES	**$ 2,133,544**	**$ 704,705**	**$ 12,328,250**	**$ 1,326,118**
EXCESS OF REVENUES OVER (UNDER) EXP.	**$ (1,375,944)**	**$ (138,455)**	**$ 459,850**	**$ 17,882**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 850,000	$ 400,000	$ -	$ -
Transfers Out	(167,951)	(26,929)	(1,548,625)	(53,110)
TOTAL OTHER FINANCING SOURCES (USES)	**$ 682,049**	**$ 373,071**	**$ (1,548,625)**	**$ (53,110)**
NET CHANGE IN NET ASSETS	**$ (693,895)**	**$ 234,616**	**$ (1,088,775)**	**$ (35,228)**
NET ASSETS, BEGINNING OF YEAR	**$ 29,375,726**	**$ 197,055**	**$ 82,372,813**	**$ 229,348**
NET ASSETS, END OF YEAR	**$ 28,681,831**	**$ 431,671**	**$ 81,284,038**	**$ 194,120**
NET ASSETS SUMMARY:				
Invested in Capital Assets	$ 29,377,978	$ 566,686	$ 70,505,703	$ 193,114
Restricted for Capital Replacement	-	-	3,703,761	-
Unrestricted Net Assets	(696,147)	(135,015)	7,074,574	1,006
TOTAL NET ASSETS SUMMARY	**$ 28,681,831**	**$ 431,671**	**$ 81,284,038**	**$ 194,120**

Health Self-Insurance Fund	Worker's Compensation Self-Insurance Fund	Liability & Property Self-Insurance Fund	Emergency Comm. Fund	Total Proprietary Funds
$ -	$ -	$ -	$ -	$ -
-	-	-	-	-
-	-	-	-	-
1,100,000	-	-	2,018,695	16,497,545
4,350,000	887,191	1,049,793	-	7,813,884
102,300	20,500	-	-	148,000
-	-	-	-	525,000
-	-	-	-	-
-	-	-	-	-
$ 5,552,300	**$ 907,691**	**$ 1,049,793**	**$ 2,018,695**	**$ 24,984,429**
$ 5,335,000	$ 758,111	$ 1,090,161	$ -	$ 9,293,197
-	-	-	1,926,649	1,926,649
-	-	-	-	2,133,544
-	-	-	-	-
-	-	-	-	10,737,805
	-	-	-	-
-	-	-	-	704,705
-	-	-	-	-
-	-	-	-	806,638
$ 5,335,000	**$ 758,111**	**$ 1,090,161**	**$ 1,926,649**	**$ 25,602,538**
$ 217,300	**$ 149,580**	**$ (40,368)**	**$ 92,046**	**$ (618,109)**
$ -	$ -	$ -	$ -	$ 1,250,000
-	-	-	(91,439)	(1,888,054)
$ -	**$ -**	**$ -**	**$ (91,439)**	**$ (638,054)**
$ 217,300	**$ 149,580**	**$ (40,368)**	**$ 607**	**$ (1,256,163)**
$ 2,141,668	**$ 2,744,773**	**$ 1,040,693**	**$ 1,019,437**	**$ 119,121,513**
$ 2,358,968	**$ 2,894,353**	**$ 1,000,325**	**$ 1,020,044**	**$ 117,865,350**
$ -	$ -	$ -	$ 710,549	$ 101,354,030
-	-	-	-	3,703,761
2,358,968	2,894,353	1,000,325	309,495	12,807,559
$ 2,358,968	**$ 2,894,353**	**$ 1,000,325**	**$ 1,020,044**	**$ 117,865,350**

Summary of Component Units

	Joplin TIF Commission	Joplin Redevelopment Corporation	Total Component Units
REVENUES			
Taxes	$ 2,015,000	$ 3,245,000	$ 5,260,000
Licenses & Permits	-	-	-
Fines & Forfeitures	-	-	-
Service Charges & User Fees	-	-	-
Charges & Assessments	-	-	-
Other Income & Donations	2,000	1,000	3,000
State Grants	-	-	-
Local Grants	-	-	-
TOTAL REVENUES	**$ 2,017,000**	**$ 3,246,000**	**$ 5,263,000**
EXPENDITURES			
General Government	$ 2,116,000	$ 1,396,582	$ 3,512,582
Public Safety	-	-	-
Public Works	-	-	-
Highways & Streets	-	-	-
Environmental	-	-	-
Health Services	-	-	-
Culture & Recreation	-	-	-
Social Services	-	-	-
Debt Service	-	-	-
TOTAL EXPENDITURES	**$ 2,116,000**	**$ 1,396,582**	**$ 3,512,582**
EXCESS REVENUES OVER (UNDER) EXPENDITURES	**$ (99,000)**	**$ 1,849,418**	**$ 1,750,418**
OTHER FINANCING SOURCES (USES)			
Transfers In	$ -	$ -	$ -
Transfers Out	-	(499,270)	(499,270)
TOTAL OTHER FINANCING SOURCES (USES)	**$ -**	**$ (499,270)**	**$ (499,270)**
NET CHANGE IN FUND BALANCE	**$ (99,000)**	**$ 1,350,148**	**$ 1,251,148**
FUND BALANCE, BEGINNING OF YEAR	**$ 2,054,746**	**$ 1,565,184**	**$ 3,619,930**
FUND BALANCE, END OF YEAR	**$ 1,955,746**	**$ 2,915,332**	**$ 4,871,078**
FUND BALANCE SUMMARY:			
Reserved Fund Balance	$ -	$ -	$ -
Unrestricted Fund Balance	1,955,746	2,915,332	4,871,078
TOTAL FUND BALANCE SUMMARY	**$ 1,955,746**	**$ 2,915,332**	**$ 4,871,078**

CITY OF JOPLIN
BUDGET RECONCILIATION
PROPOSED TO ADOPTED BUDGET
FY 2017-2018

Fund/Department/Division	Description		Proposed Budget	Adopted Budget	Increase/ (Decrease)
REVENUES					
General Fund					
Various Revenue Line Items	User Fee Increase	(2)	$ 415,500	$ 472,005	$ 56,505
Parks & Recreation Fund					
Various Revenue Line Items	User Fee Increase	(2)	176,000	192,250	16,250
Community Planning Fund					
Various Revenue Line Items	User Fee Increase	(2)	38,000	42,000	4,000
Municipal Golf Course Fund					
Various Revenue Line Items	User Fee Increase	(2)	405,000	445,250	40,250
General Fund Subsidy	Transfer from General Fund	(2)	600,000	400,000	(200,000)
Sanitary Sewer Fund					
Various Revenue Line Items	User Fee Increase	(2)	123,000	172,900	49,900
	Total Revenue Increase/(Decrease)		**$ 1,757,500**	**$ 1,724,405**	**$ (33,095)**
APPROPRIATIONS					
General Fund					
City Council	City Council Facilitator	(2)	$ 18,000	$ 23,000	$ 5,000
City Manager: Administration	Priority Based Budgeting Contract ($9,000) Citizen Survey $18,000	(1) & (2)	19,500	28,500	9,000
Municipal Court: Judicial Services	Wage & Benefit Adjustment	(1)	-	6,000	6,000
Fire: Public Safety Tax	Architect - Design & Construction Management - Station 7	(2)	400,000	-	(400,000)
Golf Course Subsidy	Transfer to Municipal Golf Course	(2)	600,000	400,000	(200,000)
Health & Welfare Fund					
Administration	Prescription Drug Monitoring	(1)	-	2,700	2,700
	Total Appropriation Increase/(Decrease)		**$ 1,037,500**	**$ 460,200**	**$ (577,300)**

NOTES:
(1) Corrections and adjustments made by staff during budget review.
(2) Budget work session adjustments.

CCO Form: HS02
Approved: 01/05 (BDG)
Revised: 03/17 (AR)
Modified:

Award name/number: BPCSW6MZ
Award year: 2018 (SW District)

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
BLUEPRINT FOR SAFER ROADWAYS PROGRAM AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the

City of **Joplin**, a municipal corporation in the State of Missouri (hereinafter, "City"); OR

County of _____, (hereinafter referred to as "County"); OR

Department of _____, a department within the executive branch of the government of the State of Missouri (hereinafter, "Department"); OR

_____, a recognized vendor with the State of Missouri (hereinafter, "Vendor")

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The Commission has authorized State Road Funds to be used to support regional Blueprint for Roadway Safety activities. The purpose of this Agreement is to grant the use of such State Road Funds to the City.

(2) ACTIVITY: The State Road Funds, which are the subject of this Agreement, will support the following activity to further Missouri's Blueprint for Roadway Safety:

Purchase of one (1) RADAR fixed display radar trailer with plus package including alerts and data recorder and 50 Watt Solar Panel
Purchase of 120 traffic cones with reflective bands

(3) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(4) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(5) COMMISSION REPRESENTATIVE: This Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) NONDISCRIMINATION CLAUSE: The City shall also comply with all state and federal statutes applicable to the City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(7) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(8) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(9) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(10) ACCESS TO RECORDS: The City and its Contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(11) REIMBURSEMENT: With regard to work under this Agreement, the City agrees that funds to implement Blueprint activities shall only be available for reimbursement of eligible costs which have been incurred by the City. The City shall supply to the Commission copies of all bid information; purchase orders; invoices; and name, date, hours worked, and rate of pay (on Program Agreements that include salaries). Any costs incurred by the City prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments. The Commission shall not provide more than **nine thousand three hundred ninety five** dollars ($ 9,395.00) for this Blueprint safety project.

(12) USE OF FUNDS: Any employee of the City whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of the City participates in activities prohibited by the Hatch Act, the City shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

(13) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission shall have the privilege of inspecting and reviewing the work being performed per this Agreement. The City shall also maintain all financial documents, reports, papers and other evidence pertaining to costs incurred in connection with this Program Agreement, and make such materials readily available for review at reasonable times and at no charge during this Agreement period and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission or any authorized representatives of the State of Missouri; copies shall be furnished, upon request, to authorized representatives of the Commission or State.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(15) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The City shall refund any overpayments as determined by the final audit.

(16) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(17) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ___ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title: District Traffic Engineer

City
Joplin Police Department

By_____

Title_____

By_____

Title _____

By _____

Title_____

ATTEST:

By _____

Title_____

Approved as to Form:

_____

Title _____

Ordinance No _____

*Note: If agency is a County with a county commission form of government, 3 signatures are required.

MISSOURI'S BLUEPRINT FOR SAFER ROADWAYS
VOUCHER FOR ACTIVITY REIMBURSEMENT
- - - REQUIREMENT OF PROGRAM AGREEMENT - - -

AGENCY: City of Joplin Police Department

MAKE CHECK PAYABLE TO:

ADDRESS: 303 East 3rd Street

Joplin, Missouri 64801

STATE VENDOR NUMBER: 4460001960-9

PERIOD OF CLAIM: FROM: July 1, 2017 **TO:** April 16, 2018

PROJECT NUMBER: BPCSW6MZ

ACTIVITY TITLE: Purchase of one (1) RADAR fixed display radar trailer with plus package including alerts and data recorder and 50 Watt Solar Panel and Purchase of 120 traffic cones with reflective bands.

CONTACT NAME: Sgt. Jared Delzell **PHONE:** (417) 627-8880 **EMAIL:** jdelzell@joplinmo.org

PROJECT FINANCIAL SUMMARY

CLAIMED FOR THIS PERIOD	TOTAL PREVIOUSLY VOUCHERED	TOTAL CLAIMED TO DATE
$9,395.00		$9,395.00

I certify that, in accordance with the laws of the State of Missouri and under terms of the approved project, actual costs claimed have been incurred for the purposes as defined in the Program Agreement:

Prepared By _____ Title _____ Date _____

Project Director or Authorizing Official _____ Title _____ Date _____

SUBMIT TO: Cindy Dunnaway (Name (District Office Contact)) SW District - Springfield (MoDOT District Office)

3025 E. Kearney, Springfield, MO 65803 (District Office Address)

MODOT USE ONLY
APPROVAL FOR PAYMENT BY DISTRICT ENGINEER OR DESIGNEE

Signed: _____ **Title:** _____ **Date:** _____

File: Original—MoDOT District B & B
Copy—Highway Safety Division Office

Rev 4/05

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: October 16, 2017
ITEM: Council Bill No. 2017-615; Agreement between the City of Joplin and the Missouri Highways and Transportation Commission.

ORIGINATING DEPARTMENT: Joplin Police Department
ATTACHMENTS: Council Bill No. 2017-615; copy of Agreement

DEPARTMENT HEAD: Matthew Stewart
CITY MANAGER: Samuel L. Anselm
CITY ATTORNEY: Peter C. Edwards
FINANCE DIRECTOR: Leslie Haase

INTRODUCTION:

The Joplin Police Department requests consideration of this Council Bill. This request, if approved, would authorize a contract between the City of Joplin and the Missouri Highways and Transportation Commission Blueprint for Safer Roadways Program for the acceptance and expenditure of grant funds. The grant is for the funding in the amount of $102,848. This grant will be used to purchase one (1) fixed display radar trailer with plus package and 120 traffic cones with reflective bands; and containing an emergency clause.

SUMMARY/DISCUSSION:

The purpose of this Agreement is to grant the use of State Road Funds to the City of Joplin. The State Road Funds will support the purchase of one (1) RADAR fixed display radar trailer with a plus package including alerts and data recorder and 50-watt solar panel, and a purchase of 120 traffic cones with reflective bands. The total purchase cost of $9,395.00.

RECOMMENDATION:

Staff recommends approval of this council bill on an emergency basis.

MS/ts
attachment

Council Bill No. 2017-615 ORDINANCE NO.

AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Highways and Transportation Commission Blueprint for Safer Roadways Program in the amount of Nine Thousand Three Hundred Ninety Five Dollars ($9,395.00); 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 Commission has authorized State Road Funds to be used to support regional Blueprint for Roadway Safety activities. The purpose of this Agreement is to grant the use of State Road Funds to the City of Joplin.

WHEREAS, the State Road Funds will support the purchase of one (1) Radar fixed display radar trailer with a plus package including alerts and data recorder and 50 Watt Solar Panel, and the purchase of 120 traffic cones with reflective bands. Items purchased will be a total amount of $9,395.00.

WHEREAS, this allows for State Road Funds to be used to support regional Blueprint for Roadway Safety activities;

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Agreement for grant funding by and between the City of Joplin and the Missouri Highways and Transportation Commission, in the total amount of nine thousand, three hundred ninety-five dollars ($9,395.00),

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 is for the preservation of public property and safety, and as such, is considered an emergency and shall take effect immediately upon passage. Specifically, roadway safety activities which enhances public safety.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a _____ vote.

_____
Michael Siebert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Police Department Budget, Account Nos. 510-5590-510-1010, 1020, 1605-1650, 2050, 6005-6010, and 8210 to pay the contract amount.

_____
Leslie Haase, Director of Finance

COUNCIL BILL NO. 2017-003 ORDINANCE NO.

AN ORDINANCE enacting a new Sec. 26-104, Suspension, of Chapter 26, Buildings and Building Regulations, Article V, Contractors, for the purpose of making certain changes.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That a new Section 26-104, "Suspension," of the Joplin City Code is hereby enacted as follows:

(a) The Building Official shall have the authority to admonish, reprimand, and otherwise discipline any contractor subject to the provisions set forth in Chapter 26, including the suspension or revocation of the contractor's license issued under said provisions.

1. The Building Official may admonish, reprimand, or take other appropriate disciplinary action against a contractor's license if it is concluded that the contractor's action or inaction is:

i. A serious or repeated violation of the contractor licensing provisions, any applicable Code, or the failure to comply within a reasonable time to any lawful written order of the Building Official;

ii. A knowing and intentional misrepresentation of a material fact made in connection with obtaining a contractor's license or a building permit;

iii. A fraudulent or deceitful use of a contractor's license to obtain a building permit;

iv. A failure to obtain a building permit or to obtain a required inspection of an on-going project as required by any applicable code;

v. A failure to exercise regular, routine control and supervision over an on-going project for which the contractor has obtained a building permit;

vi. A failure to timely obtain a certificate of occupancy for a completed structure, prior to occupancy, as required by the applicable building code;

vii. A failure to hire a licensed electrical, plumbing, or mechanical (HVAC) contractor to perform any electrical, plumbing, or mechanical (HVAC) work on the job site for which the contractor obtained a building permit; or

viii. A failure by a contractor to maintain or pay the required application or licensing fee(s) for a building permit, contractor license, or inspection fee.

2. The Building Official may admonish, reprimand, or take other appropriate disciplinary action against such contractor, including, but not limited to:

i. Suspension of the contractor's license for a fixed period not to exceed ninety (90) days.

ii. Suspension of the contractor's license for a fixed period exceeding ninety (90) days, provided however, the contractor shall have the right to have the suspension and the terms thereof reconsidered by the Board at the expiration of the first ninety (90) days and every ninety (90) days thereafter to determine if just cause exists to modify or terminate the suspension. Such reconsideration may, at the Board's option, include a hearing.

iii. Revocation of the contractor's license for a period not less than twelve (12) months from the date of revocation. A contractor's license shall be revoked if the contractor has been suspended five (5) times during any thirty-six (36) month period.

3. The Building Official shall give notice of any action pursuant to 26-104(a) by mailing a written copy of its decision to the contractor at the address associated with the contractor's license on file with the City of Joplin Finance Department within ten (10) days of its decision. The notice required by this section shall be deposited in the United States mail, certified or registered, with postage prepaid, addressed to the contractor. The receipt issued by the United States Post Office for certified or registered mail shall constitute proof of compliance with this notice requirement.

(b) Administrative appeals.

For the purpose of administering contractor licensing provisions, the Board of Appeals, as established by Section 26-31, shall hear appeals of decisions rendered by the Building Official pursuant to 26-104(a), in accordance with the following provisions.

1. Any person directly affected by a decision of the Building Official made pursuant to Section 26-104(a), and after receiving a notice or decision issued under Section 26-104(a), shall have the right to appeal to the Board of Appeals, provided that a written application for appeal is filed within thirty (30) days after the day the notice or decision was received. If a person fails to appeal a decision within thirty (30) days as set forth in this subsection, the decision shall be final and no appeal shall be heard. An application for appeal shall be based on a claim that the applicable code provisions have been incorrectly interpreted or applied, or that the decision was based on erroneous facts.

2. The following information must be contained in a written appeal made by any person entitled to appeal pursuant to this section:

i. A brief statement in ordinary and concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant.

ii. A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the protested order or action should be reversed, modified, or otherwise set aside.

iii. The signatures of all parties named as appellants and their official mailing addresses.

3. Upon receipt of any appeal filed pursuant to this section, the Building Official shall provide notice to the person of the date, time, and place of hearing, where the person will have full opportunity to present evidence and testimony in support of the person's appeal. The hearing shall be conducted as a contested case under the provisions of Chapter 536 RSMo. The Building Official shall bear the burden of proof at the hearing. The standard of proof shall be a preponderance of the evidence. The Board of Appeals shall issue a written Final Decision within fifteen (15) days of the hearing date. The decision shall include written findings of fact and conclusions of law. The decision of the Board shall be final for purposes of appeal pursuant to Chapter 536, RSMo. The decision shall be mailed to the person at the address listed in Section 26-104(b).2.iii.

(c) Board action.

Upon a finding by a majority of the members present at the hearing that a person has violated one or more of the provisions of Section 26-104(a).1, the Board of Appeals may vacate, affirm, or modify the decision of the building official.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: October 16, 2017

ITEM: Council Bill No. 2017-003 enacting Sec. 26-104, Suspension, of Chapter 26, Buildings and Building Regulations, Article V, Contractors, for the purpose of making certain changes.

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Council Bill No. 2017-003

DEPARTMENT HEAD:	Peter C. Edwards	**DATE:**
CITY MANAGER:	Samuel L. Anselm	**DATE:**
PUBLIC WORKS:	David Hertzberg	**DATE:**
PLANNING AND ZONING:	Troy Bolander	**DATE:**

INTRODUCTION:

This Council Bill enacts Sec. 26-104, Suspension, of Chapter 26, Buildings and Building Regulations, Article V, Contractors, for the purpose of making certain changes.

DISCUSSION:

There have been ongoing discussions by the City Council about adding a contractor discipline process to the City Code, along with changes to the building permit process. This Council Bill creates a process for suspending a contractor's license. This Council Bill establishes criteria for suspending a contractor's license and authorizes the Building Official and Building Board of Appeals to act pursuant to a violation. This Council Bill also establishes notice requirements and appellate procedure for challenging a decision of the Building Official or Building Board of Appeals.

RECOMMENDATION:

Staff presents this Council Bill for consideration.

JLP
attachment