COUNCIL AGENDA
Monday, November 6, 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. Request For Issuance Of Additional Bonds For Ajinimoto Windsor, Inc. By Randy Whisler

      Documents:

      ORD2016-210-CHAPTER 100 BONDS TO DEF.PDF
      AJINIMOTO WINDSOR LETTER.PDF

   2. Proclamation To Recognize Medal Of Valor Recipients Adam Brannin, Jason Francis And Rusty Rives.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Mark Raines, 5860 Pearl, Request To Address Council Regarding Joplin Outlaws Community And Economic Impact, History And Future Commitments

7. **Public Hearings**

   1. Public Hearing Procedures

   2. COUNCIL BILL NO. 2017-278
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the Lincoln School Site as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located 85′ north of East 7th Street and 20′ east of South Minnesota Avenue in the City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2017-278 MINUTES.PDF
      CB 2017-278 REPORT.PDF
      CB 2017-278 SUMMARY.PDF
      CB 2017-278.PDF

   3. COUNCIL BILL NO. 2017-279
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and in the City of Joplin, Jasper County, Missouri.

      Documents:

CB 2017-279 MINUTES.PDF
CB 2017-279 REPORT.PDF
CB 2017-279 SUMMARY.PDF
CB 2017-279.PDF

4. COUNCIL BILL NO. 2017-280
AN ORDINANCE providing for the vacation of approximately 510 feet of 6th Street, a 60-foot wide designated right of way, in the City of Joplin, Jasper County, Missouri.

Documents:

CB 2017-280 MINUTES.PDF
CB 2017-280 REPORT.PDF
CB 2017-280 SUMMARY.PDF
CB 2017-280.PDF

8. **Consent Agenda**

1. Minutes Of The October 16, 2017 Council Meeting

Documents:

OCT 16 MINS.PDF

2. 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.

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2017-011
Council Bill No. 2017-011 an ordinance approving a Purchase Order to be issued to Superion to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and containing an emergency clause.

Documents:

CB2017-011 SUMMARY SHEET.PDF
CB2017-011.PDF
SUPERION2018_FINANCE.PDF
SUPERION2018_OSSI.PDF

2. COUNCIL BILL NO. 2017-164
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Ace Pipe Cleaning, Inc., for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

SUMMARY SHEET EVALUATION AND REHABILITATION OF WW COLLECTION SYSTEM 2018-2019.PDF
00500 - AGREEMENT.PDF
BID TABULATION 101217.PDF
EXHIBIT MAP.PDF
CB-EVALUATION AND REHABILITATION OF WW COLLECTION SYSTEM 2018-2019.PDF
0030_BID PRICES - ACE PIPE CLEANING.PDF

3. COUNCIL BILL NO. 2017-165
AN ORDINANCE approving the Transportation Municipal Agreement with Missouri Highway and Transportation Commission for the rehabilitation of the I-44 bridge over Shoal Creek and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

SUMMARY SHEET -2017-165 MODOT AGREEMENT.PDF
CB 2017-165 I44 - SHOAL CREEK.PDF
MODOT AGREEMENT-10302017165026.PDF

4. COUNCIL BILL NO. 2017-166
AN ORDINANCE approving an amended work authorization with George Butler Associates Inc., in an amount not to exceed Forty-Four Thousand Seven Hundred Eighty-Eight and No/100 Dollars ($44,788.00) for professional engineering consulting services for the 32nd & Main Street intersection improvement project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

SUMMARY SHEET -2017-166.PDF
CB- 2017-166 32ND-MAIN INTERSECTION.PDF
WORK AUTH ORIGINAL-10302017125544.PDF
COMBINED SUPPLEMENTAL AGREEMENT 1 - GBA SIGNED.PDF

5. COUNCIL BILL NO. 2017-376
AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 1106 S. Sergeant Ave. in the City of Joplin, Missouri, for Three Thousand Three Hundred Ninety-Nine and 00/100 Dollars (3,399.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2017-376 BID.PDF
CB 2017-376 PICTURES.PDF
CB 2017-376 SUMMARY.PDF
CB 2017-376.PDF

6. COUNCIL BILL NO. 2017-521
AN ORDINANCE amending the City Salary Administration Plan adopted by Ordinance No. 2016-178 and authorizing a Two Percent (2.0%) wage adjustment for eligible Classified and Unclassified employees; and containing

an emergency clause.

Documents:

CB 2017-521 SUMMARY 2 PERCENT WAGE ADJUSTMENT FY 2018.PDF
CB 2017-521 WAGE INCREASE ORDINANCE.PDF
CB 2017-521 SCHEDULE A SALARY ADMINISTRATION PLAN EFFECTIVE NOVEMBER 1, 2017.PDF

7. COUNCIL BILL NO. 2017-522
AN ORDINANCE adopting and establishing the pay rates for the 2017-2018 Fiscal Year for certain Unclassified Council Employees; and containing an emergency clause.

Documents:

CB 2017-522 SUMMARY WAGE ADJUSTMENT COUNCIL EMPLOYEES.PDF
CB 2017-522 COUNCIL EMPLOYEES PAY ADOPTION ORDINANCE.PDF
CB 2017-522 EXHIBIT A COUNCIL EMPLOYEE PAY NOV 2017.PDF

8. COUNCIL BILL NO. 2017-523
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, to adjust appropriations and containing an emergency clause.

Documents:

CB 2017-523 SUMMARY FY 2018 BUDGET ADJUSTMENT.PDF
CB 2017-523 BUDGET AMENDMENT ORDINANCE FOR FY 2018.PDF
CB 2017-523 SCHEDULE A 2018 BUDGET AMENDMENT NOV 2017.PDF

11. **Ordinances - First Reading**

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 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 evaluating certain Council employees. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

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

Sound enhancement units are available for hearing impaired customers who provide a

form of identification as security, which will be returned to the customer upon the return of the unit.

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

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

AMENDED BILL NO. 2016-014 **ORDINANCE NO.** 2016-210

AN ORDINANCE approving a plan for an industrial development project consisting of the acquisition, construction, improvement and equipping of a frozen foods manufacturing facility; authorizing the city of Joplin, Missouri to issue its taxable industrial development revenue bonds in a principal amount not to exceed $44,250,000 to finance the costs of such project; authorizing and approving certain documents; and authorizing certain other actions in connection with the issuance of the bonds.

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

WHEREAS, the City is authorized under the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend, improve and equip certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, DEF, LLC, a Missouri limited liability company (the "Company"), has proposed a project consisting of acquiring, constructing, improving, purchasing, equipping and installing a frozen foods manufacturing facility on approximately 26 acres of land located on the north side of East 32nd Street at the intersection of East 32nd Street and Prairie View Road in the City (the "Project"); and

WHEREAS, the City, in accordance with Section 100.050 of the Act, prepared a plan for industrial development (the "Plan"), gave notice of the Plan on October 18, 2016 by mail to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, and held a public hearing regarding the Plan on November 7, 2016, during which hearing those in attendance were given the opportunity to provide comments with respect to the Plan; and

WHEREAS, the City now desires to approve the Plan; and

WHEREAS, the City desires to finance the costs of the Project out of the proceeds of industrial development revenue bonds to be issued under the Act (the "Bonds"); and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the issuance of the Bonds for the purpose described above; and

WHEREAS, Section 4.23 of the City Charter requires that all bonds sold by the City be sold at public sale upon sealed proposals after at least fifteen days' notice in a newspaper published in Joplin, Missouri; and

WHEREAS, a notice of sale was published in the Joplin Globe on November 4, 2016 inviting potential bond purchasers to submit bids for the Bonds and the City has received one bid for the bonds; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with approval of the Plan and the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. Promotion of Economic Development. The Council hereby finds and determines that the Project will promote the economic welfare and the development of the City, and the issuance of the Bonds by the City to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act.

Section 2. Approval of Plan. The Council hereby approves the Plan attached hereto as Exhibit A in accordance with Section 100.050 of the Act.

Section 3. Authorization and Sale of the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (DEF, LLC Project), Series 2016, in an aggregate principal amount not to exceed $44,250,000, for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate, shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indenture upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture shall constitute conclusive evidence of their approval and the City's approval thereof.

The City hereby determines that the sealed proposal for purchase of the bonds submitted by the company was the only bid submitted at the public sale of the Bonds and that it is in the best interest of the City to accept the bid submitted by the Company. The sale of the Bonds to the Company at the interest rate and upon the terms set forth in the Trust Indenture is hereby approved.

Section 4. Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of the payments, revenues and receipts derived by the City from the herein authorized Lease Agreement, and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indenture. The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision, statutory limitation or City Charter provision and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefore or to make any appropriation for their payment.

Section 5. Approval and Authorization of Documents. The following documents (the "City Documents") are hereby approved in substantially the forms presented to the Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated as of the date set forth therein (the "Trust Indenture"), between the City and Commerce Bank, as trustee (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge and assign the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Trust Indenture;

(b) Lease Agreement dated as of the date set forth therein (the "Lease Agreement"), between the City and the Company, under which the City will provide funds for the acquisition, construction, improvement and equipping of the Project and lease the Project to the Company pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds;

(c) Bond Purchase Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the Company agrees to purchase the Bonds;

(d) Performance Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the City has granted the Company certain rights with respect to the abatement of ad valorem real property taxes on the Project in consideration for the Company's agreement to pay certain payments in lieu of taxes; and

Section 6. Execution of Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor, City Manager or Finance Director of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. Further Authority. The Mayor, City Manager, Finance Director, City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents. The Mayor is authorized to grant on behalf of the City such consents and waivers relating to the Bonds, the Trust Indenture, the Performance Agreement or the Lease Agreement as may be requested during the term thereof and as the Mayor may deem appropriate with the advice and counsel of city staff; provided, such consents and/or waivers shall not increase the principal amount

of the Bonds, increase the term of the Lease or the tax exemption as provided for therein, or materially change the nature of the transaction. The name of the single purpose entity, DEF, LLC shall be inserted in all of the related documents as the legal entity for the Project.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this 5th day of December, 2016, by a vote of 8-0-1. Absent: Stinnett

Michael L. Seibert, Mayor

ATTEST:

Barbara J. Gollhofer, Assistant City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

NOTICE TO TAXING JURISDICTIONS ON ATTACHED LIST

Re: Notice of Public Hearing – Industrial Development Project

On behalf of the City of Joplin, Missouri (the "City"), please find enclosed a copy of the proposed Plan for Industrial Development Project for a Food Manufacturing Plant (the "Plan"), which also contains a Cost Benefit Analysis on the affected taxing jurisdictions.

The City anticipates considering the first reading of an ordinance to approve the Plan following a public hearing on the Plan at a meeting on Monday, November 7, 2016 at 6:00 PM at City Hall located at 602 S. Main St., Joplin, MO 64801.

The City invites all affected taxing districts to attend the public hearing and to make oral comments on the proposed Plan to the City or to provide written comments to the City on the Plan prior to the hearing. All comments of the taxing districts will be fairly and duly considered by the City.

A copy of the Plan and Cost Benefit Analysis for the proposed project is enclosed and also will be on file in the office of the City Clerk and will be available for public inspection during normal business hours.

Any questions should be directed to Rob O'Brian, President of The Joplin Area Chamber of Commerce, at (417) 624-4150.

Dated: October 18, 2016

CITY OF JOPLIN, MISSOURI
602 S. Main St.
Joplin, MO 64801

TAX ENTITY MAILING LIST

Jasper County, Missouri Presiding Commissioner Jasper County Courthouse 302 South Main Street Carthage, MO 64836	**Jasper County Assessor** Jasper County Courthouse 302 S. Main, Room 201B Carthage, MO 64836
Jasper County Collector Jasper County Courthouse 302 S. Main-Room 107 Carthage, MO 64836	**Jasper County Mental Health Fund Board** Attn: Mary Kyser P. 0. Box 2526 Joplin, MO 64803
City of Joplin, Missouri City Clerk 602 S. Main St. Joplin, MO 64801	**Jasper County Sheltered Facilities Board** Attn: Alecia Archer 2000 Maiden Lane Joplin, MO 64804
Joplin Schools Board of Education Attn: Superintendent 310 West 8th Street Joplin, MO 64801	**Joplin Special Road District** 1016 Picher Joplin, MO 64801
Missouri Department of Revenue Tax Administration Bureau Harry S Truman State Office Building 301 West High Street Jefferson City MO 65101 1-573-751-4249	**Department of Economic Development** Nathan Potter, Development Finance Missouri Department of Economic Development 301 West High Post Office Box 118 – Room 770 Jefferson City MO 65102 1-573-751-4962
Missouri Department of Economic Development Mike Downing, Director Post Office Box 118 – Room 770 Jefferson City MO 65102 1-573-751-4962	**Missouri Department of Revenue** County Tax Section State Blind Pension Fund Harry S Truman State Office Building *P.O. Box 453* 301 West High Street Jefferson City MO 65101

BEFORE THE

CITY COUNCIL

OF THE

CITY OF JOPLIN, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR A FOOD MANUFACTURING PLANT

November 7, 2016

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
FOR A FOOD MANUFACTURING PLANT

TO: THE CITY COUNCIL OF THE CITY OF JOPLIN, MISSOURI

A plan for an industrial development project as described herein has been proposed to the City of Joplin, Missouri (the "City"), for approval, to be carried out pursuant to Article VI, Section 27(b) of the Missouri Constitution, as amended, Sections 100.010 to 100.200, inclusive, of the Missouri Revised Statutes, as amended, and in support of said application the following is submitted:

1. **Description of the Project**. The Project consists of acquiring, constructing, improving purchasing, equipping and installing a food manufacturing facility on approximately 26 acres of land in the City, including the land and associated buildings, structures, fixtures and equipment (the "Project"). The Project is designed to be used for the manufacturing, packaging and distributing of frozen food products. The Project will be located on the North side of East 32nd Street at the intersection of East 32nd Street and Prairie View Road in Joplin, Missouri, and will be operated for commercial purposes.

2. **Estimate of the Cost of the Project.** The total cost of the Project is estimated to be $44,250,000 (approximately $26,250,000 for land and real property improvements and approximately $18,000,000 for personal property). The Project involves the acquisition of real property and the construction of a manufacturing facility enclosing approximately 150,000 square feet of space. The personal property to be acquired will be installed in the manufacturing facility.

3. **Source of Funds to be Expended for the Project**. The source of funds to be expended for the Project will be the proceeds of $44,250,000 estimated aggregate principal amount of taxable industrial revenue bonds in one or more series (collectively, the "Bonds"), to be issued by the City for the Project and to pay costs of issuing the Bonds.

4. **Statement of the Terms Upon Which the Project is to be Leased and Otherwise Disposed of by the City**. The City will take title to the land underlying the Project. The Project will be leased by the City (with an option to purchase the City's interest in the Project) to a company (the "Company"). The lease payments collectively will equal the principal and interest on the Bonds plus certain payments in lieu of taxes, as applicable. The Bonds will be payable solely from the revenues derived by the City from the lease to the Company or other disposition of the Project and the Bonds will not be an indebtedness or general obligation, debt or liability of the City.

5. **Bond Purchase Arrangements.** The Bonds will be offered at a public sale in accordance with the City's charter. It is anticipated that the Company or an affiliate or a related entity will place a bid to purchase the Bonds in the estimated aggregate principal amount of $44,250,000.

6. **Affected School District, Community College District, County and City.** The Joplin R-VIII School District of Jasper County, Missouri; the City; and Jasper County, Missouri, will be affected by the Project as well as the other taxing jurisdictions shown on the attached Cost Benefit Analysis. There is no community college district affected by the Project.

7. **Equalized Assessed Valuation.** The most recent equalized assessed valuation of the real property underlying the Project is approximately $6,670 (such real property is a portion of a larger tract that comprises a single tax parcel). The most recent equalized assessed valuation of the personal property

to be included in the Project is $-0-. The total equalized assessed valuation of the real property and improvements included in the Project after construction is estimated at $2,064,845. The estimated total equalized assessed valuation of the personal property to be included in the Project is as follows:

Personal Property Placed in Service in Year	*Tax Year of Initial Assessment*	*Estimated Initial Assessed Value*
2017	2018	$3,868,846
2018	2019	297,604
2019	2020	1,190,414

8. **Cost/Benefit Analysis.** Attached hereto as **Exhibit A** is the Cost Benefit Analysis for the affected school district, Jasper County, the City and the other affected taxing jurisdictions, which assumes a maximum total period of 15 years of tax abatement from the first year in which real property improvements and personal property acquisitions will be subject to taxation (2018), at a rate of 100% abatement for 10 years and 50% abatement for an additional 5 years thereafter.

9. **Payments in Lieu of Taxes.** The Company will agree to make payments in lieu of taxes during each year in which title to the Project is held by the City. The amounts shown below represent the value of such payments in lieu of taxes, subject to the option of the Company to purchase portions of the personal property from the City at any time during the abatement period and return such personal property to the tax rolls, in which case the payments in lieu of taxes will be reduced on a pro rata basis corresponding to the value of the personal property so purchased. The payments in lieu of taxes represent the value of taxes that would have been due on the underlying real property (which is not subject to abatement pursuant to this Plan), plus 50% of the taxes otherwise due on the improvements and personal property after the initial 10 years of 100% abatement.

Year	Payment in Lieu of Taxes
2016	$308
2017	11,738
2018	11,738
2019	11,972
2020	11,972
2021	12,212
2022	12,212
2023	12,456
2024	12,456
2025	12,705
2026	12,705
2027	12,959
2028	75,297
2029	76,325
2030	79,404
2031	79,668
2032	79,668

10. **Sales Tax Exemption on Construction Materials.** Qualified building materials purchased for the construction of the Project are expected to be exempt from sales tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales tax exemption of the qualified building materials on the affected taxing jurisdictions, it was assumed that: (1) the sales tax levies shown below will remain constant through the construction period; (2) $4,000,000 will be spent on qualified construction materials purchased in the State of Missouri, and (3) $2,000,000 will be spent on qualified construction materials purchased in Jasper County, of which $1,000,000 will be purchased in the City. Please note that any variance in these assumptions will alter the fiscal impact of the sales tax exemption on the affected taxing jurisdictions.

Based on the assumptions set forth above, the fiscal impact on the affected taxing jurisdictions of the sales tax exemption on qualified building materials is as follows:

	Estimated Sales Tax Revenues Subject to Exemption
State of Missouri (4.225%)	$169,000
City of Joplin	
General Revenue (1.0%)	10,000
Capital Improvement (0.375%)	3,750
Public Safety (0.5%)	5,000
Park & Stormwater (0.25%)	2,500
Transportation (0.5%)	5,000
Jasper County	
General Revenue (0.375%)	7,500
General - Bridge (0.25%)	5,000
Emergency Services (0.1%)	2,000
Law Enforcement (0.25%)	5,000
Total Value of Exemption	$214,750

Additionally, the Company anticipates that all or a portion of the personal property to be included in the Project will be exempt from sales tax pursuant to the provisions of Section 144.030 of the Revised Statutes of Missouri as manufacturing equipment.

* * *

EXHIBIT A

COST/BENEFIT ANALYSIS

The accompanying spreadsheet shows the detailed cost/benefit amounts of the proposed Project. It assumes a fixed schedule of payments in lieu of taxes for real and personal property taxes for the duration of the abatement period for the real and personal property to be included in the Project, subject to the option of the Company to purchase portions of the personal property from the City at any time during the abatement period and return such personal property to the tax rolls, in which case the payments in lieu of taxes will be reduced on a pro rata basis corresponding to the value of the personal property so purchased.

The personal property is assumed to be depreciated over a 7 year period. The depreciated value of personal property is based on depreciation schedules designated by Section 137.122 of the Revised Statutes of Missouri for such property.

The 2016 ad valorem tax levy rates were utilized for all taxing jurisdictions. Amounts shown as payments in lieu of taxes attributable to any particular taxing jurisdiction are subject to change based on the then-current levy rates of all relevant taxing jurisdictions.

City of Joplin, Missouri

COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

GILMORE BELL

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This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934, as amended.

Project Assumptions

- Initial year taxes assessed: 2016
- 2016 Assessed Value of Existing Property (Residential/Agricultural Mix): $ 6,670
- 2017 Appraised Value of Existing Property: $ 650,640
- 2017 Assessed Value of Existing Property (Commercial): $ 208,205
- Appraised Value of Improvements (Commercial - Assessor's square footage method)
  2017 $ 5,802,000
- Annual investments of Personal Property
  2017 $ 13,000,000
  2018 1,000,000
  2019 4,000,000
- Bi-annual growth rate of appraised value of underlying real property: 2.0%
- Annual growth rate of appraised value of Improvements and Personal Property: 0.0%
- Assessed value as a percentage of appraised value (real): 32.0%
- Assessed value as a percentage of appraised value (personal): 33.33%
- Terms of abatement:
  Improvements and Personal Property
  Years 1-10 100.0%
  Years 11-15 50.00%
- Personal Property is depreciated using the following 7 year recovery period schedule:

Year	Recovery Period in Years				
	3	5	10	15	20
0	100.00%	100.00%	100.00%	100.00%	100.00%
1	75.00%	85.00%	92.50%	95.00%	96.25%
2	37.50%	59.50%	78.62%	85.50%	89.03%
3	12.50%	41.65%	66.83%	76.95%	82.35%
4	5.00%	24.99%	56.81%	69.25%	76.18%
5	5.00%	10.00%	48.07%	62.32%	70.46%
6	5.00%	10.00%	39.33%	56.09%	65.18%
7	5.00%	10.00%	30.59%	50.19%	60.29%
8	5.00%	10.00%	21.85%	44.29%	55.77%
9	5.00%	10.00%	15.00%	38.38%	51.31%
10	5.00%	10.00%	15.00%	32.48%	46.85%
11	5.00%	10.00%	15.00%	26.57%	42.38%
12	5.00%	10.00%	15.00%	20.67%	37.92%
13	5.00%	10.00%	15.00%	15.00%	33.46%
14	5.00%	10.00%	15.00%	15.00%	29.00%
15	5.00%	10.00%	15.00%	15.00%	24.54%
16	5.00%	10.00%	15.00%	15.00%	20.08%
17 and on	5.00%	10.00%	15.00%	15.00%	20.00%

Summary of Tax Impact Analysis
(Real and Personal Property)

Tax Distribution	Tax Rate	Projected Tax Revenue for Real and Personal Property Without Abatement	Revenue Generated from PILOT Payments	Value of Abatement
State Blind Pension	0.0300	$ 16,475	$ 2,872	$ 13,603
Jasper County	0.1015	55,740	9,716	46,024
Sheltered Workshop	0.0857	47,063	8,203	38,860
Mental Health	0.0857	47,063	8,203	38,860
R-VIII School District	3.6600	2,009,931	350,341	1,659,590
Joplin Road District	0.2243	123,177	21,470	101,707
City of Joplin	0.4303	236,304	41,189	195,115
Surtax	1.0200	320,521	83,799	236,722
	5.6375	$ 2,856,274	$ 525,794	$ 2,330,480

Projected Tax Revenues and PILOT Payments
(Existing Real Property - Not Subject to Abatement)
(Projected PILOT Payments for Existing Real Property equal Projected Tax Revenues shown)

Estimated Assessed Value of Existing Real Property		$ 6,670	$ 208,205	$ 208,205	$ 212,369	$ 212,369	$ 216,616	$ 216,616	$ 220,949	$ 220,949
Taxing Jurisdiction	Tax Rate per $100	2016	2017	2018	2019	2020	2021	2022	2023	2024
State Blind Pension	0.0300	$ 2	$ 62	$ 62	$ 64	$ 64	$ 65	$ 65	$ 66	$ 66
Jasper County	0.1015	7	211	211	216	216	220	220	224	224
Sheltered Workshop	0.0857	6	178	178	182	182	186	186	189	189
Mental Health	0.0857	6	178	178	182	182	186	186	189	189
R-VIII School District	3.6600	244	7,620	7,620	7,773	7,773	7,928	7,928	8,087	8,087
Joplin Road District	0.2243	15	467	467	476	476	486	486	496	496
City of Joplin	0.4303	29	896	896	914	914	932	932	951	951
Surtax	1.0200	-	2,124	2,124	2,166	2,166	2,209	2,209	2,254	2,254
	5.6375	$ 308	$ 11,738	$ 11,738	$ 11,972	$ 11,972	$ 12,212	$ 12,212	$ 12,456	$ 12,456

Estimated Assessed Value of Existing Real Property		$ 225,368	$ 225,368	$ 229,875	$ 229,875	$ 234,472	$ 234,472	$ 239,162	$ 239,162	
Taxing Jurisdiction	Tax Rate per $100	2025	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ 68	$ 68	$ 69	$ 69	$ 70	$ 70	$ 72	$ 72	$ 1,074
Jasper County	0.1015	229	229	233	233	238	238	243	243	3,634
Sheltered Workshop	0.0857	193	193	197	197	201	201	205	205	3,069
Mental Health	0.0857	193	193	197	197	201	201	205	205	3,069
R-VIII School District	3.6600	8,248	8,248	8,413	8,413	8,582	8,582	8,753	8,753	131,054
Joplin Road District	0.2243	506	506	516	516	526	526	536	536	8,032
City of Joplin	0.4303	970	970	989	989	1,009	1,009	1,029	1,029	15,408
Surtax	1.0200	2,299	2,299	2,345	2,345	2,392	2,392	2,439	2,439	36,455
	5.6375	$ 12,705	$ 12,705	$ 12,959	$ 12,959	$ 13,218	$ 13,218	$ 13,483	$ 13,483	$ 201,794

Projected Tax Revenues Without Abatement
(Real Property Improvements)

Estimated Assessed Value of Real Property Improvements		$ 1,856,640	$1,856,640	$1,856,640	$1,856,640	$1,856,640	$1,856,640	$1,856,640	$1,856,640
Taxing Jurisdiction	Tax Rate per $100	2018	2019	2020	2021	2022	2023	2024	2025
State Blind Pension	0.0300	$ 557	$ 557	$ 557	$ 557	$ 557	$ 557	$ 557	$ 557
Jasper County	0.1015	1,884	1,884	1,884	1,884	1,884	1,884	1,884	1,884
Sheltered Workshop	0.0857	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591
Mental Health	0.0857	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591
R-VIII School District	3.6600	67,953	67,953	67,953	67,953	67,953	67,953	67,953	67,953
Joplin Road District	0.2243	4,164	4,164	4,164	4,164	4,164	4,164	4,164	4,164
City of Joplin	0.4303	7,989	7,989	7,989	7,989	7,989	7,989	7,989	7,989
Surtax	1.0200	18,938	18,938	18,938	18,938	18,938	18,938	18,938	18,938
	5.6375	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668

Estimated Assessed Value of Real Property Improvements		$ 1,856,640	$1,856,640	$1,856,640	$1,856,640	$1,856,640	$1,856,640	$1,856,640	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ 557	$ 557	$ 557	$ 557	$ 557	$ 557	$ 557	$ 8,355
Jasper County	0.1015	1,884	1,884	1,884	1,884	1,884	1,884	1,884	28,267
Sheltered Workshop	0.0857	1,591	1,591	1,591	1,591	1,591	1,591	1,591	23,867
Mental Health	0.0857	1,591	1,591	1,591	1,591	1,591	1,591	1,591	23,867
R-VIII School District	3.6600	67,953	67,953	67,953	67,953	67,953	67,953	67,953	1,019,295
Joplin Road District	0.2243	4,164	4,164	4,164	4,164	4,164	4,164	4,164	62,467
City of Joplin	0.4303	7,989	7,989	7,989	7,989	7,989	7,989	7,989	119,837
Surtax	1.0200	18,938	18,938	18,938	18,938	18,938	18,938	18,938	284,066
	5.6375	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$1,570,021

Projected PILOT Amount
(Real Property Improvements)

Estimated Assessed Value of Real Property Improvements		$ 1,856,640	$1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640
PILOT Payment		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Taxing Jurisdiction	Tax Rate per $100	2018	2019	2020	2021	2022	2023	2024	2025
State Blind Pension	0.0300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jasper County	0.1015	-	-	-	-	-	-	-	-
Sheltered Workshop	0.0857	-	-	-	-	-	-	-	-
Mental Health	0.0857	-	-	-	-	-	-	-	-
R-VIII School District	3.6600	-	-	-	-	-	-	-	-
Joplin Road District	0.2243	-	-	-	-	-	-	-	-
City of Joplin	0.4303	-	-	-	-	-	-	-	-
Surtax	1.0200	-	-	-	-	-	-	-	-
	5.6375	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Estimated Assessed Value of Real Property Improvements		$ 1,856,640	$1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	
PILOT Payment		0.00%	0.00%	50.00%	50.00%	50.00%	50.00%	50.00%	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ -	$ -	$ 278	$ 278	$ 278	$ 278	$ 278	$ 1,392
Jasper County	0.1015	-	-	942	942	942	942	942	4,711
Sheltered Workshop	0.0857	-	-	796	796	796	796	796	3,978
Mental Health	0.0857	-	-	796	796	796	796	796	3,978
R-VIII School District	3.6600	-	-	33,977	33,977	33,977	33,977	33,977	169,883
Joplin Road District	0.2243	-	-	2,082	2,082	2,082	2,082	2,082	10,411
City of Joplin	0.4303	-	-	3,995	3,995	3,995	3,995	3,995	19,973
Surtax	1.0200	-	-	9,469	9,469	9,469	9,469	9,469	47,344
	5.6375	-	-	$ 52,334	$ 52,334	$ 52,334	$ 52,334	$ 52,334	$ 261,670

Projected Tax Abatement
(Real Property Improvements)

Estimated Assessed Value of Real Property Improvements		$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640
Abatement Percentage		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Taxing Jurisdiction	Tax Rate per $100	2018	2019	2020	2021	2022	2023	2024	2025
State Blind Pension	0.0300	$ 557	$ 557	$ 557	$ 557	$ 557	$ 557	$ 557	$ 557
Jasper County	0.1015	1,884	1,884	1,884	1,884	1,884	1,884	1,884	1,884
Sheltered Workshop	0.0857	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591
Mental Health	0.0857	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591
R-VIII School District	3.6600	67,953	67,953	67,953	67,953	67,953	67,953	67,953	67,953
Joplin Road District	0.2243	4,164	4,164	4,164	4,164	4,164	4,164	4,164	4,164
City of Joplin	0.4303	7,989	7,989	7,989	7,989	7,989	7,989	7,989	7,989
Surtax	1.0200	18,938	18,938	18,938	18,938	18,938	18,938	18,938	18,938
	5.6375	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668

Estimated Assessed Value of Real Property Improvements		$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	
Abatement Percentage		100.00%	100.00%	50.00%	50.00%	50.00%	50.00%	50.00%	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ 557	$ 557	$ 278	$ 278	$ 278	$ 278	$ 278	$ 6,962
Jasper County	0.1015	1,884	1,884	942	942	942	942	942	23,556
Sheltered Workshop	0.0857	1,591	1,591	796	796	796	796	796	19,889
Mental Health	0.0857	1,591	1,591	796	796	796	796	796	19,889
R-VIII School District	3.6600	67,953	67,953	33,977	33,977	33,977	33,977	33,977	849,413
Joplin Road District	0.2243	4,164	4,164	2,082	2,082	2,082	2,082	2,082	52,056
City of Joplin	0.4303	7,989	7,989	3,995	3,995	3,995	3,995	3,995	99,864
Surtax	1.0200	18,938	18,938	9,469	9,469	9,469	9,469	9,469	236,722
	5.6375	$ 104,668	$ 104,668	$ 52,334	$ 52,334	$ 52,334	$ 52,334	$ 52,334	$ 1,308,351

Projected Tax Revenues Without Abatement
(Personal Property)

Estimated Assessed Value of Personal Property		$ 3,868,846	$ 3,337,566	$ 3,812,985	$ 2,977,069	$ 2,205,079	$ 1,470,153	$ 902,910	$ 711,662
Taxing Jurisdiction	Tax Rate per $100	2018	2019	2020	2021	2022	2023	2024	2025
State Blind Pension	0.0300	$ 1,161	$ 1,001	$ 1,144	$ 893	$ 662	$ 441	$ 271	$ 214
Jasper County	0.1015	3,927	3,388	3,870	3,022	2,238	1,492	916	722
Sheltered Workshop	0.0857	3,316	2,860	3,268	2,551	1,890	1,260	774	610
Mental Health	0.0857	3,316	2,860	3,268	2,551	1,890	1,260	774	610
R-VIII School District	3.6600	141,600	122,155	139,555	108,961	80,706	53,808	33,047	26,047
Joplin Road District	0.2243	8,678	7,486	8,553	6,678	4,946	3,298	2,025	1,596
City of Joplin	0.4303	16,648	14,362	16,407	12,810	9,488	6,326	3,885	3,062
	4.6175	$ 178,644	$ 154,112	$ 176,065	$ 137,466	$ 101,820	$ 67,884	$ 41,692	$ 32,861

Estimated Assessed Value of Personal Property		$ 599,940	$ 599,940	$ 599,940	$ 599,940	$ 599,940	$ 599,940	$ 599,940	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ 180	$ 180	$ 180	$ 180	$ 180	$ 180	$ 180	$ 7,046
Jasper County	0.1015	609	609	609	609	609	609	609	23,838
Sheltered Workshop	0.0857	514	514	514	514	514	514	514	20,127
Mental Health	0.0857	514	514	514	514	514	514	514	20,127
R-VIII School District	3.6600	21,958	21,958	21,958	21,958	21,958	21,958	21,958	859,582
Joplin Road District	0.2243	1,346	1,346	1,346	1,346	1,346	1,346	1,346	52,679
City of Joplin	0.4303	2,582	2,582	2,582	2,582	2,582	2,582	2,582	101,060
	4.6175	$ 27,702	$ 27,702	$ 27,702	$ 27,702	$ 27,702	$ 27,702	$ 27,702	$ 1,084,459

Personal Property Assessed Value (7-Year Depreciation)

		2018	2019	2020	2021	2022	2023	2024	2025
2018	13,000,000	3,868,846	3,039,963	2,388,728	1,857,948	1,327,167	796,387	433,290	433,290
2019	1,000,000		297,604	233,843	183,748	142,919	102,090	61,261	33,330
2020	4,000,000			1,190,414	935,373	734,993	571,676	408,359	245,042
	18,000,000	$ 3,868,846	$ 3,337,566	$ 3,812,985	$ 2,977,069	$ 2,205,079	$ 1,470,153	$ 902,910	$ 711,662

		2026	2027	2028	2029	2030	2031	2032
2018	13,000,000	433,290	433,290	433,290	433,290	433,290	433,290	433,290
2019	1,000,000	33,330	33,330	33,330	33,330	33,330	33,330	33,330
2020	4,000,000	133,320	133,320	133,320	133,320	133,320	133,320	133,320
	18,000,000	$ 599,940	$ 599,940	$ 599,940	$ 599,940	$ 599,940	$ 599,940	$ 599,940

Projected PILOT Amount
(Personal Property)

Estimated Assessed Value of Personal Property Acquired in 2017	$3,868,846	$3,039,963	$ 2,388,728	$ 1,857,948	$ 1,327,167	$ 796,387	$ 433,290	$ 433,290
PILOT Payment	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Estimated Assessed Value of Personal Property Acquired in 2018		$ 297,604	$ 233,843	$ 183,748	$ 142,919	$ 102,090	$ 61,261	$ 33,330
PILOT Payment		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Estimated Assessed Value of Personal Property Acquired in 2019			$ 1,190,414	$ 935,373	$ 734,993	$ 571,676	$ 408,359	$ 245,042
PILOT Payment			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Taxing Jurisdiction	Tax Rate per $100	2018	2019	2020	2021	2022	2023	2024	2025
State Blind Pension	0.0300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jasper County	0.1015	-	-	-	-	-	-	-	-
Sheltered Workshop	0.0857	-	-	-	-	-	-	-	-
Mental Health	0.0857	-	-	-	-	-	-	-	-
R-VIII School District	3.6600	-	-	-	-	-	-	-	-
Joplin Road District	0.2243	-	-	-	-	-	-	-	-
City of Joplin	0.4303	-	-	-	-	-	-	-	-
	4.6175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Estimated Assessed Value of Personal Property Acquired in 2017	$ 433,290	$ 433,290	$ 433,290	$ 433,290	$ 433,290	$ 433,290	$ 433,290	
PILOT Payment	0.00%	0.00%	50.00%	50.00%	50.00%	50.00%	50.00%	
Estimated Assessed Value of Personal Property Acquired in 2018	$ 33,330	$ 33,330	$ 33,330	$ 33,330	$ 33,330	$ 33,330	$ 33,330	
PILOT Payment	0.00%	0.00%	0.00%	50.00%	50.00%	50.00%	50.00%	
Estimated Assessed Value of Personal Property Acquired in 2019	$ 133,320	$ 133,320	$ 133,320	$ 133,320	$ 133,320	$ 133,320	$ 133,320	
PILOT Payment	0.00%	0.00%	0.00%	0.00%	50.00%	50.00%	50.00%	

Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ -	$ -	$ 65	$ 70	$ 90	$ 90	$ 90	$ 405
Jasper County	0.1015	-	-	220	237	304	304	304	1,370
Sheltered Workshop	0.0857	-	-	186	200	257	257	257	1,157
Mental Health	0.0857	-	-	186	200	257	257	257	1,157
R-VIII School District	3.6600	-	-	7,929	8,539	10,979	10,979	10,979	49,405
Joplin Road District	0.2243	-	-	486	523	673	673	673	3,028
City of Joplin	0.4303	-	-	932	1,004	1,291	1,291	1,291	5,808
	4.6175	$ -	$ -	$ 10,004	$ 10,773	$ 13,851	$ 13,851	$ 13,851	$ 62,330

Projected Tax Abatement
(Personal Property)

Estimated Assessed Value of Personal Property									
Acquired in 2017	$3,868,846	$3,039,963	$ 2,388,728	$ 1,857,948	$ 1,327,167	$ 796,387	$ 433,290	$ 433,290	
PILOT Payment	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	
Estimated Assessed Value of Personal Property									
Acquired in 2018		$ 297,604	$ 233,843	$ 183,748	$ 142,919	$ 102,090	$ 61,261	$ 33,330	
PILOT Payment		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	
Estimated Assessed Value of Personal Property									
Acquired in 2019			$ 1,190,414	$ 935,373	$ 734,993	$ 571,676	$ 408,359	$ 245,042	
PILOT Payment			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	

Taxing Jurisdiction	Tax Rate per $100	2018	2019	2020	2021	2022	2023	2024	2025
State Blind Pension	0.0300	$ 1,160.65	$ 1,001.27	$ 1,143.89	$ 893.11	$ 661.53	$ 441.05	$ 270.88	$ 213.50
Jasper County	0.1015	3,927	3,388	3,870	3,022	2,238	1,492	916	722
Sheltered Workshop	0.0857	3,316	2,860	3,268	2,551	1,890	1,260	774	610
Mental Health	0.0857	3,316	2,860	3,268	2,551	1,890	1,260	774	610
R-VIII School District	3.6600	141,600	122,155	139,555	108,961	80,706	53,808	33,047	26,047
Joplin Road District	0.2243	8,678	7,486	8,553	6,678	4,946	3,298	2,025	1,596
City of Joplin	0.4303	16,648	14,362	16,407	12,810	9,488	6,326	3,885	3,062
	4.6175	$ 178,644	$ 154,112	$ 176,065	$ 137,466	$ 101,820	$ 67,884	$ 41,692	$ 32,861

Estimated Assessed Value of Personal Property								
Acquired in 2017	$ 433,290	$ 433,290	$ 433,290	$ 433,290	$ 433,290	$ 433,290	$ 433,290	
PILOT Payment	100.00%	100.00%	50.00%	50.00%	50.00%	50.00%	50.00%	
Estimated Assessed Value of Personal Property								
Acquired in 2018	$ 33,330	$ 33,330	$ 33,330	$ 33,330	$ 33,330	$ 33,330	$ 33,330	
PILOT Payment	100.00%	100.00%	100.00%	50.00%	50.00%	50.00%	50.00%	
Estimated Assessed Value of Personal Property								
Acquired in 2019	$ 133,320	$ 133,320	$ 133,320	$ 133,320	$ 133,320	$ 133,320	$ 133,320	
PILOT Payment	100.00%	100.00%	100.00%	100.00%	50.00%	50.00%	50.00%	

Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ 179.99	$ 179.99	$ 115.00	$ 110.00	$ 90.00	$ 90.00	$ 90.00	$ 6,641
Jasper County	0.1015	609	609	389	372	304	304	304	22,468
Sheltered Workshop	0.0857	514	514	328	314	257	257	257	18,971
Mental Health	0.0857	514	514	328	314	257	257	257	18,971
R-VIII School District	3.6600	21,958	21,958	14,029	13,419	10,979	10,979	10,979	810,177
Joplin Road District	0.2243	1,346	1,346	860	822	673	673	673	49,651
City of Joplin	0.4303	2,582	2,582	1,649	1,578	1,291	1,291	1,291	95,251
	4.6175	$ 27,702	$ 27,702	$ 17,699	$ 16,929	$ 13,851	$ 13,851	$ 13,851	$ 1,022,129

Projected Tax Revenues Without Project

Estimated Assessed Value of Existing Real Property		$ 6,670	$ 6,803	$ 6,803	$ 6,939	$ 6,939	$ 7,078	$ 7,078	$ 7,220	$ 7,220	$ 7,364	$ 7,364	$ 7,512	$ 7,512	$ 7,662	$ 7,662	$ 7,815	$ 7,815	
Taxing Jurisdiction	Tax Rate per $100	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 37
Jasper County	0.1015	7	7	7	7	7	7	7	7	7	7	7	8	8	8	8	8	8	125
Sheltered Workshop	0.0857	6	6	6	6	6	6	6	6	6	6	6	6	6	7	7	7	7	106
Mental Health	0.0857	6	6	6	6	6	6	6	6	6	6	6	6	6	7	7	7	7	106
R-VIII School District	3.6600	244	249	249	254	254	259	259	264	264	270	270	275	275	280	280	286	286	4,519
Joplin Road District	0.2243	15	15	15	16	16	16	16	16	16	17	17	17	17	17	17	18	18	277
City of Joplin	0.4303	29	29	29	30	30	30	30	31	31	32	32	32	32	33	33	34	34	531
Surtax	1.0200	-	69	69	71	71	72	72	74	74	75	75	77	77	78	78	80	80	1,191
	5.6375	$ 308	$ 384	$ 384	$ 391	$ 391	$ 399	$ 399	$ 407	$ 407	$ 415	$ 415	$ 423	$ 423	$ 432	$ 432	$ 441	$ 441	$ 6,892

AJINOMOTO WINDSOR

Paul Taylor
General Counsel
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F: 503-715-4963
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Ajinomoto Windsor, Inc.
7124 N. Marine Dr.
Portland, OR 97203
www.ajinomotowindsor.com

October 25, 2017

Joplin City Council
602 S. Main St.
Joplin, MO 64801

Re: Ajinomoto Windsor, Inc./DEF, LLC
Additional Chapter 100 Bonds

Dear Joplin City Council Members:

Late last year the City of Joplin and State of Missouri approved the issuance of bonds to DEF, LLC ("DEF"), the wholly owned subsidiary of Ajinomoto Windsor, Inc. ("AWI"), in the amount of about $44 million for the construction of a new frozen food production facility in Crossroads Park. The purpose of this letter is to request that the city issue an additional $10 million in bonds for the completion of this project.

After receipt of approval for the bonds, AWI began construction of its new production facility. We are happy to report that great progress has been made and we are on schedule to begin operations by the end of the year.

However, due to a number of changes in the project plan, our budget for this project now looks like it will exceed the original budget by approximately $10 million. This spending falls into two groups; production equipment and building.

Production Equipment

There are two main reasons for the additional spending in equipment and both are good for the plant and good for the State of Missouri. The total equipment spending increase is $3.7 million. Because we are able to sell Piedmont to Tasty Brands, we had several pieces of equipment that needed to stay as part of the purchase. The cost of a new extruder, vegetable processing equipment, and all maintenance shop equipment is $1.7 million. Although, this will provide AWI with some improvements, the main reason for this spend is directly related to the sale of Piedmont. The State of Missouri receives a direct benefit from this.

The balance of the equipment spend of about $2 million is for other purposes that help us stay more competitive in the market place and allow us to be more creative with products to meet the market's needs.

Building

About $6.3 million of the additional spending is related to the building. A fairly large part of this increased spend is related to the Food Safety Modernization Act, a new law that has radically altered the food production industry. For example, we have had to rework our plan to completely separate the air systems for each room and the individual clean equipment storage rooms are two of the biggest costs. We also did some work for allergen control and for new organic needs. We also added a great deal of site security to the plant including 65 additional cameras and enhanced door control. This is related to our Safe Quality Foods Level III requirements and our new security policy. We have also incurred some extra costs related to improved energy efficiency for the HVAC/refrigeration/compressed air systems.

Based on these added expenditures, we respectfully request an additional issuance of bonds in the amount of $10 million to cover our expanded project.

Please let us know if you have any questions or require any additional information.

Sincerely,



Paul Taylor

P & Z Case 029-17
Jill Sullivan & Glendola Flake
(P & Z Recommended Approval)

Case 029-17: A parcel located approximately 85 feet north of E. 7th St. and 20 feet east of S. Minnesota Ave. – A request to apply District HP (Historic Overlay District) to the Lincoln School Site – Jill Sullivan and Glendola Flake.

Mr. Duncan opened the public hearing and asked if there was anyone to speak on this case.

Jill Sullivan, 1721 N. Sergeant, Joplin, MO 64801. I worked with Glendola Flake on this nomination for Unity Baptist Church, who currently owns the property. This is to recognize the former Lincoln School. History about the school is that it was in the R-8 School District and for Joplin's African American community and a Community Center. The school opened in1908. Then in 1926, 1930, and then in 1950 the building was updated. The school was used as a Special Education facility after desegregation. It closed in 1975 and changed hands over the years. Served as an anchor for Joplin's African American Community as well as surrounding communities they brought their children to the school. The preservation commission feel it needs recognition for those reason, but also because it meets criteria 3, Its identification with a person or persons who significantly contributed to the development of the community, country, state, or country. Lincoln School is associated with two people, Marion Dial and Melissa Cuther.

Marion was the first principal of Lincoln School and in 1954 was elected to the Joplin City Council. He was the first African American in the state of Missouri to be elected to a city or state office.

Melissa Cuther is honored on the memorial on the Lincoln School property. She came to Joplin in 1905. Accomplished woman, leader and an educator. In 1962, she founded the George Washington Carver nursery school. She started the first African American branch of the Girl Scouts. Crucial items for her were the George Washington Carver Memorial and the location of Ewert Park.

Mr. Duncan asked if there was anyone else who would like to speak in favor of this designation. There were none.,

Anyone here to speak in opposition of the designation request. There were none.

Mr. Duncan Closed the Public Hearing.

MR. CORTEZ MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 029-17 BE FORWARD TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MS. BRUECKNER-SEARS MR. DERMOTT, MRS. KOELKENBECK, AND MS. STEELE VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: October 9, 2017
City Council Meeting: November 6, 2017

STAFF PLANNING REPORT

CASE 029-17 A request to apply District HP (Historic Overlay District) and list as a local landmark, the Lincoln School Site

APPLICANT Jill Sullivan and Glendola Flake

LOCATION 85 feet north of East 7th Street and 20 feet east of South Minnesota Avenue

PRESENT ZONING M-2 (Heavy Industrial)

REQUESTED OVERLAY ZONING DISTRICT HP (Historic Overlay District)

STAFF ANALYSIS

This is a request by Jill Sullivan and Glendola Flake to nominate the Lincoln School Site as a local historic landmark. The property is located approximately 85 feet north of East 7th Street and 20 feet east of South Minnesota Avenue. The currently vacant parcel (which sits to the south of Unity Baptist) is the former site of Lincoln School. The lot currently contains a small memorial to Melissa Cuther, the founder of Carver Nursery School.

The site serves as the former home of Lincoln School, a Joplin R-8 Facility that predated desegregation. The school served as the only school for African American students in the Joplin area for 65 years. The school served as an anchor for African Americans in Joplin; both in its role as a school and as a community center.

Lincoln School is associated with two individuals who had a large impact on the history of Joplin, Marion Dial and Melissa Cuther.

Marion Dial served as both the principal of Lincoln School and as a city councilman. In fact, Mr. Dial was the first African American in the state to be elected to a city or state office in 1954 when he was elected to the Joplin City Council. Marion Dial's impact as a citizen, education, and statesmen is exemplary.

Melissa Cuther is honored on the memorial on the Lincoln School property. From the application: "Her accomplishments as a community leader and educator were impressive during a time when blacks were barred from many places of work and education."

Per the regulations of the historic preservation ordinance, the structure must meet one or more of the criteria for nomination as a local historic landmark.

The criteria include:

A. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;

B. Its location as a site of a significant local, county, state, or national event;

C. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;

D. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;

E. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;

F. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;

G. Its embodiment of design elements that make it structurally or architecturally innovative;

H. Its unique location or singular physical characteristics that make it an established or familiar visual feature;

I. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or

J. Its suitability for preservation or restoration.

Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. (Ord. No. 86-31, § 1, 3-17-86)

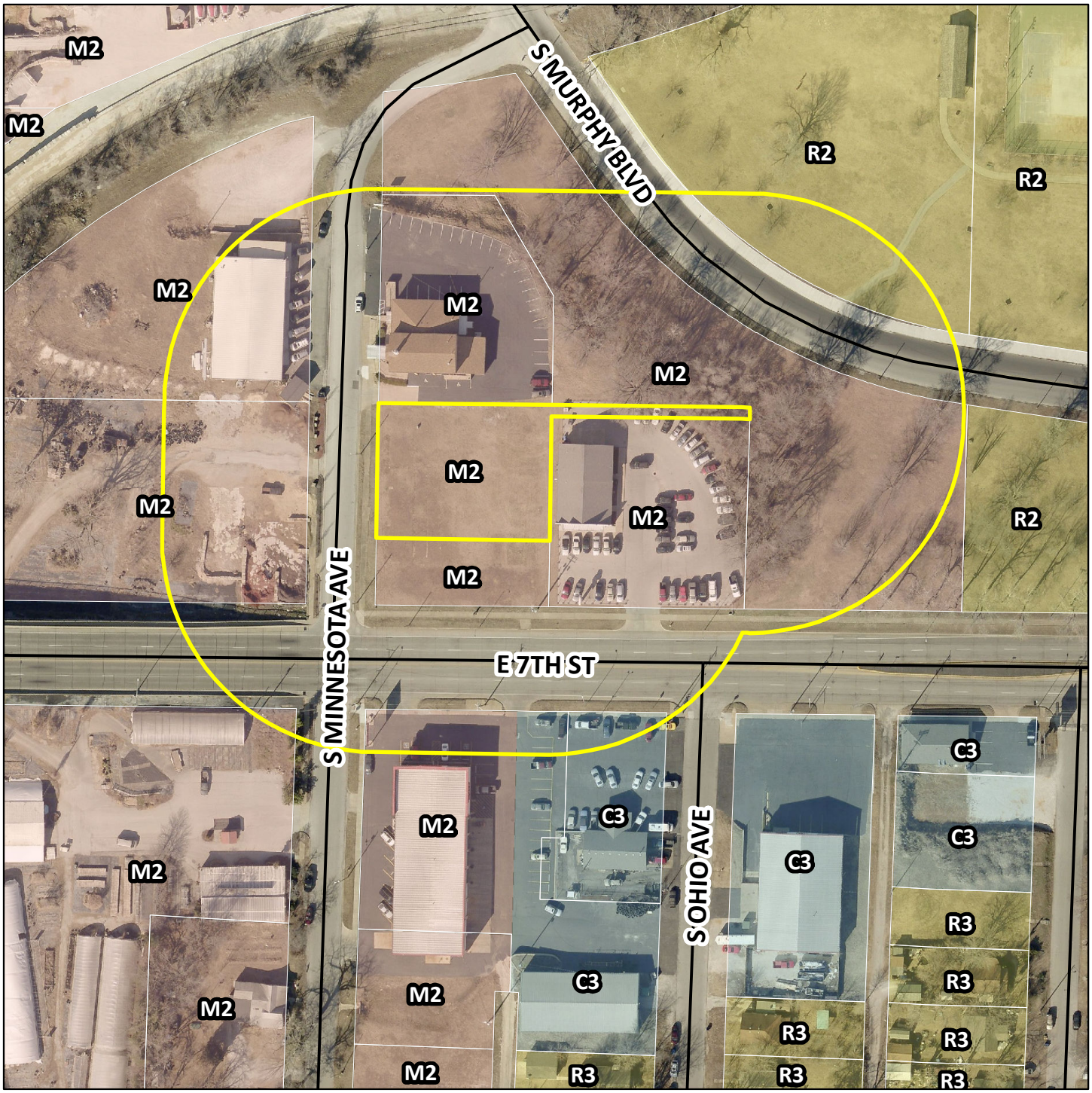
After review, staff believes the Lincoln School Site meets Criteria A and C.

The Historic Preservation Committee recommended approval of Case 029-17.

Staff recommends approval of Case 029-17.

ENCLOSURES

- **Local Landmark Application**
- **HPC Staff Report**



Case 029-17: A parcel located approximately 85 feet north of E. 7th St. and 20 feet east of S. Minnesota Ave. – A request to apply District HP (Historic Overlay District) to the Lincoln School Site – Jill Sullivan and Glendola Flake.

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 6, 2017

Item: COUNCIL BILL NO. 2017-278
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-278
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 10/09/17

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in Favor, 0 Nay."

SUMMARY/REQUEST:
Case 029-17: A parcel located approximately 85 feet north of E. 7th St. and 20 feet east of S. Minnesota Ave. – A request to apply District HP (Historic Overlay District) to the Lincoln School Site – Jill Sullivan and Glendola Flake.

STAFF SUMMARY:
The currently vacant parcel (which sits to the south of Unity Baptist) is the former site of Lincoln School. The lot currently contains a small memorial to Melissa Cuther, the founder of Carver Nursery School.

The site serves as the former home of Lincoln School, a Joplin R-8 Facility that predated desegregation. The school served as the only school for African American students in the Joplin area for 65 years. The school served as an anchor for African Americans in Joplin; both in its role as a school and as a community center.

Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. (Ord. No. 86-31, § 1, 3-17-86)

After review, staff believes the Lincoln School Site meets Criteria A and C:

Criteria A. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;

Criteria C. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;

The Historic Preservation Committee recommended approval of Case 029-17.

Staff recommends approval of Case 029-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Jill Sullivan, 721 North Sergeant, Joplin, MO. She spoke in support of the nomination. She is also representing the Historic Preservation Commission. Ms. Sullivan gave details on the history about the school. It was in the R-8 School District and for Joplin's African American community and a Community Center. The school opened in1908. Then in 1926, 1930, and then in 1950 the building was updated. The school was used as a Special Education facility after desegregation. It closed in 1975 and changed hands over the years. Served as an anchor for Joplin's African American Community as well as surrounding communities brought their children to the school.

PUBLIC COMMENT: None.

COUNCIL BILL NO. 2017-278 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the Lincoln School Site as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located 85' north of East 7th Street and 20' east of South Minnesota Avenue in the City of Joplin, Jasper County, Missouri.

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

BEGINNING AT A POINT 230 FEET NORTH AND 503 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 27, RANGE 33 WEST; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 2 A DISTANCE OF 319 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 10 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 2 A DISTANCE OF 171 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 110 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 2 A DISTANCE OF 148 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 110 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEED FOR ROAD RIGHT-OF-WAY, BEING A PART OF MISCELLANEOUS TRACT EIGHT (M-8) AND MISCELLANEOUS TRACT EIGHTEEN (M-18) IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY MISSOURI; more generally described as a parcel located approximately 85 feet north of East 7th Street and 20 feet east of South Minnesota Avenue; otherwise known as the Lincoln School Site.

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by including in a Historic Preservation Overlay District.

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

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

P & Z Case 030-17
David Glenn
(P & Z Recommended Approval)

Case 030-17: 2013 S. Delaware – A request to rezone from R-1 (Single-Family Residential) to C-1 (Neighborhood Commercial) for the construction of commercial office space – David Glenn.

Mr. Seth Dermott excused himself from Case 030-17 because he works with Mr. Glenn.

David Glenn, 3310 S. Highland Avenue, Joplin, MO. This request is to rezone a parcel of land a little over half is zoned C-1 and the other approximate 40% is zone R-1. The intent is to have this property rezoned to C-1 for construction of single use commercial building.

Mr. Duncan asked if this was for a commercial building.

Mr. Glenn can't move forwarded with any plans until he knows that it will be rezoned. The land is small so it will only accommodate a 4,000-sq. ft. or 4,500 sq. ft. facility. The parking will be designed to the City code.

Mr. Duncan asked if there was anyone else who would like to speak in favor of this designation. There were none.

Anyone here to speak in opposition of the designation request. There were none.

Mr. Duncan Closed the Public Hearing.

MRS. BRUCKNER-SEARS MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 030-17 BE FORWARD TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MS. BRUECKNER-SEARS MR. DERMOTT, MRS. KOELKENBECK, AND MS. STEELE VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: October 9, 2017
City Council Meeting: November 6, 2017

STAFF PLANNING REPORT
Rezoning

CASE 030-17 A request to rezone from R-1 (Single-Family Residential) to C-1 (Neighborhood Commercial) for the construction of commercial office space.

LOCATION 2013 S. Delaware

APPLICANT David Glenn

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single Family, vacant lot with commercial space to the north	.14 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-1	R2-PD	R-1	R-2
Land Use	Office Space	Multi-Family Development	Vacant Parcel	Multi-Family Development

FUTURE LAND USE

The City of Joplin's future land use map classifies the 20th Street Area as future commercial development.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Delaware Ave.	Secondary	60'

UTILITIES N/A – Utilities do not need to be extended to the property.

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

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

Currently, the property is zoned R-1, which does not allow for commercial development. The applicant would like to have the property rezoned in order to construct commercial office or light retail space. The applicant acquired property to the north of the parcel in question, which is currently zoned C-1.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property.

DISCUSSION

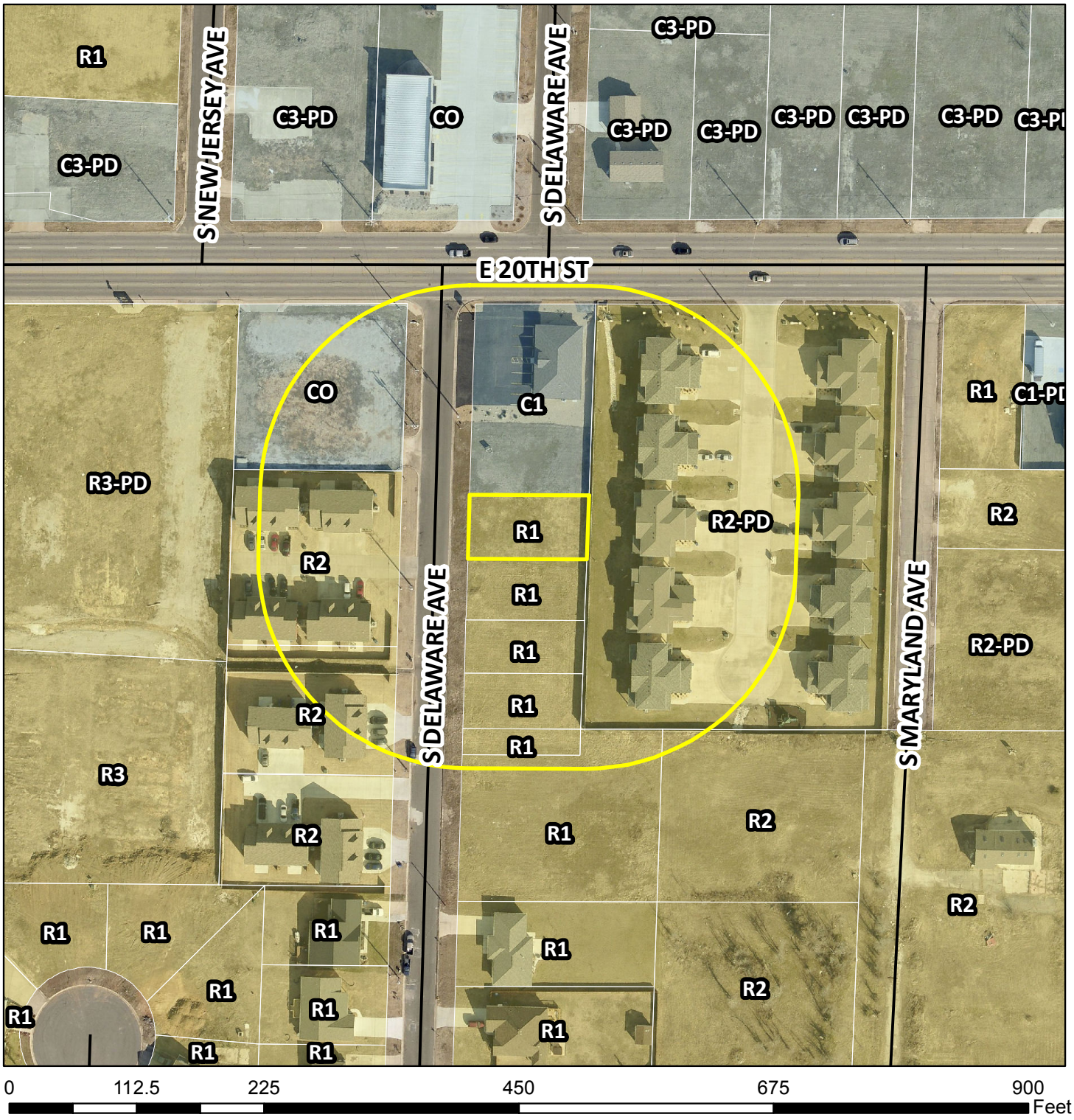
This property consists of .14 Acres located at 2013 S. Delaware Ave. The property is currently zoned R-1, with a mix of uses surrounding it. To the south is a vacant R-1 lot, and there is multi-family development to the east and west. The applicant, David Glenn, acquired an approximately 60' by 105' lot to the north of 2013 S Delaware as well. This portion of his property is currently zoned C-1. Using both lots, Mr. Glenn would like to develop new commercial office space.

This use is appropriate for the subject property and matches existing uses of the area. This property is subject to the City of Joplin's Zoning Code requirements.

Staff recommends approval of Case 030-17.

ATTACHMENTS

- Application
- Map



Case 030-17: 2013 S. Delaware – A request to rezone from R-1 (Single-Family Residential) to C-1 (Neighborhood Commercial) for the construction of commercial office space – David Glenn.

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 6, 2017

Item: COUNCIL BILL NO. 2017-279
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Council Bill 2017-279
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 10/09/17

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "7 in Favor, 0 Nay."

SUMMARY/REQUEST:
Case 030-17: 2013 S. Delaware – A request to rezone from R-1 (Single-Family Residential) to C-1 (Neighborhood Commercial) for the construction of commercial office space – David Glenn

STAFF SUMMARY:
This property consists of .14 Acres and the property is currently zoned R-1, with a mix of uses surrounding it. David Glenn, acquired an approximately 60' by 105' lot to the north of 2013 S. Delaware. This portion of his property is currently zoned C-1. Using both lots, Mr. Glenn would like to develop new commercial office space.

This use is appropriate for the subject property and matches existing uses of the area. This property is subject to the City of Joplin's Zoning Code requirements.

Staff recommends approval of Case 030-17.

PLANNING & ZONING COMMISSION TESTIMONY:
David Glenn, 3310 S. Highland Avenue, Joplin, MO. This request is to rezone a parcel of land a little over half is zoned C-1 and the other approximate 40% is zone R-1. The intent is to have this property rezoned to C-1 for construction of single use commercial building.

PUBLIC COMMENT: None.

COUNCIL BILL NO. 2017-279 ORDINANCE NO.

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

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

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

The property described as follows: ALL OF MISCELLANEOUS LOT 6 IN THE NORTHEAST QUARTER (NE ¼) OF SECTION 13, TOWNSHIP 27, RANGE 33, JOPLIN, JASPER COUNTY, MISSOURI; more generally described as 2013 S. Delaware.

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

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

P & Z Case 031-17
Hiland Dairy Foods
(P & Z Recommended Approval)

Case 031-17:

a. Case 031-17: A portion of 6th Street between S. Maiden Ln. and S. Porter Ave. – A request to vacate 510' of public right of way, more commonly known as 6th Street – Hiland Dairy Foods.

Ted Barlows, 5314 S. Whitmore, Springfield, MO 64810. He is requesting to vacate 510' of public right of way. The idea started in 2006 when the City closed 6th Street between Porter and Maiden Lane for a drainage project. Vacating this street would accomplish several things which is fencing the property for security purposes, enhance visual, and noise pollution. The recommendation for fencing will be am 8' composite fence about 630' against all residential neighborhoods. Then the non-residential will have chain link fencing.

Mrs. Steele asked if the east part was going to fenced with chain link?

Mr. Barlows stated that the parts of 6th Street and southwest will be chain link. North of 6th Street and goes east to west will be the composite fencing. There is no plans for barbwire on top of fence.

Mr. Duncan asked if there was anyone to speak in favor of this zoning request. There was none. Is there anyone to speak in opposition of this request? There was not.

Mr. Duncan Closed the Public Hearing.

MRS. KOELKENBECK MOVED, SECONDED BY MR. CORTEZ, THAT CASE 031-17 BE FORWARD TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MS. BRUECKNER-SEARS MR. DERMOTT, MRS. KOELKENBECK, AND MS. STEELE VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: October 9, 2017
City Council Meeting: November 6, 2017

STAFF PLANNING REPORT
Vacation

CASE 031-17 A request for the vacation of approximately 510 feet of 6th Street, a 60-foot wide designated right of way.

APPLICANT Hiland Dairy Foods

REPRESENTATIVE Robert Barchak

LOCATION 6th Street, between Maiden Lane and Porter Avenue

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street	60' x 510'

REASON FOR VACATION

The applicant is requesting the vacation of 6th Street between Maiden Lane and Porter Avenue.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT? Yes.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT? All existing utilities (water, gas, electric) will remain in the easement. Signed letters from all interested parties are included within the packet.

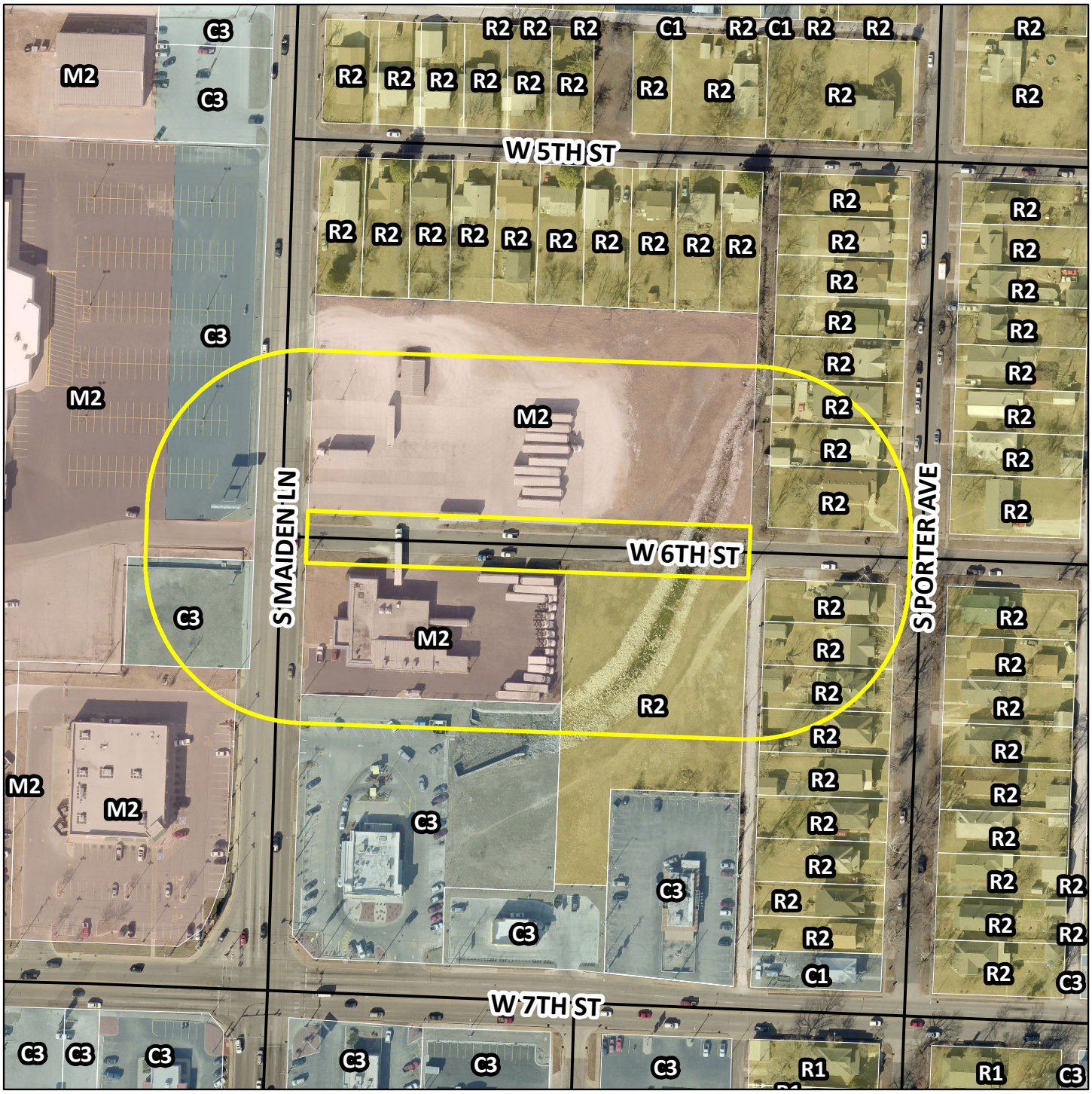
DISCUSSION

This vacation request is for the 6th Street right-of-way located S Maiden Lane and S Porter Avenue. The request will vacate the street, but leave all utility easements in place. The vacation is limited to the portion of 6th Street right-of-way abutting Hiland Dairy Foods.

Staff recommends approval of Case 031-17.

ENCLOSURES

- Application
- Property Owner Information
- Maps detailing exact location



Case 031-17: A portion of 6th Street between S. Maiden Ln. and S. Porter Ave. – A request to vacate 509’ of public right of way, more commonly known as 6th Street – Hiland Dairy Foods (Robert Barchak).

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 6, 2017

Item: COUNCIL BILL NO. 2017-280
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Council Bill 2017-280
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 10/09/17

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "7 in Favor, 0 Ney."

SUMMARY/REQUEST:
Case 031-17: A portion of 6th Street between S. Maiden Ln. and S. Porter Ave. – A request to vacate 510' of public right of way, more commonly known as 6th Street – Hiland Dairy Foods.

STAFF SUMMARY:
The request will vacate the street, but leave all utility easements in place. The vacation is limited to the portion of 6th Street right-of-way abutting Hiland Dairy Foods.

Staff recommends approval of Case 031-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Ted Barlows, 5314 S. Whitmore, Springfield, MO 64810. He is requesting to vacate 510' of public right of way. Vacating this street would accomplish several things which is fencing the property for security purposes, enhance visual, and noise pollution. The recommendation for fencing will be an 8' composite fence about 630' against all residential neighborhoods. Then the non-residential will have chain link fencing.

PUBLIC COMMENT: None.

COUNCIL BILL NO. 2017-280 ORDINANCE NO.

AN ORDINANCE providing for the vacation of approximately 510 feet of 6th Street, a 60-foot wide designated right of way, in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of 6th Street between Maiden Lane and Porter Avenue in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> BEGINNING ON THE EAST RIGHT-OF-WAY LINE OF MAIDEN LANE AND EXTENDING EAST A DISTANCE OF 509 FEET TO THE WEST LINE OF THE ALLEY LYING WEST OF AND RUNNING PARALLEL WITH PORTER AVENUE, ALL LOCATED IN THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; more generally described as located east of Maiden Lane at the intersection of 6th Street and Maiden Lane.

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

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

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES October 16, 2017

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

INVOCATION - read by City Clerk Barbara Hogelin

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

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

PRESENTATIONS
Proclamation presentation recognizing Chuck D. Brown for his service to the City of Joplin.
Mayor Michael Seibert presented Chuck D. Brown, former municipal judge for the City of Joplin, with a proclamation to recognize his 29 years of dedicated service to the City of Joplin.

Proposal for the Use of Joe Becker Stadium, by Craig Puckett.
Craig Puckett, Broken Arrow, OK, presented a lease proposal for the use of Joe Becker Stadium. Mr. Puckett stated that the Southwest League of Professional Baseball had expressed interest in working with the City of Joplin to bring baseball back to Joplin. Tom Hill, a representative for the Southwest League of Professional Baseball, toured Joplin earlier today and stated he saw opportunities for bringing baseball and other events to Joe Becker. He stated there was potential for economic development around the stadium as well. Another representative of the league, Karen Casey, is an events coordinator that can assist the city in organizing events that could bring non-traditional revenue and people to the community. Her job is to guide each stadium in a platform of booking concerts, festivals, car shows, weddings, and corporate team building. She travels across the country working with minor league stadiums to partner stadiums with national and local charities to utilize the stadium during the times when ballgames are not scheduled. After her presentation, Mr. Hill told the council he would like to know by November 15, 2017, if the city is interested in pursuing this opportunity. After some discussion, Mr. Stanley made a motion, with a second by Mr. West, to direct city staff to request the financials from the Southwest League of Professional Baseball, and for the Finance Director to provide the expenses for operating Joe Becker Stadium. The motion passed 9-0.

Fire Ops 101 presentation by Jeremie Humphrey, President of Firefighters Local 59.
Fire Ops 101 is a volunteer program that educates the public on the life and duties of firefighters. Four council members, Taylor Brown, Melodee Colbert-Kean, Dan McCreary and Jim West, were among those invited to participate in this program on Saturday, October 14. The four council members thanked the Fire Department for the great experience and commended the Fire Dept. for all they do to serve and protect our community.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS
Request from Ryan Stapp, 2301 Windsor, to address council regarding the constant blocking of Windsor St. by delivery vehicle to Shamrock Bolt, 2404 North Florida. Mr. Stapp withdrew his request to address the council.

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

Minutes of the October 2, 2017 Council Meeting

Minutes of the October 9, 2017 Special Council Meeting

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. **Ordinance No. 2017-150**

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. **Ordinance No. 2017-151**

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. **Ordinance No. 2017-152**

RESOLUTIONS

ORDINANCES – EMERGENCIES
Mr. Stanley introduced 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. Motion by Mr. Stanley, second by Mr. Stinnett that Council Bill No. 2017-010 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-153**

Mr. Stinnett introduced 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. Motion by Mr. Stinnett, second by Mr. Brown that Council Bill No. 2017-158 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-154**

Mr. West introduced 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. Motion by Mr. West, second by Mr. Stinnett that Council Bill No. 2017-159 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-155**

Mr. Stinnett introduced 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. Motion by Mr. Stinnett, second by Mr. West to approve Council Bill No. 2017-160 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-156**

Mr. Stanley introduced 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. Motion by Mr. Stanley, second by Mr. Shaw that Council Bill No. 2017-161 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-157**

Mr. Stanley introduced 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. Motion by Mr. Stanley, second by Mr. McCreary to approve Council Bill No. 2017- 162 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-158**

Mr. Stanley introduced 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 Motion by Mr. Stanley, second by Mr. Stinnett to approve Council Bill No. 2017- 163 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-159**

Mr. Stinnett introduced 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. Motion by Mr. Stinnett, second by Mr. Shaw to approve Council Bill No. 2017- 277 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-160**

Mr. West introduced 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. Motion by Mr. West, second by Mr. McCreary to approve Council Bill No. 2017- 457 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-161**.

Mr. Brown introduced 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 Motion by Mr. Brown, second by Mr. Stinnett to approve Council Bill No. 2017-458 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-162**

Mr. Brown introduced 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. Motion by Mr. Brown, second by Mr. Stinnett to approve Council Bill No. 2017- 459 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-163**

Mr. Shaw introduced 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 2016-517 on October 17, 2016, to adjust appropriations; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Stinnett to approve Council Bill No. 2017-517 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-164**

Mr. Stanley introduced 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. Motion by Mr. Stanley, second by Mr. McCreary to approve Council Bill No. 2017- 518 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-165**

Mr. McCreary introduced 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. Motion by Mr. McCreary, second by Mr. Stanley to approve Council Bill No. 2017- 519 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-166**

Mr. West introduced 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. Motion by Mr. West, second by Mr. Stanley to approve Council Bill No. 2017- 520 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-167**

Mr. West Council Bill No. 2017-615 - AN ORDINANCE approving an Agreement for grant money by and between the City of Joplin, Missouri and the Missouri Highways and Transportation Commission, Blueprint for Safer Roadways Program Agreement; and containing an emergency clause. Motion by Mr. West, second by Mr. Stanley to approve Council Bill No. 2017- 615 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2017-168**

ORDINANCES – FIRST READING

Mr. Stinnett introduced 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. Motion by Mr. Stinnett, second by Mr. West that Council Bill No. 2017-003 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Shaw, Seibert, Stanley, Stinnett and West, 9. Nays: 0. The bill was read as **Council Bill No. 2017-003**

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS:

News from the PIO
The City reminds residents that the tree limb drop-off site will be open this Saturday, October 21. Residents cleaning up their yards can bring their tree limbs and brush from 8 a.m. to 2 p.m. to the drop off site at 1702 North Schifferdecker, which is ½ mile north of Belle Center Road on the west side of Schifferdecker. This is a free drop-off service for Joplin residents and has no load limits, however leaves and grass clippings are not accepted. Please note that this is the LAST scheduled drop off date for 2017.

Many fun activities are scheduled in our community each month. Some organizations have their own email blasts, others list items on calendars, and often groups use Facebook and the Convention and Visitors Bureau's Event listing. So if you're looking for something to do, check out Facebook and websites, and don't forget Joplin Parks and Recreation Facebook page – they always have something going on for children, adults, and families and list these activities on their page. Here's a hint for this week's fun community activity – it's Third Thursday! So, come downtown and enjoy the fun!

Speaking of fun, Christmas is just around the corner! Mark your calendar for Joplin's Christmas Parade for Tuesday, December 5. The Main Street construction will be substantially completed so Santa can ride the Joplin Firetruck to greet parade goers! Watch for more announcements about the Christmas Parade later this week in the news media.

Mr. West stated he was interested in being appointed as the council liaison for Historic Preservation.

Mr. Stinnett acknowledged two of his friends that were present at the meeting tonight. He stated he appreciated their time and attendance.

Mr. Stinnett stated he would like to have public comment on Joe Becker Stadium at a future meeting.

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

The meeting adjourned at 8:30 p.m.

Respectfully,

Barbara J. Golfhofer

Barbara J. Golfhofer, Assistant City Clerk, MRCC

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: November 06, 2017

ITEM: Council Bill No. 2017-011 approving a Purchase Order(s) to cover the annual support payment with Superion for software maintenance, upgrades and related systems.

ORIGINATING DEPARTMENT: Information Technology Dept.

ATTACHMENTS: Council Bill No. 2017-011, SunGard Invoices (2)

DEPT. HEAD:	Mark A. Morris	**DATE:**
FINANCE DEPT:	Leslie Haase	**DATE:**
LEGAL DEPT:	Peter C. Edwards	**DATE:**
CITY MANAGER:	Samuel L. Anselm	**DATE:**

INTRODUCTION:

This Council Bill approves the issuance of a Purchase Order(s) to Superion (formerly SunGard Public Sector) to cover the annual support payment for technical activities for both General Government (Financials) and Public Safety (OSSI).

DISCUSSION:

Superion has been the City's primary software provider for over seventeen years. In 2009, the Public Safety Systems were upgraded with Council's approval to SunGard OSSI. Along with that is the annual support payment to cover technical upgrades and day-to-day support activities. As Superion is the sole source for this software, there are no bids required. The amounts of $135,141.97 and $213,897.76 were budgeted and approved for FY2018 by Council during the budget process.

RECOMMENDATION:

Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

MAM
attachments

COUNCIL BILL NO. 2017-011 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to Superion to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and containing an emergency clause.

WHEREAS, SunGard (Now SUPERION) has been the City's primary software provider for more than 15 years; and,

WHEREAS, in the FY2017 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to Superion covering the annual support payment for the Public Safety and Financial software and related systems, be and the same is, hereby approved.

Section 2. That Fiscal Year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 and reflected an appropriation in the total amount of Three Hundred Forty-Nine Thousand, Thirty-Nine Dollars, Seventy-Three Cents ($349,039.73) for payment of support for technical activities.

Section 3. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Ordinance approves an appropriation that is budgeted with payment due on November 1, 2017.

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

SUPERION

1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.Superion.com

Invoice

Company	Document No	Date	Page
LG	145377	29/Sep/2017	1 of 5

Bill To: City of Joplin
602 S. Main Street
JOPLIN, MO 64801
United States
Attn: Mark Morris 417-624-0820 x 243

Ship To: City of Joplin
602 S. Main Street
JOPLIN, MO 64801
United States
Attn: Mark Morris 417-624-0820 x 243

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1681LG	City of Joplin		USD	NET30	29/Oct/2017

No	SKU Code/Description/Comments	Units	Rate	Extended
	Contract No. 00003784			
51	QRep Catalog for CX Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	334.18	334.18
	Contract No. 00003801			
50	NaviLine Cash Receipts Lockbox Interface Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	545.83	545.83
	Contract No. 00007121			
52	Rec Trac Interface to CR Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	151.41	151.41
53	Navi - RecTrac Interface to GM Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	151.41	151.41
	Contract No. 070845-1			
5	Naviline - Asset Management I Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	3,276.87	3,276.87
6	NAVI - Cash Receipts Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	3,458.27	3,458.27
7	SSP NAVI - Cash Receipts Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	0.00	0.00
8	NAVI - GMBA w/Extended Reporting Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	13,599.01	13,599.01
9	SSP NAVI - GMBA w/Extended Reporting Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	2,855.79	2,855.79
10	NAVI - WorkOrders/Fac Mgmt. Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	8,162.92	8,162.92
11	SSP NAVI - WorkOrders/Fac Mgmt. Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,714.22	1,714.22
12	NAVI-PURCHASING INVENTORY Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	7,472.43	7,472.43
13	SSP NAVI-PURCHASING INVENTORY Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,569.21	1,569.21
			Page Total	43,291.55

SUPERION

1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.Superion.com

Invoice

Company	Document No	Date	Page
LG	145377	29/Sep/2017	2 of 5

Bill To: City of Joplin
602 S. Main Street
JOPLIN, MO 64801
United States
Attn: Mark Morris 417-624-0820 x 243

Ship To: City of Joplin
602 S. Main Street
JOPLIN, MO 64801
United States
Attn: Mark Morris 417-624-0820 x 243

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1681LG	City of Joplin		USD	NET30	29/Oct/2017

No	SKU Code/Description/Comments	Units	Rate	Extended
14	NAVI-Accounts Receivable Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	4,809.99	4,809.99
15	SSP NAVI-Accounts Receivable Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,010.05	1,010.05
16	Naviline Special Assessments Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	877.74	877.74
17	NAVI - Loans Module Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	2,773.64	2,773.64
18	NAVI-Payroll/Personnel Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	7,981.51	7,981.51
19	SSP NAVI-Payroll/Personnel Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,676.12	1,676.12
20	NAVI - Applicant Tracking Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	3,469.97	3,469.97
21	NAVI-Fleet Management Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	6,583.01	6,583.01
22	NAVI - Planning/Engineering Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	5,676.01	5,676.01
23	SSP NAVI - Planning/Engineering Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,191.96	1,191.96
24	Naviline-Land/Parcel Management Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	3,592.85	3,592.85
25	SSP NAVI-Land Management Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	0.00	0.00
26	NAVI-Building Permits Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	4,581.76	4,581.76
27	SSP NAVI-Building Permits Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	962.42	962.42
28	NAVI - Business Licenses	1.00	2,399.13	2,399.13
			Page Total	47,586.16

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LG	145377	29/Sep/2017	3 of 5

Bill To: City of Joplin
602 S. Main Street
JOPLIN, MO 64801
United States
Attn: Mark Morris 417-624-0820 x 243

Ship To: City of Joplin
602 S. Main Street
JOPLIN, MO 64801
United States
Attn: Mark Morris 417-624-0820 x 243

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 1681LG	City of Joplin		USD	NET30	29/Oct/2017

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start: 01/Nov/2017, End: 31/Oct/2018			
29	SSP NAVI - Business Licenses Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	503.82	503.82
30	NAVI-Code Enforcement Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	3,469.97	3,469.97
31	SSP NAVI-Code Enforcement Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	728.94	728.94
32	NAVI-DMS - Document Management Services Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,158.60	1,158.60
33	QRep Catalogs for GM,MR,CR,PI,PR,FA,LX,OL,CE,PZ Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	10.00	351.10	3,511.00
34	SSP Naviline - Asset Management I Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	578.77	578.77
35	Procurement Card Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	2,352.33	2,352.33
36	SSP Procurement Card Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	493.98	493.98
37	SSP Naviline Special Assessments Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	184.32	184.32
38	SSP NAVI - Loans Module Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	582.47	582.47
39	SSP NAVI - Applicant Tracking Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	728.68	728.68
40	SSP NAVI-Fleet Management Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,382.44	1,382.44
41	SSP Automated Fuel System Interface Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	0.00	0.00
42	SSP NAVI-DMS - Document Management Services Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	0.00	0.00

Page Total 15,675.32

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Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1681LG	City of Joplin		USD	NET30	29/Oct/2017

No	SKU Code/Description/Comments	Units	Rate	Extended
43	Automated Fuel System Interface Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,217.12	1,217.12
44	SSP QRep Catalogs for GM,MR,CR,PI,PR,FA,LX,OL,CE,PZ Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	10.00	0.00	0.00
	Contract No. 100724			
45	Human Resources Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	5,008.93	5,008.93
46	QRep Administrator Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	365.17	365.17
47	QRep Catalogs for HR, KA Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	2.00	362.80	725.60
	Contract No. 100724-1 Amend 2			
54	NaviLine Click2Gov3 - Core Module Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,318.35	1,318.35
55	NaviLine Click2Gov3 - Customer Information System Module Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	919.28	919.28
56	NaviLine Click2Gov3 - Applicants Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	578.60	578.60
	Contract No. 111420			
48	Automated Fuel System Interface (Petrovand) Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,252.23	1,252.23
	Contract No. 120647			
49	NAVI - Customer Information Systems Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	12,627.64	12,627.64
	Contract No. 9709051			
1	HGE Client Licenses Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	206.92	206.92
2	QRep Administrator Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	346.91	346.91
3	QRep End User	9.00	346.91	3,122.19
			Page Total	27,688.94

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1681LG	City of Joplin		USD	NET30	29/Oct/2017

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start: 01/Nov/2017, End: 31/Oct/2018			
4	Retrofit Modification Option	9.00	100.00	900.00
	Maintenance Start: 01/Nov/2017, End: 31/Oct/2018			

Page Total 900.00

Remittance: Superion, LLC
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

Inquiries: Accounts.Receivable@Superion.com

Subtotal	135,141.97
Sales Tax	0.00
Invoice Total	135,141.97
Payment Received	0.00
Balance Due	135,141.97

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1000 Business Center Drive
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Company	Document No	Date	Page
LG	145178	29/Sep/2017	1 of 6

Bill To: City of Joplin (OSSI)
602 S. Main Street
JOPLIN, MO 64801
United States
Attn: Mark Morris 417-624-0820

Ship To: City of Joplin (OSSI)
303 E. 3rd Street
JOPLIN, MO 64801
United States
Attn: Mark Morris

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
5859LG	City of Joplin (OSSI)		USD	NET30	29/Oct/2017

No	SKU Code/Description/Comments	Units	Rate	Extended
	Contract No. 080886			
1	OSSI Base Computer Aided Dispatch System Tier-2 Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	9,939.54	9,939.54
2	OSSI Additional CAD Console License Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	5.00	805.91	4,029.55
3	ONESolution CAD Map Display and Map Maintenance Software License Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	929.90	929.90
4	ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	7.00	309.97	2,169.79
5	OSSI Alpha Numeric Paging Module Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,136.53	1,136.53
6	OSSI Interface to Pagegate Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	206.64	206.64
7	OSSI Station Toning Module Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,136.53	1,136.53
8	OSSI Rip and Run Printing/Faxing Module Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,136.53	1,136.53
9	OSSI E911 Interface Module Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,136.53	1,136.53
10	OSSI Firehouse RMS Interface Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,136.53	1,136.53
11	OSSI Medical PROQA Interface Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,136.53	1,136.53
12	OSSI Map Converter Software Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	723.26	723.26
13	OSSI Client Base Records Management System -75 Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	19,929.61	19,929.61
14	OSSI RMS Map Display and Pin Mapping License -75 Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	2,755.24	2,755.24

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Customer Grp/No.		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	5859LG	City of Joplin (OSSI)		USD	NET30	29/Oct/2017

No	SKU Code/Description/Comments	Units	Rate	Extended
15	OSSI Basic Accident Module - 75 Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,193.93	1,193.93
16	OSSI Bar Coding Server License - 75 Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,561.30	1,561.30
17	OSSI Bar Coding Hand-Held Client License (Each) Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	292.75	292.75
18	OSSI Accident Wizard Base Server License Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	918.41	918.41
19	OSSI Accident Wizard Workstation License Client Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	158.00	27.55	4,352.90
20	OSSI Calls for Service Module - 10 Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	367.37	367.37
21	OSSI Property and Evidence Module - 10 Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,193.93	1,193.93
22	OSSI Racial Profiling Module Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	918.41	918.41
23	OSSI Training Module - 10 Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	826.56	826.56
24	OSSI Police to Police Internet Data Sharing Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	0.00	0.00
25	OSSI - Interface to InCode Courts System Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,377.63	1,377.63
26	OSSI Interface from Incode Courts to Pistol Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,836.83	1,836.83
27	OSSI Base Mobile Server Software Client - up to 150 Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	8,679.03	8,679.03
28	OSSI Review Module for Field Reporting - up to 100 Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	5,051.28	5,051.28
29	OSSI MCT Client for Digital Dispatch	113.00	182.76	20,651.88
			Page Total	49,222.21

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Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 5859LG	City of Joplin (OSSI)		USD	NET30	29/Oct/2017

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start: 01/Nov/2017, End: 31/Oct/2018			
30	OSSI Mobile Client Maps Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	113.00	36.74	4,151.62
31	ONESolution MFR Client Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	113.00	182.76	20,651.88
32	OSSI - MFR Client - Accident Reporting - 113 & 35 moblan Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	148.00	91.85	13,593.80
33	OSSI - MFR Client Citation Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	50.00	91.85	4,592.50
34	OSSI - MFR Client - Racial Profiling Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	50.00	36.74	1,837.00
35	OSSI - MFR Client - MOBLAN Version Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	35.00	91.85	3,214.75
36	OSSI - LAN Client License for Message Switch Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	16.00	61.99	991.84
37	OSSI's Integrated Messaging Software Switch Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	4,132.86	4,132.86
38	OSSI - MCT Interface to Firehouse Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,549.83	1,549.83
39	OSSI AVL Server Host License Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	7,232.52	7,232.52
40	OSSI Client AVL Mobile License Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	113.00	27.55	3,113.15
41	ONESolution CAD Client AVL License Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	8.00	413.30	3,306.40
42	OSSI Client Jail Management System Module - 15 Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	5,510.50	5,510.50
43	OSSI State Livescan Interface Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,561.30	1,561.30

Page Total 75,439.95

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Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
5859LG	City of Joplin (OSSI)		USD	NET30	29/Oct/2017

No	SKU Code/Description/Comments	Units	Rate	Extended
44	OSSI Client Mugshot Display Software License - 100 Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	5,510.50	5,510.50
45	OSSI Mugshot Capture Station Software Only Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,010.27	1,010.27
46	OSSI Subsequent Mugshot Capture Station Software Only Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	642.90	642.90
47	OSSI JMS Vine Interface Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	275.51	275.51
48	OSSI - OPS CAD Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	3,214.45	3,214.45
49	OSSI - OPS RMS Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	3,214.45	3,214.45
Contract No. 090865				
50	OSSI - Intelligence Module Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,377.63	1,377.63
51	OSSI - Link Analysis Module Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	2,296.05	2,296.05
52	OSSI Animal Control Module Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,377.63	1,377.63
53	Gang Profile Module Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,377.63	1,377.63
54	OSSI Notification Module Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	3,489.97	3,489.97
Contract No. 091058				
55	OSSI Multi Jurisdictional Dispatch Option Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,239.86	1,239.86
56	OSSI Multi-Jurisdictional JMS Option Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,010.27	1,010.27
Contract No. 091380				

Page Total 26,037.12

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5859LG	City of Joplin (OSSI)		USD	NET30	29/Oct/2017

No	SKU Code/Description/Comments	Units	Rate	Extended
57	OSSI Additional CAD Console License Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	6.00	805.91	4,835.46
58	ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	6.00	309.97	1,859.82
59	OSSI - LAN Client License for Message Switch Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	6.00	61.99	371.94
60	ONESolution CAD Client AVL License Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	6.00	413.30	2,479.80
	Contract No. 130701			
61	OSSI CAD to CAD Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,223.87	1,223.87
62	OSSI - MCT Switch to Switch Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	1,223.87	1,223.87
	Contract No. 140092			
63	OSSI Additional CAD Console License Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	2.00	767.09	1,534.18
64	ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	2.00	393.38	786.76
65	OSSI - LAN Client License for Message Switch Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	2.00	59.01	118.02
66	ONESolution CAD Client AVL License Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	2.00	393.38	786.76
	Contract No. 150122			
67	OSSI - QuarterMaster Module Maintenance Start: 01/Nov/2017, End: 31/Oct/2018	1.00	475.29	475.29

Page Total 15,695.77

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5859LG	City of Joplin (OSSI)		USD	NET30	29/Oct/2017

No	SKU Code/Description/Comments	Units	Rate	Extended

Remittance: Superion, LLC
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

Inquiries: Accounts.Receivable@Superion.com

Subtotal	213,897.76
Sales Tax	0.00
Invoice Total	213,897.76
Payment Received	0.00
Balance Due	213,897.76

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: Nov. 6, 2017
Council Bill No. 2017-164
Item: Approval of contract for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System Project

Originating Department: Public Works – Engineering

Attachments: 1) Agreement
2) Schedule of Contract Bid Prices
3) Bid Summary
4) Exhibit Map "Sanitary Sewer Basins with Excessive I/I And Zinc Loading"
5) Council Bill No. 2017-164

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

Recommended Action: Approval of contract with Ace Pipe Cleaning, Inc., for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System Project.

Background: City staff drafted a 10-year Bypass Elimination Plan that includes cleaning and evaluating the entire collection system, as well as repairing defects. The plan also includes an annual rehabilitation plan aimed at reducing sewer line collapses, reducing inflow and infiltration of storm water, and increasing the reliability of the system. To date, approximately 75% of the City's gravity sewer system has been examined and evaluated, over the past several years.

Discussion: The project, which was advertised in accordance with the City of Joplin's procurement policies, contained specific language indicating that the "unit prices submitted are to be utilized by the City of Joplin in order to execute Purchase Orders over a period covering two years." Furthermore, bidders were informed that the "estimated quantities indicated in the Projected Purchase Order Number 1 do not represent the first Purchase Order," and that the City "will provide a written scope of work for each individual purchase order issued." Three contractors submitted bids containing unit prices for more than 300 bid items which enable the reconstruction of multiple elements of the sewer system by trenchless and open trench means. After bids were opened on Oct. 12, 2017, the low bidder was determined by comparing the summation of each bidder's unit prices multiplied by the estimated quantities in the "Projected Purchase Order Number 1" list of typical pay items. The low bid was provided by Ace Pipe Cleaning, Inc., whose summation equaled $955,916.85 for the estimated scope of work. Any of these unit prices can be applied to subsequent purchase orders, on an as-needed basis.

This menu-like contract will be the means of rehabilitating sanitary sewer pipes, manholes, lateral connections, etc., utilizing a wide variety of construction methods, on an as-needed basis. While repairs can be made throughout the City's sewer system, staff has determined that the majority of the work under this contract will take place in sanitary sewer basins identified by the recent flow monitoring study as having excessive I&I or substantial zinc loadings. In the

attached Exhibit map, all the red and grey basins are high priority basins. Additionally, the contract will allow the City to continue to clean and evaluate remaining portions of the sewer system. All work under this contract will be funded by the City's Sanitary Sewer Fund No. 415-4542-540-8675, whose budget accommodates staff's anticipated expenditures of approximately $1,000,000 in both FY2018 and FY2019.

Recommendation: Staff recommends that the contract with Ace Pipe Cleaning Inc., for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System Project be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

AGREEMENT..... 00500

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Address:	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

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

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

2018 & 2019 EVALUATION AND REHABILITATION OF WASTEWATER COLLECTION SYSTEM

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 said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within the timeframe set forth by each respective Purchase Order. Purchase Orders will not be issued after October 31, 2019. The unit prices established for the various work and material items herein shall be valid for the duration of any purchase order issued as part 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 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 <u>each purchase order</u> 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 (Latest Revised Edition)
e. General Conditions of the Contract
f. Supplemental General Conditions
g. Special Conditions & Provisions
h. Proposal/Bid
i. Statement of Bidder's Qualifications
j. Acknowledgment

k. Performance Bond
l. Payment and Material Bond
m. Instructions to Bidders
n. Non-Collusion Affidavit
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 ORIGINAL CONTRACT AMOUNT WRITTEN OUT ($_____) dollars, 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

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

_____
Peter Edwards, City Attorney

By: _____
David Hertzberg, Public Works Director

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

2018 & 2019 EVALUATION AND REHABILITATION OF WASTEWATER COLLECTION SYSTEM
CITY OF JOPLIN, MISSOURI
BID TABULATION

			Ace Pipe Cleaning, Inc.	Humbard Contracting, Inc.	Visu-Sewer of Mo., LLC
SEWER LINE CLEANING AND CCTV INSPECTION			**Kansas City, MO**	**Green Forest, AR**	**Pewaukee, WI**
Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
1	Mobilization (Each Purchase Order)	LS	$750.00	$1,000.00	$2,750.00
Light Cleaning					
2	6” to 10” Diameter	LF	$0.55	$0.65	$0.80
3	12” to 16” Diameter	LF	$0.60	$0.75	$0.80
4	18” to 21” Diameter	LF	$1.25	$1.25	$1.00
5	24” to 27” Diameter	LF	$2.00	$2.25	$2.00
6	30” to 32" Diameter	LF	$3.00	$2.50	$3.00
7	36” to 38" Diameter	LF	$3.50	$3.00	$4.00
8	42" to 48" Diameter	LF	$4.50	$4.00	$5.00
Heavy Cleaning					
9	6” to 10” Diameter	LF	$0.75	$1.00	$1.75
10	12” to 16” Diameter	LF	$2.10	$2.00	$2.75
11	18” to 21” Diameter	LF	$8.00	$5.00	$4.00
12	24” to 27” Diameter	LF	$12.00	$9.00	$6.00
13	30” to 32” Diameter	LF	$13.00	$12.00	$10.00
14	36” to 38" Diameter	LF	$14.00	$15.00	$15.00
15	42" to 48" Diameter	LF	$16.00	$18.00	$20.00
CCTV Inspection (PACP Compliant)					
16	6” to 10” Diameter	LF	$0.74	$0.60	$1.00
17	12” to 16” Diameter	LF	$0.90	$0.75	$1.00
18	18” to 21” Diameter	LF	$1.00	$1.00	$1.00
19	24” to 27” Diameter	LF	$1.10	$2.00	$1.00
20	30” to 32” Diameter	LF	$2.00	$2.00	$1.50
21	36” to 38" Diameter	LF	$2.00	$2.00	$2.00
22	42" to 48" Diameter	LF	$2.00	$4.00	$2.50
SEWER LINE CLEANING, CCTV INSPECTION, & MISCELLANEOUS SERVICES					
Regular Rates (A minimum 4-hour charge shall be applied to all hourly services to account for mobilization)					
Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
23	Operator and TV Truck	HR	$180.00	$150.00	$165.00
24	Operator and Jetter Unit	HR	$165.00	$150.00	$165.00
25	Operator and Jetter/Combo Unit	HR	$185.00	$150.00	$225.00
26	Operator and Jumbo Jetter/Combo Unit	HR	$205.00	$250.00	$275.00
27	Operator and Wet Vacuum	HR	$160.00	$375.00	$225.00
28	Operator and Dry Vacuum	HR	$180.00	$450.00	$250.00
29	Operator and Waterblaster	HR	$180.00	$450.00	$215.00
30	Operator and Bucket Machines	HR	$215.00	$500.00	$600.00
31	2-Operators, TV Truck, and Jetter Unit	HR	$275.00	$300.00	$330.00
32	2-Operators, TV Truck, and Jetter/Combo Unit	HR	$340.00	$300.00	$390.00

SEWER LINE CLEANING, CCTV INSPECTION, & MISCELLANEOUS SERVICES (CONTINUED)

Regular Rates (A minimum 4-hour charge shall be applied to all hourly services to account for mobilization)

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
33	Additional Laborer	HR	$65.00	$100.00	$90.00
34	Support Truck (Safety, Fuel, and/or Pipe Supplies)	HR	$70.00	$100.00	$25.00
	Overtime Rates				
35	Operator and TV Truck	HR	$195.00	$225.00	$205.00
36	Operator and Jetter Unit	HR	$180.00	$225.00	$205.00
37	Operator and Jetter/Combo Unit	HR	$200.00	$225.00	$265.00
38	Operator and Jumbo Jetter/Combo Unit	HR	$225.00	$375.00	$315.00
39	Operator and Wet Vacuum	HR	$175.00	$562.50	$265.00
40	Operator and Dry Vacuum	HR	$195.00	$675.00	$290.00
41	Operator and Waterblaster	HR	$195.00	$675.00	$255.00
42	Operator and Bucket Machines	HR	$250.00	$750.00	$700.00
43	2-Operators, TV Truck, and Jetter Unit	HR	$310.00	$450.00	$410.00
44	2-Operators, TV Truck, and Jetter/Combo Unit	HR	$375.00	$450.00	$470.00
45	Additional Laborer	HR	$80.00	$150.00	$130.00
46	Support Truck (Safety, Fuel, and/or Pipe Supplies)	HR	$70.00	$150.00	$25.00
	Accessories				
47	Powdered Lime	LBS	$2.50	$2.00	$2.50
48	6-Inch Plastic Vacuum Hose	100'	$150.00	$500.00	$200.00
49	6-Inch Metal Flex Hose	LF	$13.50	$50.00	$25.00
50	Confined Space Equipment - Tripod, Gas Detector, Etc.	Day	$135.00	$1,000.00	$200.00
51	Hurricane Nozzle	HR	$27.00	$100.00	$5.00

MANHOLE CLEANING AND INSPECTION

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
52	Mobilization (Each Purchase Order)	LS	$750.00	$600.00	$2,000.00
53	Manhole Cleaning	EA	$40.00	$60.00	$50.00
54	Manhole Inspection	EA	$75.00	$120.00	$85.00

LATERAL SEWER LINE CCTV INSPECTION

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
55	Mobilization (Each Purchase Order)	LS	$750.00	$750.00	$2,750.00
56	Setup Per Manhole to Manhole Segment	EA	$50.00	$100.00	$50.00
57	CCTV Lateral Line Inspection	EA	$225.00	$200.00	$225.00

FOAMING ROOT CONTROL

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
58	Mobilization (Each Purchase Order)	LS	$1,320.00	$1,500.00	$1,595.00
59	8" to 12" Diameter	LF	$1.35	$1.50	$1.65
60	14" to 18" Diameter	LF	$1.50	$1.50	$1.75

LARGE DIAMETER SANITARY SEWER INSPECTION

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
61	Mobilization (Each Purchase Order)	LS	$1,500.00	$1,000.00	$1,815.00
62	≥18" Diameter	LF	$5.25	$18.00	$6.30

SMOKE TESTING

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
63	Mobilization (Each Purchase Order)	LS	$2,100.00	$1,000.00	$2,000.00
64	8" to 12" Diameter	LF	$0.46	$0.65	$0.45
65	14" to 18" Diameter	LF	$0.46	$0.65	$0.45

LINING OF EXISTING SEWERS - CIPP

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
66	Mobilization (Each Purchase Order)	LS	$8,000.00	$3,000.00	$7,500.00
67	8" Diameter (6 mm Liner Thickness)	LF	$23.25	$45.00	$22.75
68	8" Diameter (7.5 mm Liner Thickness)	LF	$25.00	$45.00	$24.50
69	10" Diameter (6 mm Liner Thickness)	LF	$26.25	$55.00	$25.65
70	10" Diameter (7.5 mm Liner Thickness)	LF	$28.00	$55.00	$26.95
71	12" Diameter (6 mm Liner Thickness)	LF	$36.25	$65.00	$35.50
72	12" Diameter (7.5 mm Liner Thickness)	LF	$39.00	$65.00	$37.75
73	12" Diameter (9.0 mm Liner Thickness)	LF	$41.00	$75.00	$40.00
74	12" Diameter (10.5 mm Liner Thickness)	LF	$46.00	$75.00	$45.00
75	12" Diameter (12.0 mm Liner Thickness)	LF	$51.00	$75.00	$50.00
76	15" Diameter (7.5 mm Liner Thickness)	LF	$72.00	$85.00	$70.60
77	15" Diameter (9.0 mm Liner Thickness)	LF	$75.00	$85.00	$73.50
78	15" Diameter (10.5 mm Liner Thickness)	LF	$78.00	$95.00	$75.75
79	15" Diameter (12.0 mm Liner Thickness)	LF	$80.00	$95.00	$78.50
80	18" Diameter (9.0 mm Liner Thickness)	LF	$83.00	$150.00	$80.85
81	18" Diameter (10.5 mm Liner Thickness)	LF	$86.00	$150.00	$84.00
82	18" Diameter (12.0 mm Liner Thickness)	LF	$92.00	$200.00	$90.00
83	18" Diameter (13.5 mm Liner Thickness)	LF	$105.00	$225.00	$100.00

CIPP END SEALS

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
84	Mobilization (Each Purchase Order)	LS	$1,200.00	$1,500.00	$1,452.00
85	8" Diameter	EA	$479.00	$450.00	$580.00
86	10" Diameter	EA	$505.00	$450.00	$610.00
87	12" Diameter	EA	$530.00	$500.00	$640.00
88	15" Diameter	EA	$556.00	$500.00	$675.00
89	18" Diameter	EA	$582.00	$500.00	$705.00

CIPP POINT REPAIRS (5-FOOT LONG)

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
90	Mobilization (Each Purchase Order)	LS	$2,000.00	$1,200.00	$3,150.00
91	8" Diameter	EA	$1,600.00	$1,400.00	$1,835.00
92	10" Diameter	EA	$1,700.00	$1,500.00	$2,100.00
93	12" Diameter	EA	$1,800.00	$1,750.00	$2,475.00
94	15" Diameter	EA	$2,000.00	$2,250.00	$2,750.00
95	18" Diameter	EA	$4,500.00	$4,500.00	$5,500.00

LINING OF EXISTING SEWERS - THERMOFORM (FOLD AND FORM) PIPE

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
96	Mobilization (Each Purchase Order)	LS	$4,000.00	$3,000.00	$7,500.00
97	8" Diameter	LF	$35.00	$45.00	$50.00

LINING OF EXISTING SEWERS - THERMOFORM (FOLD AND FORM) PIPE (CONTINUED)

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
98	10" Diameter	LF	$45.00	$55.00	$60.00
99	12" Diameter	LF	$55.00	$65.00	$70.00
100	15" Diameter	LF	$65.00	$75.00	$90.00
101	18" Diameter	LF	$85.00	$150.00	$125.00

LINING OF EXISTING SEWERS - GLASS REINFORCED PLASTIC (GRP) CIPP (CURED WITH UV-LIGHT)

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
102	Mobilization (Each Purchase Order)	LS	$4,000.00	$2,000.00	$17,500.00
103	8" Diameter	LF	$44.50	$30.75	$200.00
104	10" Diameter	LF	$50.00	$42.00	$250.00
105	12" Diameter	LF	$66.00	$49.50	$300.00
106	15" Diameter	LF	$75.00	$65.00	$350.00
107	18" Diameter	LF	$85.00	$110.00	$400.00

LINING OF EXISTING SEWERS - CENTRIFUGALLY CAST CONCRETE PIPE (CCCP)

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
108	Mobilization (Each Purchase Order)	LS	$3,000.00	$2,000.00	$10,500.00
109	36" Diameter	LF	$300.00	$175.00	$200.00
110	38" Diameter	LF	$300.00	$200.00	$250.00
111	42" Diameter	LF	$300.00	$225.00	$325.00
112	48" Diameter	LF	$350.00	$250.00	$375.00
113	54" Diameter	LF	$400.00	$350.00	$435.00
114	60" Diameter	LF	$450.00	$400.00	$500.00

TRENCHLESS LATERAL CONNECTION REPAIR (LCR)

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
115	Mobilization (Each Purchase Order)	LS	$2,500.00	$1,500.00	$4,200.00
116	Setup Per Manhole to Manhole Segment	EA	$500.00	$500.00	$785.00
117	LCR - 8" to 12" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	$1,300.00	$1,490.00	$1,470.00
118	LCR - 15" to 21" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	$3,000.00	$2,800.00	$4,400.00
119	Additional Lateral Liner – 8” to 21” Diameter Main, 4” to 6” Diameter Lateral, > 18” Long	LF	$175.00	$50.00	$220.00
120	LCR Terminating in Manhole, 4” to 6” Diameter, Up to 18” Long	EA	$1,850.00	$1,750.00	$2,200.00
121	Additional LCR Terminating in Manhole, 4” to 6” Diameter, > 18” Long	LF	$65.00	$50.00	$82.00
122	In-Lateral Transition from 6" to 4" Diameter or 8" to 6" Diameter	EA	$1,000.00	$900.00	$1,650.00
123	Mainline Manhole Drops, 8" to 12" Diameter	EA	$3,000.00	$2,000.00	$4,400.00

SERVICE LATERAL LINE CLEANOUT

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
124	Mobilization (Each Purchase Order)	LS	$650.00	$2,500.00	$4,050.00
125	Locate for Cleanout, via Lateral Launch Mainline Camera	EA	$350.00	$200.00	$1,500.00

SERVICE LATERAL LINE CLEANOUT (CONTINUED)

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
126	4" to 6" Diameter Cleanout Installation, 0'-6' Deep Under Turf	EA	$726.00	$1,000.00	$1,925.00
127	4" to 6" Diameter Cleanout Installation, 6'-12' Deep Under Turf	EA	$770.00	$1,000.00	$3,177.50
128	4" to 6" Diameter Cleanout Installation, 0'-6' Deep Under Crushed Stone	EA	$924.00	$2,500.00	$2,145.00
129	4" to 6" Diameter Cleanout Installation, 6'-12' Deep Under Crushed Stone	EA	$1,210.00	$3,000.00	$3,662.00
130	4" to 6" Diameter Cleanout Installation, 0'-6' Deep Under Pavement	EA	$1,210.00	$3,500.00	$2,541.00
131	4" to 6" Diameter Cleanout Installation, 6'-12' Deep Under Pavement	EA	$1,500.00	$4,000.00	$4,015.00

MANHOLE FRAME AND COVER REPLACEMENT (OWNER PROVIDES FRAME AND COVER)

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
132	Mobilization (Each Purchase Order)	LS	$1,100.00	$1,250.00	$1,365.00
133	Under Turf	EA	$910.00	$900.00	$779.10
134	Under Alleyway	EA	$1,100.00	$1,000.00	$871.50
135	Under Pavement	EA	$2,750.00	$1,500.00	$1,434.30

MANHOLE REHABILITATION - 4 FOOT DIAMETER

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
136	Mobilization (Each Purchase Order)	LS	$1,500.00	$1,700.00	$2,000.00
137	Cementitious (Type 1 Portland Cement)	VF	$135.00	$175.00	$130.00
138	Cementitious H_2S Resistant (Fused Aluminate Clinker)	VF	$145.00	$185.00	$150.00
139	Cementitious with Antimicrobial Additive	VF	$175.00	$170.00	$140.00
140	Epoxy	VF	$185.00	$250.00	$350.00
141	Cementitious & Epoxy	VF	$325.00	$400.00	$480.00

MANHOLE REHABILITATION - 5 FOOT DIAMETER

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
142	Mobilization (Each Purchase Order)	LS	$1,800.00	$1,700.00	$2,000.00
143	Cementitious (Type 1 Portland Cement)	VF	$142.00	$200.00	$250.00
144	Cementitious H_2S Resistant (Fused Aluminate Clinker)	VF	$153.00	$235.00	$285.00
145	Cementitious with Antimicrobial Additive	VF	$226.00	$225.00	$265.00
146	Epoxy	VF	$210.00	$330.00	$375.00
147	Cementitious & Epoxy	VF	$352.00	$500.00	$625.00

MANHOLE REHABILITATION - 6 FOOT DIAMETER

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
148	Mobilization (Each Purchase Order)	LS	$1,800.00	$1,700.00	$2,000.00
149	Cementitious (Type 1 Portland Cement)	VF	$155.00	$250.00	$300.00
150	Cementitious H_2S Resistant (Fused Aluminate Clinker)	VF	$165.00	$275.00	$360.00
151	Cementitious with Antimicrobial Additive	VF	$241.00	$260.00	$330.00
152	Epoxy	VF	$230.00	$375.00	$430.00

MANHOLE REHABILITATION - 6 FOOT DIAMETER (CONTINUED)

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
153	Cementitious & Epoxy	VF	$376.00	$600.00	$730.00

FLEXIBLE MANHOLE CHIMNEY SEALANT

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
154	Mobilization (Each Purchase Order)	LS	$1,200.00	$1,000.00	$1,365.00
155	Up to 24" Diameter Chimney	VF	$495.00	$250.00	$892.00
156	24" to 36" Diameter Chimney	VF	$550.00	$500.00	$1,155.00
157	36" to 48" Diameter Chimney	VF	$625.00	$1,000.00	$1,485.00

MANHOLE RENOVATION USING CIPM

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
158	Mobilization (Each Purchase Order)	LS	$1,800.00	$1,500.00	$3,275.00
159	4' Diameter Manhole (Up to 6' Deep)	EA	$3,900.00	$2,500.00	$3,775.00
160	4' Diameter Manhole Extra Depth	VF	$650.00	$500.00	$530.00
161	5' Diameter Manhole (Up to 6' Deep)	EA	$5,250.00	$3,500.00	$4,175.00
162	5' Diameter Manhole Extra Depth	VF	$875.00	$600.00	$695.00
163	6' Diameter Manhole (Up to 6' Deep)	EA	$6,420.00	$4,000.00	$4,550.00
164	6" Diameter Manhole Extra Depth	VF	$1,070.00	$700.00	$760.00

OPEN TRENCH SEWER LINE POINT REPAIR FOR AN 8" TO 10" DIAMETER SEWER MAIN

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
165	Mobilization (Each Purchase Order)	LS	$1,100.00	$2,250.00	$1,365.00
166	0'-6' Deep Under Turf, Up to 10' Long	EA	$1,775.00	$1,950.00	$2,037.00
167	Additional Footage (>10'), 0'-6' Deep Under Turf	LF	$110.00	$70.00	$213.40
168	6'-12' Deep Under Turf, Up to 10' Long	EA	$2,000.00	$2,200.00	$3,046.05
169	Additional Footage (>10'), 6'-12' Deep Under Turf	LF	$120.00	$70.00	$304.50
170	12'-18' Deep Under Turf, Up to 10' Long	EA	$3,300.00	$3,000.00	$4,373.25
171	Additional Footage (>10'), 12'-18' Deep Under Turf	LF	$200.00	$80.00	$457.60
172	0'-6' Deep Under Alleyway, Up to 10' Long	EA	$2,600.00	$2,500.00	$2,962.05
173	Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	$140.00	$85.00	$296.10
174	6'-12' Deep Under Alleyway, Up to 10' Long	EA	$3,100.00	$2,750.00	$3,661.35
175	Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	$168.00	$90.00	$366.45
176	12'-18' Deep Under Alleyway, Up to 10' Long	EA	$4,300.00	$4,000.00	$5,619.60
177	Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	$240.00	$110.00	$562.80
178	0'-6' Deep Under Pavement, Up to 10' Long	EA	$4,100.00	$4,000.00	$6,279.00
179	Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	$240.00	$120.00	$627.90
180	6'-12' Deep Under Pavement, Up to 10' Long	EA	$4,400.00	$4,500.00	$6,594.00
181	Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	$250.00	$120.00	$657.30
182	12'-18' Deep Under Pavement, Up to 10' Long	EA	$6,400.00	$5,500.00	$7,840.35
183	Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	$375.00	$200.00	$798.00

OPEN TRENCH SEWER LINE POINT REPAIR FOR A 12" DIAMETER SEWER MAIN

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
184	Mobilization (Each Purchase Order)	LS	$1,100.00	$2,250.00	$1,430.00
185	0'-6' Deep Under Turf, Up to 10' Long	EA	$1,900.00	$2,000.00	$2,420.00
186	Additional Footage (>10'), 0'-6' Deep Under Turf	LF	$125.00	$75.00	$247.50
187	6'-12' Deep Under Turf, Up to 10' Long	EA	$2,300.00	$2,250.00	$3,261.50
188	Additional Footage (>10'), 6'-12' Deep Under Turf	LF	$150.00	$75.00	$319.00
189	12'-18' Deep Under Turf, Up to 10' Long	EA	$3,500.00	$3,500.00	$4,645.30
190	Additional Footage (>10'), 12'-18' Deep Under	LF	$225.00	$75.00	$466.40
191	0'-6' Deep Under Alleyway, Up to 10' Long	EA	$2,750.00	$3,000.00	$3,440.80
192	Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	$165.00	$95.00	$352.00
193	6'-12' Deep Under Alleyway, Up to 10' Long	EA	$3,200.00	$3,100.00	$3,685.00
194	Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	$200.00	$100.00	$385.00
195	12'-18' Deep Under Alleyway, Up to 10' Long	EA	$4,900.00	$4,500.00	$5,296.50
196	Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	$275.00	$120.00	$530.20
197	0'-6' Deep Under Pavement, Up to 10' Long	EA	$4,600.00	$4,500.00	$6,660.50
198	Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	$275.00	$120.00	$671.00
199	6'-12' Deep Under Pavement, Up to 10' Long	EA	$5,400.00	$5,000.00	$7,128.00
200	Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	$300.00	$140.00	$682.00
201	12'-18' Deep Under Pavement, Up to 10' Long	EA	$7,700.00	$6,000.00	$8,411.70
202	Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	$450.00	$250.00	$775.50

OPEN TRENCH SEWER LINE POINT REPAIR FOR A 15" DIAMETER SEWER MAIN

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
203	Mobilization (Each Purchase Order)	LS	$1,100.00	$2,250.00	$1,430.00
204	0'-6' Deep Under Turf, Up to 10' Long	EA	$2,200.00	$2,250.00	$2,775.30
205	Additional Footage (>10'), 0'-6' Deep Under Turf	LF	$150.00	$85.00	$298.10
206	6'-12' Deep Under Turf, Up to 10' Long	EA	$2,750.00	$2,750.00	$3,421.00
207	Additional Footage (>10'), 6'-12' Deep Under Turf	LF	$175.00	$90.00	$333.30
208	12'-18' Deep Under Turf, Up to 10' Long	EA	$4,000.00	$4,000.00	$4,939.00
209	Additional Footage (>10'), 12'-18' Deep Under Turf	LF	$220.00	$95.00	$509.30
210	0'-6' Deep Under Alleyway, Up to 10' Long	EA	$3,000.00	$4,500.00	$4,609.00
211	Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	$185.00	$110.00	$451.00
212	6'-12' Deep Under Alleyway, Up to 10' Long	EA	$3,500.00	$4,750.00	$5,115.00
213	Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	$200.00	$120.00	$495.00
214	12'-18' Deep Under Alleyway, Up to 10' Long	EA	$5,000.00	$5,000.00	$6,517.50
215	Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	$275.00	$150.00	$638.00
216	0'-6' Deep Under Pavement, Up to 10' Long	EA	$4,800.00	$5,150.00	$7,210.50

OPEN TRENCH SEWER LINE POINT REPAIR FOR A 15" DIAMETER SEWER MAIN (CONTINUED)

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
217	Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	$300.00	$180.00	$715.00
218	6'-12' Deep Under Pavement, Up to 10' Long	EA	$5,500.00	$5,500.00	$7,678.00
219	Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	$300.00	$185.00	$748.00
220	12'-18' Deep Under Pavement, Up to 10' Long	EA	$7,700.00	$7,000.00	$9,071.70
221	Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	$440.00	$250.00	$891.00

OPEN TRENCH SEWER LINE POINT REPAIR FOR AN 18" DIAMETER SEWER MAIN

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
222	Mobilization (Each Purchase Order)	LS	$1,100.00	$2,250.00	$1,430.00
223	0'-6' Deep Under Turf, Up to 10' Long	EA	$2,750.00	$3,000.00	$3,325.30
224	Additional Footage (>10'), 0'-6' Deep Under Turf	LF	$200.00	$110.00	$330.00
225	6'-12' Deep Under Turf, Up to 10' Long	EA	$3,200.00	$3,500.00	$4,026.00
226	Additional Footage (>10'), 6'-12' Deep Under Turf	LF	$225.00	$120.00	$396.00
227	12'-18' Deep Under Turf, Up to 10' Long	EA	$4,400.00	$4,000.00	$5,599.00
228	Additional Footage (>10'), 12'-18' Deep Under Turf	LF	$275.00	$150.00	$561.00
229	0'-6' Deep Under Alleyway, Up to 10' Long	EA	$3,800.00	$4,500.00	$5,379.00
230	Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	$250.00	$180.00	$528.00
231	6'-12' Deep Under Alleyway, Up to 10' Long	EA	$4,000.00	$5,000.00	$5,731.00
232	Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	$250.00	$200.00	$586.30
233	12'-18' Deep Under Alleyway, Up to 10' Long	EA	$5,500.00	$5,500.00	$6,066.50
234	Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	$330.00	$225.00	$566.50
235	0'-6' Deep Under Pavement, Up to 10' Long	EA	$5,400.00	$6,000.00	$7,980.50
236	Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	$325.00	$250.00	$775.50
237	6'-12' Deep Under Pavement, Up to 10' Long	EA	$6,100.00	$6,500.00	$8,668.00
238	Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	$350.00	$300.00	$854.70
239	12'-18' Deep Under Pavement, Up to 10' Long	EA	$8,300.00	$8,000.00	$10,061.70
240	Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	$500.00	$400.00	$1,015.30

OPEN TRENCH LATERAL (4" TO 6" DIA.) CONNECTION REPAIR FOR AN 8" TO 10" DIA. SEWER MAIN

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
241	Mobilization (Each Purchase Order)	LS	$1,100.00	$2,000.00	$1,365.00
242	0'-6' Deep Under Turf	EA	$2,200.00	$2,000.00	$1,945.65
243	6'-12' Deep Under Turf	EA	$2,700.00	$2,000.00	$2,155.65
244	12'-18' Deep Under Turf	EA	$4,000.00	$2,250.00	$2,730.00
245	0'-6' Deep Under Alleyway	EA	$3,000.00	$2,000.00	$2,289.00
246	6'-12' Deep Under Alleyway	EA	$3,400.00	$2,250.00	$2,688.00
247	12'-18' Deep Under Alleyway	EA	$4,800.00	$3,000.00	$3,238.20
248	0'-6' Deep Under Pavement	EA	$5,100.00	$4,000.00	$2,903.25

OPEN TRENCH LATERAL (4" TO 6" DIA.) CONNECTION REPAIR FOR AN 8" TO 10" DIA. SEWER MAIN (CONTINUED)

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
249	6'-12' Deep Under Pavement	EA	$5,200.00	$4,500.00	$3,302.25
250	12'-18' Deep Under Pavement	EA	$7,200.00	$5,000.00	$3,852.45

OPEN TRENCH LATERAL (4" TO 6" DIA.) CONNECTION REPAIR FOR A 12" DIA. SEWER MAIN

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
251	Mobilization (Each Purchase Order)	LS	$1,100.00	$2,000.00	$1,430.00
252	0'-6' Deep Under Turf	EA	$2,400.00	$2,500.00	$2,046.45
253	6'-12' Deep Under Turf	EA	$3,000.00	$2,750.00	$2,256.45
254	12'-18' Deep Under Turf	EA	$4,200.00	$3,000.00	$2,835.00
255	0'-6' Deep Under Alleyway	EA	$3,200.00	$3,500.00	$2,386.65
256	6'-12' Deep Under Alleyway	EA	$3,500.00	$3,750.00	$2,788.80
257	12'-18' Deep Under Alleyway	EA	$5,100.00	$4,000.00	$3,339.00
258	0'-6' Deep Under Pavement	EA	$5,500.00	$4,000.00	$3,004.05
259	6'-12' Deep Under Pavement	EA	$6,000.00	$4,500.00	$3,403.05
260	12'-18' Deep Under Pavement	EA	$8,100.00	$5,500.00	$3,953.25

OPEN TRENCH LATERAL (4" TO 6" DIA.) CONNECTION REPAIR FOR A 15" DIA. SEWER MAIN

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
261	Mobilization (Each Purchase Order)	LS	$1,100.00	$2,000.00	$1,430.00
262	0'-6' Deep Under Turf	EA	$2,500.00	$2,500.00	$2,236.30
263	6'-12' Deep Under Turf	EA	$3,000.00	$2,750.00	$2,456.30
264	12'-18' Deep Under Turf	EA	$4,300.00	$3,000.00	$3,058.00
265	0'-6' Deep Under Alleyway	EA	$3,200.00	$3,500.00	$2,596.00
266	6'-12' Deep Under Alleyway	EA	$3,700.00	$3,750.00	$3,014.00
267	12'-18' Deep Under Alleyway	EA	$5,100.00	$4,000.00	$3,590.40
268	0'-6' Deep Under Pavement	EA	$5,600.00	$4,000.00	$3,239.50
269	6'-12' Deep Under Pavement	EA	$5,500.00	$4,500.00	$3,657.50
270	12'-18' Deep Under Pavement	EA	$8,300.00	$5,500.00	$4,233.90

OPEN TRENCH LATERAL (4" TO 6" DIA.) CONNECTION REPAIR FOR A 18" DIA. SEWER MAIN

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
271	Mobilization (Each Purchase Order)	LS	$1,100.00	$2,000.00	$1,430.00
272	0'-6' Deep Under Turf	EA	$2,700.00	$3,000.00	$2,566.30
273	6'-12' Deep Under Turf	EA	$3,000.00	$3,500.00	$2,786.30
274	12'-18' Deep Under Turf	EA	$4,500.00	$4,000.00	$3,388.00
275	0'-6' Deep Under Alleyway	EA	$3,400.00	$3,750.00	$2,926.00
276	6'-12' Deep Under Alleyway	EA	$3,800.00	$4,000.00	$3,344.00
277	12'-18' Deep Under Alleyway	EA	$5,500.00	$4,500.00	$3,920.40
278	0'-6' Deep Under Pavement	EA	$5,800.00	$5,000.00	$3,569.50
279	6'-12' Deep Under Pavement	EA	$6,200.00	$5,500.00	$3,987.50
280	12'-18' Deep Under Pavement	EA	$8,400.00	$6,000.00	$4,530.90

OPEN TRENCH LATERAL SEWER LINE (4" TO 6" DIA.)

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
281	0'-6' Deep Under Turf	LF	$48.00	$30.00	$26.40
282	6'-12' Deep Under Turf	LF	$85.00	$35.00	$36.47
283	12'-18' Deep Under Turf	LF	$110.00	$40.00	$61.94
284	0'-6' Deep Under Alleyway	LF	$84.00	$35.00	$46.97
285	6'-12' Deep Under Alleyway	LF	$100.00	$50.00	$77.58

OPEN TRENCH LATERAL SEWER LINE (4" TO 6" DIA.) (CONTINUED)

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
286	12'-18' Deep Under Alleyway	LF	$145.00	$75.00	$108.20
287	0'-6' Deep Under Pavement	LF	$125.00	$100.00	$78.25
288	6'-12' Deep Under Pavement	LF	$150.00	$110.00	$108.87
289	12'-18' Deep Under Pavement	LF	$210.00	$150.00	$139.48

PRESSURE TESTING AND GROUTING OF SEWER LATERAL LINE JOINTS

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
290	Mobilization (Each Purchase Order)	LS	$750.00	$1,500.00	$2,750.00
291	Testing of 8" Diameter Pipe Joints	EA	$50.00	$155.00	$50.00
292	Testing of 10" Diameter Pipe Joints	EA	$50.00	$155.00	$55.00
293	Testing of 12" Diameter Pipe Joints	EA	$50.00	$155.00	$60.00
294	Grouting of 8" Diameter Pipe Joints	EA	$30.00	$155.00	$1.00
295	Grouting of 10" Diameter Pipe Joints	EA	$30.00	$155.00	$1.00
296	Grouting of 12" Diameter Pipe Joints	EA	$30.00	$155.00	$1.50
297	Testing Lateral Connections on an 8" Diameter Sewer Main	EA	$400.00	$500.00	$475.00
298	Testing Lateral Connections on a 10" Diameter Sewer Main	EA	$400.00	$500.00	$475.00
299	Testing Lateral Connections on a 12" Diameter Sewer Main	EA	$400.00	$500.00	$475.00
300	Grouting Lateral Connections on an 8" Diameter Sewer Main	EA	$100.00	$500.00	$1.00
301	Grouting Lateral Connections on a 10" Diameter Sewer Main	EA	$100.00	$500.00	$1.00
302	Grouting Lateral Connections on a 12" Diameter Sewer Main	EA	$100.00	$500.00	$1.00
303	Testing of Small Diameter Sewer Lines Connected to Manholes	EA	$400.00	$500.00	$475.00
304	Grouting of Small Diameter Sewer Lines Connected to Manholes	EA	$100.00	$500.00	$100.00
305	Grout	GAL	$12.00	$20.00	$12.50
306	Chemical Grout	GAL	$12.00	$20.00	$12.50

SANITARY SEWER EASEMENT CLEARING AND GRUBBING

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
307	Mobilization (Each Purchase Order)	LS	$1,100.00	$1,500.00	$1,430.00
308	Operator with Hand Tools	HR	$140.00	$300.00	$132.00
309	Operator with Machine	HR	$165.00	$600.00	$243.10

BY-PASS PUMPING

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
310	Mobilization (Each Purchase Order)	LS	$3,850.00	$2,500.00	$5,000.00
311	4-Inch By-Pass Pump	HR	$325.00	$400.00	$1,000.00
312	6-Inch By-Pass Pump	HR	$450.00	$600.00	$1,500.00
313	8-Inch By-Pass Pump	HR	$725.00	$900.00	$2,000.00

DISPOSAL OF LEAD CONTAMINATED SOIL

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
314	Disposal, per Specifications	CY	$13.50	$18.00	$19.95

TRAFFIC CONTROL

Item No.	Item Description	Unit	Unit Price	Unit Price	Unit Price
315	Local Street Closure	EA	$525.00	$1,000.00	$525.00
316	Short Duration Traffic Control for Collector or Arterial	EA	$525.00	$1,000.00	$525.00
	Short-Term Stationary Traffic Control For Collector or Arterial				
317	Outside Lane Closure (1-day)	EA	$630.00	$1,200.00	$630.00
318	Inside Lane Closure (1-day)	EA	$650.00	$1,200.00	$651.00
319	Center Turn Lane Closure (1-day)	EA	$700.00	$1,200.00	$703.50
320	Two-Lane Closure (1-day)	EA	$775.00	$1,500.00	$761.25
	Intermediate-Term Stationary Traffic Control For Collector or Arterial				
321	Outside Lane Closure (Up to 3-days)	EA	$1,650.00	$2,500.00	$1,650.00
322	Outside Lane Closure (Each Additional Day)	DAY	$400.00	$600.00	$385.00
323	Inside Lane Closure (Up to 3-days)	EA	$1,700.00	$2,500.00	$1,695.00
324	Inside Lane Closure (Each Additional Day)	DAY	$400.00	$600.00	$395.00
325	Center Turn Lane Closure (Up to 3-days)	EA	$1,800.00	$2,500.00	$1,770.00
326	Center Turn Lane Closure (Each Additional Day)	DAY	$400.00	$600.00	$385.00
327	Two-Lane Closure (Up to 3-days)	EA	$1,750.00	$2,500.00	$1,775.00
328	Two-Lane Closure (Each Additional Day)	DAY	$420.00	$600.00	$420.00
1.5% PERFORMANCE AND PAYMENT BOND			1.5%	1.5%	1.5%

This is to certify that at 10:00 am on October 12, 2017 at the office of the City of Joplin, MO., the bids were publicly opened, read aloud, checked, and the above totals are correct as to the additions and the bids were accompanied by acceptable bidder's bonds.



By _____

John Briggs, P.E.

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

2018 & 2019 EVALUATION AND REHABILITATION OF WASTEWATER COLLECTION SYSTEM
CITY OF JOPLIN, MISSOURI
ESTIMATED PURCHASE ORDER NUMBER 1

ENGINEER'S ESTIMATE = $990,355.58

SEWER LINE CLEANING AND CCTV INSPECTION

Item No.	Item Description	Unit	No. Units	Ace Pipe Cleaning, Inc. Kansas City, MO		Humbard Contracting, Inc. Green Forest, AR		Visu-Sewer of Mo., LLC Pewaukee, WI	
				Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	Mobilization (Each Purchase Order)	LS	1	$750.00	$750.00	$1,000.00	$1,000.00	$2,750.00	$2,750.00
	Light Cleaning								
2	6” to 10” Diameter	LF	25000	$0.55	$13,750.00	$0.65	$16,250.00	$0.80	$20,000.00
3	12” to 16” Diameter	LF	5000	$0.60	$3,000.00	$0.75	$3,750.00	$0.80	$4,000.00
	Heavy Cleaning								
9	6” to 10” Diameter	LF	6500	$0.75	$4,875.00	$1.00	$6,500.00	$1.75	$11,375.00
10	12” to 16” Diameter	LF	1250	$2.10	$2,625.00	$2.00	$2,500.00	$2.75	$3,437.50
	CCTV Inspection (PACP Compliant)								
16	6” to 10” Diameter	LF	25000	$0.74	$18,500.00	$0.60	$15,000.00	$1.00	$25,000.00
17	12” to 16” Diameter	LF	5000	$0.90	$4,500.00	$0.75	$3,750.00	$1.00	$5,000.00

SEWER LINE CLEANING, CCTV INSPECTION, & MISCELLANEOUS SERVICES

Regular Rates (A minimum 4-hour charge shall be applied to all hourly services to account for mobilization)

Item No.	Item Description	Unit	No. Units	Ace Pipe Cleaning, Inc. Kansas City, MO		Humbard Contracting, Inc. Green Forest, AR		Visu-Sewer of Mo., LLC Pewaukee, WI	
				Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
23	Operator and TV Truck	HR	8	$180.00	$1,440.00	$150.00	$1,200.00	$165.00	$1,320.00
25	Operator and Jetter/Combo Unit	HR	8	$185.00	$1,480.00	$150.00	$1,200.00	$225.00	$1,800.00
32	2-Operators, TV Truck, and Jetter/Combo Unit	HR	24	$340.00	$8,160.00	$300.00	$7,200.00	$390.00	$9,360.00

MANHOLE CLEANING AND INSPECTION

Item No.	Item Description	Unit	No. Units	Ace Pipe Cleaning, Inc. Kansas City, MO		Humbard Contracting, Inc. Green Forest, AR		Visu-Sewer of Mo., LLC Pewaukee, WI	
				Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
52	Mobilization (Each Purchase Order)	LS	1	$750.00	$750.00	$600.00	$600.00	$2,000.00	$2,000.00
53	Manhole Cleaning	EA	20	$40.00	$800.00	$60.00	$1,200.00	$50.00	$1,000.00
54	Manhole Inspection	EA	20	$75.00	$1,500.00	$120.00	$2,400.00	$85.00	$1,700.00

LATERAL SEWER LINE CCTV INSPECTION

Item No.	Item Description	Unit	No. Units	Ace Pipe Cleaning, Inc. Kansas City, MO		Humbard Contracting, Inc. Green Forest, AR		Visu-Sewer of Mo., LLC Pewaukee, WI	
				Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
55	Mobilization (Each Purchase Order)	LS	1	$750.00	$750.00	$750.00	$750.00	$2,750.00	$2,750.00
56	Setup Per Manhole to Manhole Segment	EA	5	$50.00	$250.00	$100.00	$500.00	$50.00	$250.00
57	CCTV Lateral Line Inspection	EA	25	$225.00	$5,625.00	$200.00	$5,000.00	$225.00	$5,625.00

SMOKE TESTING

Item No.	Item Description	Unit	No. Units	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
63	Mobilization (Each Purchase Order)	LS	1	$2,100.00	$2,100.00	$1,000.00	$1,000.00	$2,000.00	$2,000.00
64	8" to 12" Diameter	LF	25000	$0.46	$11,500.00	$0.65	$16,250.00	$0.45	$11,250.00
65	14" to 18" Diameter	LF	5000	$0.46	$2,300.00	$0.65	$3,250.00	$0.45	$2,250.00

LINING OF EXISTING SEWERS - CIPP

Item No.	Item Description	Unit	No. Units	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
66, 96 or 102	Mobilization (Each Purchase Order)	LS	1	$8,000.00	$8,000.00	$2,000.00	$2,000.00	$7,500.00	$7,500.00
67, 97 or 103	8" Diameter (6 mm Liner Thickness)	LF	5,000	$23.25	$116,250.00	$30.75	$153,750.00	$22.75	$113,750.00
69, 98, 104	10" Diameter (6 mm Liner Thickness)	LF	2500	$26.25	$65,625.00	$42.00	$105,000.00	$25.65	$64,125.00
71, 99 or 105	12" Diameter (6 mm Liner Thickness)	LF	800	$36.25	$29,000.00 *	$49.50	$39,600.00	$35.50	$28,400.00

CIPP POINT REPAIRS (5-FOOT LONG)

Item No.	Item Description	Unit	No. Units	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
90	Mobilization (Each Purchase Order)	LS	1	$2,000.00	$2,000.00	$1,200.00	$1,200.00	$3,150.00	$3,150.00
91	8" Diameter	EA	50	$1,600.00	$80,000.00	$1,400.00	$70,000.00	$1,835.00	$91,750.00
92	10" Diameter	EA	10	$1,700.00	$17,000.00	$1,500.00	$15,000.00	$2,100.00	$21,000.00

TRENCHLESS LATERAL CONNECTION REPAIR (LCR)

Item No.	Item Description	Unit	No. Units	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
115	Mobilization (Each Purchase Order)	LS	1	$2,500.00	$2,500.00	$1,500.00	$1,500.00	$4,200.00	$4,200.00
116	Setup Per Manhole to Manhole Segment	EA	20	$500.00	$10,000.00	$500.00	$10,000.00	$785.00	$15,700.00
117	LCR - 8" to 12" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	150	$1,300.00	$195,000.00	$1,490.00	$223,500.00	$1,470.00	$220,500.00

MANHOLE FRAME AND COVER REPLACEMENT (OWNER PROVIDES FRAME AND COVER)

Item No.	Item Description	Unit	No. Units	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
132	Mobilization (Each Purchase Order)	LS	1	$1,100.00	$1,100.00	$1,250.00	$1,250.00	$1,365.00	$1,365.00
133	Under Turf	EA	5	$910.00	$4,550.00	$900.00	$4,500.00	$779.10	$3,895.50
134	Under Alleyway	EA	20	$1,100.00	$22,000.00	$1,000.00	$20,000.00	$871.50	$17,430.00
135	Under Pavement	EA	5	$2,750.00	$13,750.00 *	$1,500.00	$7,500.00	$1,434.30	$7,171.50

MANHOLE REHABILITATION - 4 FOOT DIAMETER

Item No.	Item Description	Unit	No. Units	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
136	Mobilization (Each Purchase Order)	LS	1	$1,500.00	$1,500.00	$1,700.00	$1,700.00	$2,000.00	$2,000.00
139	Cementitious with Antimicrobial Additive	VF	200	$175.00	$35,000.00	$170.00	$34,000.00	$140.00	$28,000.00
141	Epoxy	VF	15	$325.00	$4,875.00	$400.00	$6,000.00	$480.00	$7,200.00

FLEXIBLE MANHOLE CHIMNEY SEALANT

Item No.	Item Description	Unit	No. Units	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
154	Mobilization (Each Purchase Order)	LS	1	$1,200.00	$1,200.00	$1,000.00	$1,000.00	$1,365.00	$1,365.00
155	Up to 24" Diameter Chimney	VF	40	$495.00	$19,800.00	$250.00	$10,000.00	$892.00	$35,680.00

OPEN TRENCH SEWER LINE POINT REPAIR FOR AN 8" TO 10" DIAMETER SEWER MAIN

Item No.	Item Description	Unit	No. Units	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
165	Mobilization (Each Purchase Order)	LS	1	$1,100.00	$1,100.00	$2,250.00	$2,250.00	$1,365.00	$1,365.00
166	0'-6' Deep Under Turf, Up to 10' Long	EA	1	$1,775.00	$1,775.00	$1,950.00	$1,950.00	$2,037.00	$2,037.00
168	6'-12' Deep Under Turf, Up to 10' Long	EA	1	$2,000.00	$2,000.00	$2,200.00	$2,200.00	$3,046.05	$3,046.05
169	Additional Footage (>10'), 6'-12' Deep Under Turf	LF	10	$120.00	$1,200.00	$70.00	$700.00	$304.50	$3,045.00
170	12'-18' Deep Under Turf, Up to 10' Long	EA	1	$3,300.00	$3,300.00	$3,000.00	$3,000.00	$4,373.25	$4,373.25
172	0'-6' Deep Under Alleyway, Up to 10' Long	EA	1	$2,600.00	$2,600.00	$2,500.00	$2,500.00	$2,962.05	$2,962.05
173	Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	10	$140.00	$1,400.00	$85.00	$850.00	$296.10	$2,961.00
174	6'-12' Deep Under Alleyway, Up to 10' Long	EA	5	$3,100.00	$15,500.00	$2,750.00	$13,750.00	$3,661.35	$18,306.75
175	Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	50	$168.00	$8,400.00	$90.00	$4,500.00	$366.45	$18,322.50
176	12'-18' Deep Under Alleyway, Up to 10' Long	EA	1	$4,300.00	$4,300.00	$4,000.00	$4,000.00	$5,619.60	$5,619.60
177	Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	10	$240.00	$2,400.00	$110.00	$1,100.00	$562.80	$5,628.00
178	0'-6' Deep Under Pavement, Up to 10' Long	EA	1	$4,100.00	$4,100.00	$4,000.00	$4,000.00	$6,279.00	$6,279.00
179	Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	10	$240.00	$2,400.00	$120.00	$1,200.00	$627.90	$6,279.00
180	6'-12' Deep Under Pavement, Up to 10' Long	EA	1	$4,400.00	$4,400.00	$4,500.00	$4,500.00	$6,594.00	$6,594.00
181	Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	10	$250.00	$2,500.00	$120.00	$1,200.00	$657.30	$6,573.00
182	12'-18' Deep Under Pavement, Up to 10' Long	EA	1	$6,400.00	$6,400.00	$5,500.00	$5,500.00	$7,840.35	$7,840.35
183	Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	10	$375.00	$3,750.00	$200.00	$2,000.00	$798.00	$7,980.00

OPEN TRENCH LATERAL (4" TO 6" DIA.) CONNECTION REPAIR FOR AN 8" TO 10" DIA. SEWER MAIN

Item No.	Item Description	Unit	No. Units	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
241	Mobilization (Each Purchase Order)	LS	1	$1,100.00	$1,100.00	$2,000.00	$2,000.00	$1,365.00	$1,365.00
242	0'-6' Deep Under Turf	EA	1	$2,200.00	$2,200.00	$2,000.00	$2,000.00	$1,945.65	$1,945.65
243	6'-12' Deep Under Turf	EA	1	$2,700.00	$2,700.00 *	$2,000.00	$2,000.00	$2,155.65	$2,155.65
244	12'-18' Deep Under Turf	EA	1	$4,000.00	$4,000.00	$2,250.00	$2,250.00	$2,730.00	$2,730.00
245	0'-6' Deep Under Alleyway	EA	5	$3,000.00	$15,000.00	$2,000.00	$10,000.00	$2,289.00	$11,445.00
246	6'-12' Deep Under Alleyway	EA	10	$3,400.00	$34,000.00	$2,250.00	$22,500.00	$2,688.00	$26,880.00
247	12'-18' Deep Under Alleyway	EA	5	$4,800.00	$24,000.00	$3,000.00	$15,000.00	$3,238.20	$16,191.00
248	0'-6' Deep Under Pavement	EA	1	$5,100.00	$5,100.00	$4,000.00	$4,000.00	$2,903.25	$2,903.25
249	6'-12' Deep Under Pavement	EA	1	$5,200.00	$5,200.00	$4,500.00	$4,500.00	$3,302.25	$3,302.25
250	12'-18' Deep Under Pavement	EA	1	$7,200.00	$7,200.00	$5,000.00	$5,000.00	$3,852.45	$3,852.45

OPEN TRENCH LATERAL SEWER LINE (4" TO 6" DIA.)

Item No.	Item Description	Unit	No. Units	Unit Price	Extended Total		Unit Price	Extended Total	Unit Price	Extended Total
281	0'-6' Deep Under Turf	LF	5	$48.00	$240.00		$30.00	$150.00	$26.40	$132.00
282	6'-12' Deep Under Turf	LF	10	$85.00	$850.00		$35.00	$350.00	$36.47	$364.70
283	12'-18' Deep Under Turf	LF	15	$110.00	$1,650.00		$40.00	$600.00	$61.94	$929.10
284	0'-6' Deep Under Alleyway	LF	25	$84.00	$2,100.00		$35.00	$875.00	$46.97	$1,174.25
285	6'-12' Deep Under Alleyway	LF	100	$100.00	$10,000.00		$50.00	$5,000.00	$77.58	$7,758.00
286	12'-18' Deep Under Alleyway	LF	75	$145.00	$10,875.00		$75.00	$5,625.00	$108.20	$8,115.00
287	0'-6' Deep Under Pavement	LF	5	$125.00	$625.00		$100.00	$500.00	$78.25	$391.25
288	6'-12' Deep Under Pavement	LF	10	$150.00	$1,500.00		$110.00	$1,100.00	$108.87	$1,088.70
289	12'-18' Deep Under Pavement	LF	15	$210.00	$3,150.00		$150.00	$2,250.00	$139.48	$2,092.20

DISPOSAL OF LEAD CONTAMINATED SOIL

Item No.	Item Description	Unit	No. Units	Unit Price	Extended Total		Unit Price	Extended Total	Unit Price	Extended Total
314	Disposal, per Specifications	CY	1000	$13.50	$13,500.00		$18.00	$18,000.00	$19.95	$19,950.00

TRAFFIC CONTROL

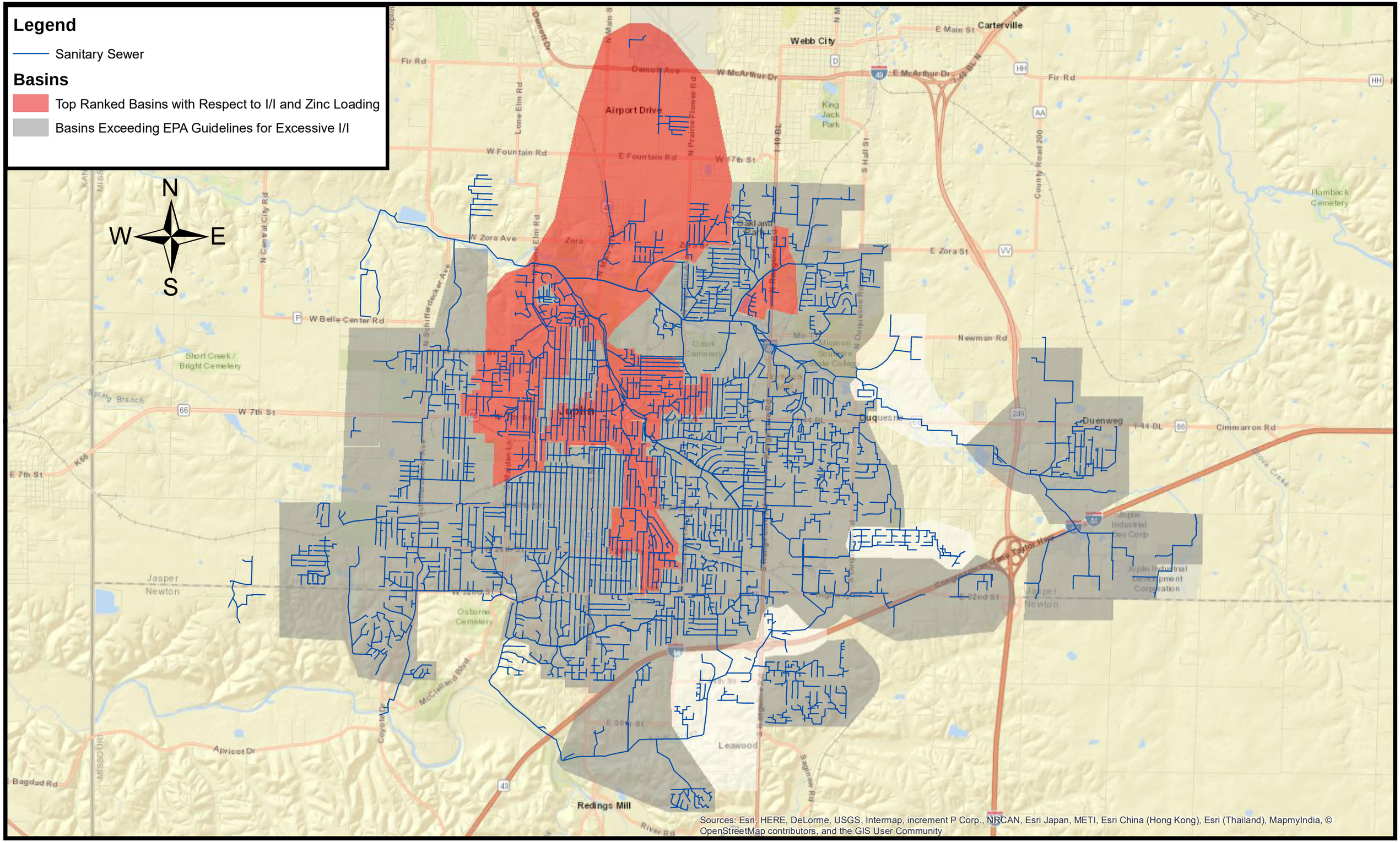
Item No.	Item Description	Unit	No. Units	Unit Price	Extended Total		Unit Price	Extended Total	Unit Price	Extended Total
315	Local Street Closure	EA	2	$525.00	$1,050.00		$1,000.00	$2,000.00	$525.00	$1,050.00
316	Short Duration Traffic Control for Collector or Arterial	EA	10	$525.00	$5,250.00		$1,000.00	$10,000.00	$525.00	$5,250.00
	Short-Term Stationary Traffic Control for Collector or Arterial Street									
317	Outside Lane Closure (1-day)	EA	1	$650.00	$650.00		$1,200.00	$1,200.00	$630.00	$630.00
318	Inside Lane Closure (1-day)	EA	1	$675.00	$675.00		$1,200.00	$1,200.00	$651.00	$651.00
319	Center Turn Lane Closure (1-day)	EA	1	$700.00	$700.00	*	$1,200.00	$1,200.00	$703.50	$703.50
320	Two-Lane Closure (1-day)	EA	1	$775.00	$775.00	*	$1,500.00	$1,500.00	$761.25	$761.25
	Intermediate-Term Stationary Traffic Control For Collector or Arterial Street									
327	Two-Lane Closure (Up to 3-days)	EA	1	$1,750.00	$1,750.00		$2,500.00	$2,500.00	$1,775.00	$1,775.00
328	Two-Lane Closure (Each Additional Day)	DAY	11	$420.00	$4,620.00		$600.00	$6,600.00	$420.00	$4,620.00
1.5% PERFORMANCE AND PAYMENT BOND				$14,126.85	$14,126.85	*	$14,728.50	$14,728.50	$15,397.01	$15,397.01
					$955,916.85	*****		**$996,628.50**		**$1,041,864.26**

*** Denotes mathematical error.**

This is to certify that at 10:00 am on October 12, 2017 at the office of the City of Joplin, MO., the bids were publicly opened, read aloud, checked, and the above totals are correct as to the additions and the bids were accompanied by acceptable bidder's bonds.

By _____

John Briggs, P.E.



ALLGEIER MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24TH STREET, JOPLIN, MISSOURI 64804

CITY OF JOPLIN MISSOURI

SANITARY SEWER BASINS WITH EXCESSIVE I/I AND ZINC LOADING

COUNCIL BILL NO. 2017- 164 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Ace Pipe Cleaning, Inc., for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System Project; 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 Ace Pipe Cleaning, Inc., for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System Project 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. 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 the sum due there under from Sanitary Sewer Fund No. 415-4542-540-8675.

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- 164

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund No. 415-4542-540-8675 Fund Account to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

BID 00301

Proposal of Ace Pipe Cleaning, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Missouri doing business as *Ace Pipe Cleaning, Inc. to the City of Joplin, Missouri (hereinafter called "OWNER").

In compliance with your Invitation to Bid, BIDDER hereby proposes to perform all WORK for the construction of 2018 & 2019 EVALUATION AND REHABILITATION OF WASTEWATER COLLECTION SYSTEM in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other Bidder or with any competitor.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within ten (10) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein.

As bid security, BIDDER provides herewith a Bid Bond (Cashier's check, Certified check), in the amount of five percent (5%) of the Total Projected Purchase Order Number 1 amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement within the period of time herein previously established.

BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED for each respective purchase order and to fully complete the PROJECT within the timeframe set forth by each PURCHASE ORDER. PURCHASE ORDERS for this PROJECT will not be issued after October 31, 2019. The unit prices for the various work and material items established herein shall be valid for the duration of any purchase order issued as part of this contract. BIDDER agrees to pay as liquidated damages to the OWNER for each respective PURCHASE ORDER, the sum of $500.00 each consecutive calendar day thereafter the established time of completion as provided in Section 15 of the General Conditions. BIDDER further agrees to reimburse suppliers, manufacturers and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the BIDDER to fully complete the respective PURCHASE ORDER within the established time, as provided in Section 15 of the General Conditions.

Cooperative Procurement with Other Jurisdictions: This Contract is established as a cooperative purchasing contract, pursuant to Missouri State Statute RSMO Chapter 70, Section 70.220. While this section is optional, it is preferred and agreeing to extend the contract to other public entities will be given preference in the evaluation process. Though not a party to this contract, other public entities, state, city, county, and local government bodies established on behalf of public entities may purchase the sewer rehabilitation services under this contract. BIDDER agrees to extend the pricing associated with this contract to other Missouri, Kansas, Oklahoma, and Arkansas public entities. However, Contractor shall retain the right to contract with other entities and to negotiate mobilization and/or travel cost in addition to the pricing stated herein, directly with other entities, in order to cover cost associated with working in areas remote to the City of Joplin area.

BIDDER agrees to Cooperative Procurement __X__ Yes _____ No BIDDER Initials _____

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER acknowledges receipt of the following ADDENDA:

NO.	DATE
1	9/22/17
2	9/26/17

BID SCHEDULE

BIDDER agrees to perform all the work described in the Contract Documents for the following unit or lump sum prices.

SEWER LINE CLEANING AND CCTV INSPECTION			
Item No.	Unit	Item Description	Unit Price
1	Lump Sum	Mobilization (Each Purchase Order)	$ 750.00
Light Cleaning (Up to 3 Cleaning Passes)			
Item No.	Unit	Item Description	Unit Price
2	L.F.	6" to 10" Diameter	$ 0.55
3	L.F.	12" to 16" Diameter	$ 0.60
4	L.F.	18" to 21" Diameter	$ 1.25
5	L.F.	24" to 27" Diameter	$ 2.00
6	L.F.	30" to 32" Diameter	$ 3.00
7	L.F.	36" to 38" Diameter	$ 3.50
8	L.F.	42" to 48" Diameter	$ 4.50
Heavy Cleaning (4 to 10 Cleaning Passes)			
Item No.	Unit	Item Description	Unit Price
9	L.F.	6" to 10" Diameter	$ 0.75
10	L.F.	12" to 16" Diameter	$ 2.10
11	L.F.	18" to 21" Diameter	$ 8.00
12	L.F.	24" to 27" Diameter	$ 12.00
13	L.F.	30" to 32" Diameter	$ 13.00
14	L.F.	36" to 38" Diameter	$ 14.00
15	L.F.	42" to 48" Diameter	$ 16.00

SEWER LINE CLEANING AND CCTV INSPECTION (CONTINUED)			
CCTV Inspection			
Item No.	Unit	Item Description	Unit Price
16	L.F.	6" to 10" Diameter	$ 0.74
17	L.F.	12" to 16" Diameter	$ 0.90
18	L.F.	18" to 21" Diameter	$ 1.00
19	L.F.	24" to 27" Diameter	$ 1.10
20	L.F.	30" to 32" Diameter	$ 2.00
21	L.F.	36" to 38" Diameter	$ 2.00
22	L.F.	42" to 48" Diameter	$ 2.00

SEWER LINE CLEANING, CCTV INSPECTION, & MISCELLANEOUS SERVICES			
Regular Rates **(A minimum 4-hour charge shall be applied to all hourly services to account for mobilization)**			
Item No.	Unit	Item Description	Unit Price
23	Hr.	Operator and TV Truck	$ 180.00
24	Hr.	Operator and Jetter Unit	$ 165.00
25	Hr.	Operator and Jetter/Combo Unit	$ 185.00
26	Hr.	Operator and Jumbo Jetter/Combo Unit	$ 205.00
27	Hr.	Operator and Wet Vacuum	$ 160.00
28	Hr.	Operator and Dry Vacuum	$ 180.00
29	Hr.	Operator and Waterblaster	$ 180.00
30	Hr.	Operator and Bucket Machines	$ 215.00
31	Hr.	2-Operators, TV Truck, and Jetter Unit	$ 275.00
32	Hr.	2-Operators, TV Truck, Jetter/Combo Unit	$ 340.00
33	Hr.	Additional Laborer	$ 65.00
34	Hr.	Support Truck (Safety, Fuel, and/or Pipe Supplies)	$ 70.00

SEWER LINE CLEANING, CCTV INSPECTION, & MISCELLANEOUS SERVICES (CONTINUED)			
Overtime Rates (Refer to Prevailing Wage Law Rules)			
Item No.	Unit	Item Description	Unit Price
35	Hr.	Operator and TV Truck	$ 195.00
36	Hr.	Operator and Jetter Unit	$ 180.00
37	Hr.	Operator and Jetter/Combo Unit	$ 200.00
38	Hr.	Operator and Jumbo Jetter/Combo Unit	$ 225.00
39	Hr.	Operator and Wet Vacuum	$ 175.00
40	Hr.	Operator and Dry Vacuum	$ 195.00
41	Hr.	Operator and Waterblaster	$ 195.00
42	Hr.	Operator and Bucket Machines	$ 250.00
43	Hr.	2-Operators, TV Truck, and Jetter Unit	$ 310.00
44	Hr.	2-Operators, TV Truck, Jetter/Combo Unit	$ 375.00
45	Hr.	Additional Laborer	$ 80.00
46	Hr.	Support Truck (Safety, Fuel, and/or Pipe Supplies)	$ 70.00
Accessories			
Item No.	Unit	Item Description	Unit Price
47	Lbs.	Powdered Lime	$ 2.50
48	100' Roll	6" Plastic Vacuum Hose	$ 150.00
49	L.F.	6" Metal Flex Hose	$ 13.50
50	Day	Confined Space Equipment – Tripod, Gas Detector, Etc.	$ 135.00
51	Hr.	Hurricane Nozzle	$ 27.00

MANHOLE CLEANING AND INSPECTION			
Item No.	Unit	Item Description	Unit Price
52	Lump Sum	Mobilization (Each Purchase Order)	$ 750.00
53	Ea.	Manhole Cleaning	$ 40.00
54	Ea.	Manhole Inspection	$ 75.00

LATERAL SEWER LINE CCTV INSPECTION			
Item No.	Unit	Item Description	Unit Price
55	Lump Sum	Mobilization (Each Purchase Order)	$ 750.00
56	Ea.	Setup per Manhole to Manhole Segment	$ 50.00
57	Ea.	CCTV Lateral Sewer Line Inspection	$ 225.00

FOAMING ROOT CONTROL			
Item No.	Unit	Item Description	Unit Price
58	Lump Sum	Mobilization (Each Purchase Order)	$ 1,320.00
59	~~Ea.~~ LF	8" to 12" Diameter	$ 1.35
60	~~Ea.~~ LF	14" to 18" Diameter	$ 1.50

LARGE DIAMETER SANITARY SEWER LINE INSPECTION			
Item No.	Unit	Item Description	Unit Price
61	Lump Sum	Mobilization (Each Purchase Order)	$ 1,500.00
62	L.F.	≥ 18" Diameter	$ 5.25

SMOKE TESTING			
Item No.	Unit	Item Description	Unit Price
63	Lump Sum	Mobilization (Each Purchase Order)	$ 2,100.00
64	L.F.	8" to 12" Diameter	$ 0.46
65	L.F.	14" to 18" Diameter	$ 0.46

LINING OF EXISTING SEWERS – CIPP			
Item No.	Unit	Item Description	Unit Price
66	Lump Sum	Mobilization (Each Purchase Order)	$ 8,000.00
67	L.F.	8" Diameter (6 mm Liner Thickness)	$ 23.25
68	L.F.	8" Diameter (7.5 mm Liner Thickness)	$ 25.00

LINING OF EXISTING SEWERS – CIPP (CONTINUED)			
Item No.	Unit	Item Description	Unit Price
69	L.F.	10" Diameter (6 mm Liner Thickness)	$ 26.25
70	L.F.	10" Diameter (7.5 mm Liner Thickness)	$ 28.00
71	L.F.	12" Diameter (6 mm Liner Thickness)	$ 36.25
72	L.F.	12" Diameter (7.5 mm Liner Thickness)	$ 39.00
73	L.F.	12" Diameter (9.0 mm Liner Thickness)	$ 41.00
74	L.F.	12" Diameter (10.5 mm Liner Thickness)	$ 46.00
75	L.F.	12" Diameter (12.0 mm Liner Thickness)	$ 51.00
76	L.F.	15" Diameter (7.5 mm Liner Thickness)	$ 72.00
77	L.F.	15" Diameter (9.0 mm Liner Thickness)	$ 75.00
78	L.F.	15" Diameter (10.5 mm Liner Thickness)	$ 78.00
79	L.F.	15" Diameter (12.0 mm Liner Thickness)	$ 80.00
80	L.F.	18" Diameter (9.0 mm Liner Thickness)	$ 83.00
81	L.F.	18" Diameter (10.5 mm Liner Thickness)	$ 86.00
82	L.F.	18" Diameter (12.0 mm Liner Thickness)	$ 92.00
83	L.F.	18" Diameter (13.5 mm Liner Thickness)	$ 105.00

LINING OF EXISTING SEWERS – CIPP END SEALS			
Item No.	Unit	Item Description	Unit Price
84	Lump Sum	Mobilization (Each Purchase Order)	$ 1,200.00
85	Ea.	8" Diameter	$ 479.00
86	Ea.	10" Diameter	$ 505.00
87	Ea.	12" Diameter	$ 530.00
88	Ea.	15" Diameter	$ 556.00
89	Ea.	18" Diameter	$ 582.00

LINING OF EXISTING SEWERS – CIPP POINT REPAIRS (5-FOOT LONG)			
Item No.	Unit	Item Description	Unit Price
90	Lump Sum	Mobilization (Each Purchase Order)	$ 2,000.00
91	Ea.	8" Diameter	$ 1,600.00
92	Ea.	10" Diameter	$ 1,700.00
93	Ea.	12" Diameter	$ 1,800.00
94	Ea.	15" Diameter	$ 2,000.00
95	Ea.	18" Diameter	$ 4,500.00

LINING OF EXISTING SEWERS – THERMOFORMED (FOLD AND FORM) PIPE			
Item No.	Unit	Item Description	Unit Price
96	Lump Sum	Mobilization (Each Purchase Order)	$ 4,000.00
97	L.F.	8" Diameter	$ 35.00
98	L.F.	10" Diameter	$ 45.00
99	L.F.	12" Diameter	$ 55.00
100	L.F.	15" Diameter	$ 65.00
101	L.F.	18" Diameter	$ 85.00

LINING OF EXISTING SEWERS – GLASS REINFORCED PLASTIC (GRP) CIPP CURED WITH UV-LIGHT			
Item No.	Unit	Item Description	Unit Price
102	Lump Sum	Mobilization (Each Purchase Order)	$ 4,000.00
103	L.F.	8" Diameter	$ 44.50
104	L.F.	10" Diameter	$ 50.00
105	L.F.	12" Diameter	$ 66.00
106	L.F.	15" Diameter	$ 75.00
107	L.F.	18" Diameter	$ 85.00

LINING OF EXISTING SEWERS – CENTRIFUGALLY CAST CONCRETE PIPE (CCCP)			
Item No.	Unit	Item Description	Unit Price
108	Lump Sum	Mobilization (Each Purchase Order)	$ 3,000.00
109	L.F.	36" Diameter	$ 300.00
110	L.F.	38" Diameter	$ 300.00
111	L.F.	42" Diameter	$ 300.00
112	L.F.	48" Diameter	$ 350.00
113	L.F.	54" Diameter	$ 400.00
114	L.F.	60" Diameter	$ 450.00

TRENCHLESS LATERAL CONNECTION REPAIR (LCR)			
Item No.	Unit	Item Description	Unit Price
115	Lump Sum	Mobilization (Each Purchase Order)	$ 2,500.00
116	Ea.	Setup Per Manhole to Manhole Segment	$ 500.00
117	Ea.	LCR – 8" to 12" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long	$ 1,300.00
118	Ea.	LCR – 15" to 21" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long	$ 3,000.00
119	L.F.	Additional LCR Length – 8" to 21" Diameter Main, 4" to 6" Diameter Lateral, > 18" Long	$ 175.00
120	Ea.	LCR Terminating in Manhole, 4" to 6" Diameter, Up to 18" Long	$ 1,850.00
121	L.F.	Additional LCR Length Terminating in Manhole, 4" to 6" Diameter, > 18" Long	$ 65.00
122	Ea.	In-Lateral Transition from 6" to 4" Diameter or 8" to 6" Diameter	$ 1,000.00
123	Ea.	Mainline Manhole Drops, 8" to 12" Diameter	$ 3,000.00

SERVICE LATERAL LINE CLEANOUT INSTALLATION			
Item No.	Unit	Item Description	Unit Price
124	Lump Sum	Mobilization (Each Purchase Order)	$ 650.00
125	Ea.	Locate for Cleanout via Lateral Launch Mainline Camera	$ 350.00
126	Ea.	4" to 6" Diameter Cleanout Installation, 0'-6' Deep Under Turf	$ 726.00
127	Ea.	4" to 6" Diameter Cleanout Installation, 6'-12' Deep Under Turf	$ 770.00

SERVICE LATERAL LINE CLEANOUT INSTALLATION (CONTINUED)			
Item No.	Unit	Item Description	Unit Price
128	Ea.	4" to 6" Diameter Cleanout Installation, 0'-6' Deep Under Alleyway	$ 924.00
129	Ea.	4" to 6" Diameter Cleanout Installation, 6'-12' Deep Alleyway	$ 1,210.00
130	Ea.	4" to 6" Diameter Cleanout Installation, 0'-6' Deep Under Pavement	$ 1,210.00
131	Ea.	4" to 6" Diameter Cleanout Installation, 6'-12' Deep Under Pavement	$ 1,500.00

MANHOLE FRAME AND COVER REPLACEMENT (OWNER PROVIDES FRAME AND COVER)			
Item No.	Unit	Item Description	Unit Price
132	Lump Sum	Mobilization (Each Purchase Order)	$ 1,100.00
133	Ea.	Under Turf	$ 910.00
134	Ea.	Under Alleyway	$ 1,100.00
135	Ea.	Under Pavement	$ 2,750.00

MANHOLE RENOVATION – 4 FOOT DIAMETER			
Item No.	Unit	Item Description	Unit Price
136	Lump Sum	Mobilization (Each Purchase Order)	$ 1,500.00
137	V.F.	Cementitious (Type 1 Portland Cement)	$ 135.00
138	V.F.	Cementitious H_2S Resistant (Fused Aluminate Clinker)	$ 145.00
139	V.F.	Cementitious with Antimicrobial Additive	$ 175.00
140	V.F.	Epoxy	$ 185.00
141	V.F.	Cementitious and Epoxy	$ 325.00

MANHOLE RENOVATION – 5 FOOT DIAMETER			
Item No.	Unit	Item Description	Unit Price
142	Lump Sum	Mobilization (Each Purchase Order)	$ 1,800.00
143	V.F.	Cementitious (Type 1 Portland Cement)	$ 142.00
144	V.F.	Cementitious H_2S Resistant (Fused Aluminate Clinker)	$ 153.00
145	V.F.	Cementitious with Antimicrobial Additive	$ 226.00

MANHOLE RENOVATION – 5 FOOT DIAMETER (CONTINUED)			
Item No.	Unit	Item Description	Unit Price
146	V.F.	Epoxy	$ 210.00
147	V.F.	Cementitious & Epoxy	$ 352.00

MANHOLE RENOVATION – 6 FOOT DIAMETER			
Item No.	Unit	Item Description	Unit Price
148	Lump Sum	Mobilization (Each Purchase Order)	$ 1,800.00
149	V.F.	Cementitious (Type 1 Portland Cement)	$ 155.00
150	V.F.	Cementitious H_2S Resistant (Fused Aluminate Clinker)	$ 165.00
151	V.F.	Cementitious with Antimicrobial Additive	$ 241.00
152	V.F.	Epoxy	$ 230.00
153	V.F.	Cementitious and Epoxy	$ 376.00

FLEXIBLE MANHOLE CHIMNEY SEALANT			
Item No.	Unit	Item Description	Unit Price
154	Lump Sum	Mobilization (Each Purchase Order)	$ 1,200.00
155	V.F.	Up to 24" Diameter Chimney	$ 495.00
156	V.F.	25" to 36" Diameter Chimney	$ 550.00
157	V.F.	37" to 48" Diameter Chimney	$ 625.00

MANHOLE RENOVATION USING CURED-IN-PLACE MANHOLE (CIPM)			
Item No.	Unit	Item Description	Unit Price
158	Lump Sum	Mobilization (Each Purchase Order)	$ 1,800.00
159	Ea.	4' Diameter CIPM (Up to 6' Deep)	$ 3,900.00
160	V.F.	4' Diameter CIPM Extra Depth	$ 650.00
161	Ea.	5' Diameter CIPM (Up to 6' Deep)	$ 5,250.00
162	V.F.	5' Diameter CIPM Extra Depth	$ 875.00
163	Ea.	6' Diameter CIPM (Up to 6' Deep)	$ 6,420.00
164	V.F.	6' Diameter CIPM (Up to 6' Deep)	$ 1,070.00

OPEN TRENCH SEWER LINE POINT REPAIR FOR AN 8" TO 10" DIAMETER SEWER MAIN			
Item No.	Unit	Item Description	Unit Price
165	Lump Sum	Mobilization (Each Purchase Order)	$ 1,100.00
166	Ea.	0'-6' Deep Under Turf, Up to 10' Long	$ 1,775.00
167	L.F.	Additional Footage (>10'), 0'-6' Deep Under Turf	$ 110.00
168	Ea.	6'-12' Deep Under Turf, Up to 10' Long	$ 2,000.00
169	L.F.	Additional Footage (>10'), 6'-12' Deep Under Turf	$ 120.00
170	Ea.	12'-18' Deep Under Turf, Up to 10' Long	$ 3,300.00
171	L.F.	Additional Footage (>10'), 12'-18' Deep Under Turf	$ 200.00
172	Ea.	0'-6' Deep Under Alleyway, Up to 10' Long	$ 2,600.00
173	L.F.	Additional Footage (>10'), 0'-6' Deep Under Alleyway	$ 140.00
174	Ea.	6'-12' Deep Under Alleyway, Up to 10' Long	$ 3,100.00
175	L.F.	Additional Footage (>10'), 6'-12' Deep Under Alleyway	$ 168.00
176	Ea.	12'-18' Deep Under Alleyway, Up to 10' Long	$ 4,300.00
177	L.F.	Additional Footage (>10'), 12'-18' Deep Under Alleyway	$ 240.00
178	Ea.	0'-6' Deep Under Pavement, Up to 10' Long	$ 4,100.00
179	L.F.	Additional Footage (>10'), 0'-6' Deep Under Pavement	$ 240.00
180	Ea.	6'-12' Deep Under Pavement, Up to 10' Long	$ 4,400.00
181	L.F.	Additional Footage (>10'), 6'-12' Deep Under Pavement	$ 250.00
182	Ea.	12'-18' Deep Under Pavement, Up to 10' Long	$ 6,400.00
183	L.F.	Additional Footage (>10'), 12'-18' Deep Under Pavement	$ 375.00

OPEN TRENCH SEWER LINE POINT REPAIR FOR A 12" DIAMETER SEWER MAIN			
Item No.	Unit	Item Description	Unit Price
184	Lump Sum	Mobilization (Each Purchase Order)	$ 1,100.00
185	Ea.	0'-6' Deep Under Turf, Up to 10' Long	$ 1,900.00
186	L.F.	Additional Footage (>10'), 0'-6' Deep Under Turf	$ 125.00
187	Ea.	6'-12' Deep Under Turf, Up to 10' Long	$ 2,300.00

OPEN TRENCH SEWER LINE POINT REPAIR FOR A 12" DIAMETER SEWER MAIN (CONTINUED)			
Item No.	Unit	Item Description	Unit Price
188	L.F.	Additional Footage (>10'), 6'-12' Deep Under Turf	$ 150.00
189	Ea.	12'-18' Deep Under Turf, Up to 10' Long	$ 3,500.00
190	L.F.	Additional Footage (>10'), 12'-18' Deep Under Turf	$ 225.00
191	Ea.	0'-6' Deep Under Alleyway, Up to 10' Long	$ 2,750.00
192	L.F.	Additional Footage (>10'), 0'-6' Deep Under Alleyway	$ 165.00
193	Ea.	6'-12' Deep Under Alleyway, Up to 10' Long	$ 3,200.00
194	L.F.	Additional Footage (>10'), 6'-12' Deep Under Alleyway	$ 200.00
195	Ea.	12'-18' Deep Under Alleyway, Up to 10' Long	$ 4,900.00
196	L.F.	Additional Footage (>10'), 12'-18' Deep Under Alleyway	$ 275.00
197	Ea.	0'-6' Deep Under Pavement, Up to 10' Long	$ 4,600.00
198	L.F.	Additional Footage (>10'), 0'-6' Deep Under Pavement	$ 275.00
199	Ea.	6'-12' Deep Under Pavement, Up to 10' Long	$ 5,400.00
200	L.F.	Additional Footage (>10'), 6'-12' Deep Under Pavement	$ 300.00
201	Ea.	12'-18' Deep Under Pavement, Up to 10' Long	$ 7,700.00
202	L.F.	Additional Footage (>10'), 12'-18' Deep Under Pavement	$ 450.00

OPEN TRENCH SEWER LINE POINT REPAIR FOR A 15" DIAMETER SEWER MAIN			
Item No.	Unit	Item Description	Unit Price
203	Lump Sum	Mobilization (Each Purchase Order)	$ 1,100.00
204	Ea.	0'-6' Deep Under Turf, Up to 10' Long	$ 2,200.00
205	L.F.	Additional Footage (>10'), 0'-6' Deep Under Turf	$ 150.00
206	Ea.	6'-12' Deep Under Turf, Up to 10' Long	$ 2,750.00
207	L.F.	Additional Footage (>10'), 6'-12' Deep Under Turf	$ 175.00
208	Ea.	12'-18' Deep Under Turf, Up to 10' Long	$ 4,000.00
209	L.F.	Additional Footage (>10'), 12'-18' Deep Under Turf	$ 220.00
210	Ea.	0'-6' Deep Under Alleyway, Up to 10' Long	$ 3,000.00
211	L.F.	Additional Footage (>10'), 0'-6' Deep Under Alleyway	$ 185.00

OPEN TRENCH SEWER LINE POINT REPAIR FOR A 15" DIAMETER SEWER MAIN (CONTINUED)			
Item No.	Unit	Item Description	Unit Price
212	Ea.	6'-12' Deep Under Alleyway, Up to 10' Long	$ 3,500.00
213	L.F.	Additional Footage (>10'), 6'-12' Deep Under Alleyway	$ 200.00
214	Ea.	12'-18' Deep Under Alleyway, Up to 10' Long	$ 5,000.00
215	L.F.	Additional Footage (>10'), 12'-18' Deep Under Alleyway	$ 275.00
216	Ea.	0'-6' Deep Under Pavement, Up to 10' Long	$ 4,800.00
217	L.F.	Additional Footage (>10'), 0'-6' Deep Under Pavement	$ 300.00
218	Ea.	6'-12' Deep Under Pavement, Up to 10' Long	$ 5,500.00
219	L.F.	Additional Footage (>10'), 6'-12' Deep Under Pavement	$ 300.00
220	Ea.	12'-18' Deep Under Pavement, Up to 10' Long	$ 7,700.00
221	L.F.	Additional Footage (>10'), 12'-18' Deep Under Pavement	$ 440.00

OPEN TRENCH SEWER LINE POINT REPAIR FOR AN 18" DIAMETER SEWER MAIN			
Item No.	Unit	Item Description	Unit Price
222	Lump Sum	Mobilization (Each Purchase Order)	$ 1,100.00
223	Ea.	0'-6' Deep Under Turf, Up to 10' Long	$ 2,750.00
224	L.F.	Additional Footage (>10'), 0'-6' Deep Under Turf	$ 200.00
225	Ea.	6'-12' Deep Under Turf, Up to 10' Long	$ 3,200.00
226	L.F.	Additional Footage (>10'), 6'-12' Deep Under Turf	$ 225.00
227	Ea.	12'-18' Deep Under Turf, Up to 10' Long	$ 4,400.00
228	L.F.	Additional Footage (>10'), 12'-18' Deep Under Turf	$ 275.00
229	Ea.	0'-6' Deep Under Alleyway, Up to 10' Long	$ 3,800.00
230	L.F.	Additional Footage (>10'), 0'-6' Deep Under Alleyway	$ 250.00
231	Ea.	6'-12' Deep Under Alleyway, Up to 10' Long	$ 4,000.00
232	L.F.	Additional Footage (>10'), 6'-12' Deep Under Alleyway	$ 250.00
233	Ea.	12'-18' Deep Under Alleyway, Up to 10' Long	$ 5,500.00
234	L.F.	Additional Footage (>10'), 12'-18' Deep Under Alleyway	$ 330.00
235	Ea.	0'-6' Deep Under Pavement, Up to 10' Long	$ 5,400.00

OPEN TRENCH SEWER LINE POINT REPAIR FOR AN 18" DIAMETER SEWER MAIN (CONTINUED)			
Item No.	Unit	Item Description	Unit Price
236	L.F.	Additional Footage (>10'), 0'-6' Deep Under Pavement	$ 325.00
237	Ea.	6'-12' Deep Under Pavement, Up to 10' Long	$ 6,100.00
238	L.F.	Additional Footage (>10'), 6'-12' Deep Under Pavement	$ 350.00
239	Ea.	12'-18' Deep Under Pavement, Up to 10' Long	$ 8,300.00
240	L.F.	Additional Footage (>10'), 12'-18' Deep Under Pavement	$ 500.00

OPEN TRENCH LATERAL (4" OR 6" DIA.) CONNECTION REPAIR FOR AN 8" OR 10" DIAMETER SEWER MAIN			
Item No.	Unit	Item Description	Unit Price
241	Lump Sum	Mobilization (Each Purchase Order)	$ 1,100.00
242	Ea.	0'-6' Deep Under Turf	$ 2,200.00
243	Ea.	6'-12' Deep Under Turf	$ 2,700.00
244	Ea.	12'-18' Deep Under Turf	$ 4,000.00
245	Ea.	0'-6' Deep Under Alleyway	$ 3,000.00
246	Ea.	6'-12' Deep Under Alleyway	$ 3,400.00
247	Ea.	12'-18' Deep Under Alleyway	$ 4,800.00
248	Ea.	0'-6' Deep Under Pavement	$ 5,100.00
249	Ea.	6'-12' Deep Under Pavement	$ 5,200.00
250	Ea.	12'-18' Deep Under Pavement	$ 7,200.00

OPEN TRENCH LATERAL (4" OR 6" DIA.) CONNECTION REPAIR FOR A 12" DIAMETER SEWER MAIN			
Item No.	Unit	Item Description	Unit Price
251	Lump Sum	Mobilization (Each Purchase Order)	$ 1,100.00
252	Ea.	0'-6' Deep Under Turf	$ 2,400.00
253	Ea.	6'-12' Deep Under Turf	$ 3,000.00
254	Ea.	12'-18' Deep Under Turf	$ 4,200.00
255	Ea.	0'-6' Deep Under Alleyway	$ 3,200.00
256	Ea.	6'-12' Deep Under Alleyway	$ 3,500.00

OPEN TRENCH LATERAL (4" OR 6" DIA.) CONNECTION REPAIR FOR A 12" DIAMETER SEWER MAIN (CONTINUED)			
Item No.	Unit	Item Description	Unit Price
257	Ea.	12'-18' Deep Under Alleyway	$ 5,100.00
258	Ea.	0'-6' Deep Under Pavement	$ 5,500.00
259	Ea.	6'-12' Deep Under Pavement	$ 6,000.00
260	Ea.	12'-18' Deep Under Pavement	$ 8,100.00

OPEN TRENCH LATERAL (4" OR 6" DIA.) CONNECTION REPAIR FOR A 15" DIAMETER SEWER MAIN			
Item No.	Unit	Item Description	Unit Price
261	Lump Sum	Mobilization (Each Purchase Order)	$ 1,100.00
262	Ea.	0'-6' Deep Under Turf	$ 2,500.00
263	Ea.	6'-12' Deep Under Turf	$ 3,000.00
264	Ea.	12'-18' Deep Under Turf	$ 4,300.00
265	Ea.	0'-6' Deep Under Alleyway	$ 3,200.00
266	Ea.	6'-12' Deep Under Alleyway	$ 3,700.00
267	Ea.	12'-18' Deep Under Alleyway	$ 5,100.00
268	Ea.	0'-6' Deep Under Pavement	$ 5,600.00
269	Ea.	6'-12' Deep Under Pavement	$ 5,500.00
270	Ea.	12'-18' Deep Under Pavement	$ 8,300.00

OPEN TRENCH LATERAL (4" OR 6" DIA.) CONNECTION REPAIR FOR A 18" DIAMETER SEWER MAIN			
Item No.	Unit	Item Description	Unit Price
271	Lump Sum	Mobilization (Each Purchase Order)	$ 1,100.00
272	Ea.	0'-6' Deep Under Turf	$ 2,700.00
273	Ea.	6'-12' Deep Under Turf	$ 3,000.00
274	Ea.	12'-18' Deep Under Turf	$ 4,500.00
275	Ea.	0'-6' Deep Under Alleyway	$ 3,400.00
276	Ea.	6'-12' Deep Under Alleyway	$ 3,800.00
277	Ea.	12'-18' Deep Under Alleyway	$ 5,500.00

OPEN TRENCH LATERAL (4" OR 6" DIA.) CONNECTION REPAIR FOR A 18" DIAMETER SEWER MAIN (CONTINUED)			
Item No.	Unit	Item Description	Unit Price
278	Ea.	0'-6' Deep Under Pavement	$ 5,800.00
279	Ea.	6'-12' Deep Under Pavement	$ 6,200.00
280	Ea.	12'-18' Deep Under Pavement	$ 8,400.00

OPEN TRENCH LATERAL SEWER LINE (4" OR 6" DIA.)			
Item No.	Unit	Item Description	Unit Price
281	L.F.	0'-6' Deep Under Turf	$ 48.00
282	L.F.	6'-12' Deep Under Turf	$ 85.00
283	L.F.	12'-18' Deep Under Turf	$ 110.00
284	L.F.	0'-6' Deep Under Alleyway	$ 84.00
285	L.F.	6'-12' Deep Under Alleyway	$ 100.00
286	L.F.	12'-18' Deep Under Alleyway	$ 145.00
287	L.F.	0'-6' Deep Under Pavement	$ 125.00
288	L.F.	6'-12' Deep Under Pavement	$ 150.00
289	L.F.	12'-18' Deep Under Pavement	$ 210.00

PRESSURE TESTING AND GROUTING OF SEWER AND LATERAL LINE JOINTS			
Item No.	Unit	Item Description	Unit Price
290	Lump Sum	Mobilization (Each Purchase Order)	$ 750.00
291	Ea.	Testing of 8" Diameter Pipe Joints	$ 50.00
292	Ea.	Testing of 10" Diameter Pipe Joints	$ 50.00
293	Ea.	Testing of 12" Diameter Pipe Joints	$ 50.00
294	Ea.	Grouting of 8" Diameter Pipe Joints	$ 30.00
295	Ea.	Grouting of 10" Diameter Pipe Joints	$ 30.00
296	Ea.	Grouting of 12" Diameter Pipe Joints	$ 30.00
297	Ea.	Testing Lateral Connections on an 8" Diameter Sewer Main	$ 400.00
298	Ea.	Testing Lateral Connections on a 10" Diameter Sewer Main	$ 400.00

PRESSURE TESTING AND GROUTING OF SEWER AND LATERAL LINE JOINTS (CONTINUED)			
Item No.	Unit	Item Description	Unit Price
299	Ea.	Testing Lateral Connections on a 12" Diameter Sewer Main	$ 400.00
300	Ea.	Grouting Lateral Connections on an 8" Diameter Sewer Main	$ 100.00
301	Ea.	Grouting Lateral Connections on a 10" Diameter Sewer Main	$ 100.00
302	Ea.	Grouting Lateral Connections on a 12" Diameter Sewer Main	$ 100.00
303	Ea.	Testing of Small Diameter Sewer Lines Connected to manholes	$ 400.00

PRESSURE TESTING AND GROUTING OF SEWER AND LATERAL LINE JOINTS			
Item No.	Unit	Item Description	Unit Price
304	Ea.	Grouting of Small Diameter Sewer Lines Connected to Manholes	$ 100.00
305	Gal.	Grout	$ 12.00
306	Gal.	Chemical Grout	$ 12.00

SANITARY SEWER EASEMENT CLEARING AND GRUBBING			
Item No.	Unit	Item Description	Unit Price
307	Lump Sum	Mobilization (Each Purchase Order)	$ 1,100.00
308	Hr.	Operator with Hand Tools	$ 140.00
309	Hr.	Operator with Machine	$ 165.00

BYPASS PUMPING			
Item No.	Unit	Item Description	Unit Price
310	Lump Sum	Mobilization (Each Purchase Order)	$ 3,850.00
311	Hr.	4-Inch Bypass Pump	$ 325.00
312	Hr.	6-Inch Bypass Pump	$ 450.00
313	Hr.	8-Inch Bypass Pump	$ 725.00

DISPOSAL OF LEAD CONTAMINATED SOIL			
Item No.	Unit	Item Description	Unit Price
314	C.Y.	Disposal of Lead Soil, per Specifications	$ 13.50

TRAFFIC CONTROL			
Item No.	Unit	Item Description	Unit Price
315	Ea.	Local Street Closure (Up to 5-days)	$ 525.00
316	Ea.	Short Duration Traffic Control for Collector or Arterial Street (Up to 4-hours)	$ 525.00
Short-Term Stationary Traffic Control for Collector or Arterial Street			
317	Ea.	Outside Lane Closure (1-day)	$ 630.00
318	Ea.	Inside Lane Closure (1-day)	$ 650.00
319	Ea.	Center Turn Lane Closure (1-day)	$ 700.00
320	Ea.	Double Lane Closure (1-day)	$ 775.00
Intermediate-Term Stationary Traffic Control for Collector or Arterial Street			
321	Ea.	Outside Lane Closure (Up to 3-days)	$ 1,650.00
322	Day	Outside Lane Closure (Each Additional Day)	$ 400.00
323	Ea.	Inside Lane Closure (Up to 3-days))	$ 1,700.00
324	Day	Inside Lane Closure (Each Additional Day)	$ 400.00
325	Ea.	Center Turn Lane Closure (Up to 3-days)	$ 1,800.00
326	Day	Center Turn Lane Closure (Each Additional Day)	$ 400.00
327	Ea.	Double Lane Closure (Up to 3-days)	$ 1,750.00
328	Day	Double Lane Closure (Each Additional Day)	$ 420.00

PERFORMANCE AND PAYMENT (LABOR AND MATERIALS) BOND			
Item No.	Unit	Item Description	Unit Price
329	Lump Sum	When Performance and Payment Bonds are required by the Owner, an amount equal to 1.5% of each Purchase Order shall be added to the Total Purchase Order Amount.	$ 1.5%

PROJECTED PURCHASE ORDER NUMBER 1

(Unit Prices Below Must Match Unit Prices From Above)

Item No.	Quantity	Unit	Description	Unit Price	Extended Total
1-1	1	Lump Sum	Sewer Line Cleaning and CCTV Inspection – Mobilization	$ 750.00	$ 750.00
1-2	25,000	L.F.	Light Cleaning – 6" to 10" Diameter	$ 0.55	$13,750.00
1-3	5,000	L.F.	Light Cleaning – 12" to 16" Diameter	$ 0.60	$ 3,000.00
1-9	6,500	L.F.	Heavy Cleaning – 6" to 10" Diameter	$ 0.75	$ 4,875.00
1-10	1,250	L.F.	Heavy Cleaning – 12" to 16" Diameter	$ 2.10	$ 2,625.00
1-16	25,000	L.F.	CCTV Inspection (PACP Compliant) 6" to 10" Diameter	$ 0.74	$18,500.00
1-17	5,000	L.F.	CCTV Inspection (PACP Compliant) 12" to 16" Diameter	$ 0.90	$ 4,500.00
1-23	8	Hr.	Sewer Line Cleaning, CCTV Inspection & Misc. Services – Operator and TV Truck	$ 180.00	$ 1,440.00
1-25	8	Hr.	Sewer Line Cleaning, CCTV Inspection & Misc. Services – Operator and Jetter/Combo Unit	$ 185.00	$ 1,480.00
1-32	24	Hr.	Sewer Line Cleaning, CCTV Inspection & Misc. Services – 2-Operators, TV Truck, and Jetter/Combo Unit	$ 340.00	$ 8,160.00
1-52	1	Lump Sum	Manhole Cleaning and Inspection – Mobilization	$ 750.00	$ 750.00
1-53	20	Ea.	Manhole Cleaning	$ 40.00	$ 800.00
1-54	20	Ea.	Manhole Inspection	$ 75.00	$ 1,500.00
1-55	1	Lump Sum	Lateral Sewer Line CCTV Inspection – Mobilization	$ 750.00	$ 750.00
1-56	5	Ea.	Lateral Sewer Line CCTV Inspection – Setup per Manhole to Manhole Segment	$ 50.00	$ 250.00
1-57	25	Ea.	Lateral Sewer Line CCTV Inspection	$ 225.00	$ 5,625.00
1-63	1	Lump Sum	Smoke Testing – Mobilization	$2,100.00	$ 2,100.00
1-64	25,000	L.F.	Smoke Testing – 8" to 12" Diameter	$ 0.46	$11,500.00
1-65	5,000	L.F.	Smoke Testing – 14" to 18" Diameter	$ 0.46	$ 2,300.00

Item No.	Quantity	Unit	Description	Unit Price	Extended Total
1-66, 1-96, or 1-102	1	Lump Sum	Lining of Existing Sewers – Mobilization	$8,000.00	$ 8,000.00
1-67, 1-97, or 1-103	5,000	L.F.	Lining of Existing Sewers – 8" Diameter	$ 23.25	$116,250.00
1-69, 1-98, or 1-104	2,500	L.F.	Lining of Existing Sewers – 10" Diameter	$ 26.25	$ 65,625.00
1-71, 1-99, or 1-105	800	L.F.	Lining of Existing Sewers – 12" Diameter	$ 36.35	$ 29,000.00
1-90	1	Lump Sum	CIPP Point Repair (5-Foot Long) – Mobilization	$2,000.00	$ 2,000.00
1-91	50	Ea.	CIPP Point Repair – 8" Diameter	$1,600.00	$ 80,000.00
1-92	10	Ea.	CIPP Point Repair – 10" Diameter	$1,700.00	$ 17,000.00
1-115	1	Lump Sum	Trenchless Lateral Connection Repair (LCR) – Mobilization	$2,500.00	$ 2,500.00
1-116	20	Ea.	Trenchless LCR – Setup Per Manhole to Manhole Segment	$ 500.00	$ 10,000.00
1-117	150	Ea.	Trenchless LCR – 8" to 12" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long	$1,300.00	$195,000.00
1-132	1	Lump Sum	Manhole Frame and Cover Replacement – Mobilization	$1,100.00	$ 1,100.00
1-133	5	Ea.	Manhole Frame and Cover Replacement – Under Turf	$ 910.00	$ 4,550.00
1-134	20	Ea.	Manhole Frame and Cover Replacement – Under Alleyway	$1,100.00	$ 22,000.00
1-135	5	Ea.	Manhole Frame and Cover Replacement – Under Pavement	$2,800.00	$ 14,000.00
1-136	1	Lump Sum	Manhole Rehabilitation, 4 Foot Diameter – Mobilization	$1,500.00	$ 1,500.00
1-139	200	V.F.	Manhole Rehabilitation, 4 Foot Diameter – Cementitious with Antimicrobial Additive	$ 175.00	$ 35,000.00
1-141	15	V.F.	Manhole Rehabilitation, 4 Foot Diameter – Cementitious & Epoxy	$ 325.00	$ 4,875.00
1-154	1	Lump Sum	Flexible Manhole Chimney Sealant – Mobilization	$1,200.00	$ 1,200.00

Item No.	Quantity	Unit	Description	Unit Price	Extended Total
1-155	40	V.F.	Flexible Manhole Chimney Sealant – Up to 24" Diameter	$ 495.00	$19,800.00
1-165	1	Lump Sum	Open Trench Point Repair, 8" to 10" Dia. Main – Mobilization	$1,100.00	$ 1,100.00
1-166	1	Ea.	Open Trench Point Repair, 8" to 10" Dia. Main – 0'-6' Deep Under Turf, Up to 10' Long	$1,775.00	$ 1,775.00
1-168	1	Ea.	Open Trench Point Repair, 8" to 10" Dia. Main – 6'-12' Deep Under Turf, Up to 10' Long	$2,000.00	$ 2,000.00
1-169	10	L.F.	Open Trench Point Repair, 8" to 10" Dia. Main – Additional Footage (>10' Long), 6'-12' Deep Under Turf	$ 120.00	$ 1,200.00
1-170	1	Ea.	Open Trench Point Repair, 8" to 10" Dia. Main – 12'-18' Deep Under Turf, Up to 10' Long	$3,300.00	$ 3,300.00
1-172	1	Ea.	Open Trench Point Repair, 8" to 10" Dia. Main – 0'-6' Deep Under Alleyway, Up to 10' Long	$2,600.00	$ 2,600.00
1-173	10	L.F.	Open Trench Point Repair, 8" to 10" Dia. Main – Additional Footage (>10' Long), 0'-6' Deep Under Alleyway	$ 140.00	$ 1,400.00
1-174	5	Ea.	Open Trench Point Repair, 8" to 10" Dia. Main – 6'-12' Deep Under Alleyway, Up to 10' Long	$3,100.00	$ 15,500.00
1-175	50	L.F.	Open Trench Point Repair, 8" to 10" Dia. Main – Additional Footage (>10' Long), 6'-12' Deep Under Alleyway	$ 168.00	$ 8,400.00
1-176	1	Ea.	Open Trench Point Repair, 8" to 10" Dia. Main – 12'-18' Deep Under Alleyway, Up to 10' Long	$4,300.00	$ 4,300.00
1-177	10	L.F.	Open Trench Point Repair, 8" to 10" Dia. Main – Additional Footage (>10' Long), 12'-18' Deep Under Alleyway	$ 240.00	$ 2,400.00
1-178	1	Ea.	Open Trench Point Repair, 8" to 10" Dia. Main – 0'-6' Deep Under Pavement, Up to 10' Long	$4,100.00	$ 4,100.00
1-179	10	L.F.	Open Trench Point Repair, 8" to 10" Dia. Main – Additional Footage (>10' Long), 0'-6' Deep Under Pavement	$ 240.00	$ 2,400.00
1-180	1	Ea.	Open Trench Point Repair, 8" to 10" Dia. Main – 6'-12' Deep Under Pavement, Up to 10' Long	$4,400.00	$ 4,400.00
1-181	10	L.F.	Open Trench Point Repair, 8" to 10" Dia. Main – Additional Footage (>10' Long), 6'-12' Deep Under Pavement	$ 250.00	$ 2,500.00
1-182	1	Ea.	Open Trench Point Repair, 8" to 10" Dia. Main – 12'-18' Deep Under Pavement, Up to 10' Long	$6,400.00	$ 6,400.00

Item No.	Quantity	Unit	Description	Unit Price	Extended Total
1-183	10	L.F.	Open Trench Point Repair, 8" to 10" Dia. Main – Additional Footage (>10' Long), 12'-18' Deep Under Pavement	$ 375.00	$ 3,750.00
1-241	1	Lump Sum	Open Trench Lateral Connection Repair, 8" to 10" Dia. Main – Mobilization	$1,100.00	$ 1,100.00
1-242	1	Ea.	Open Trench Lateral Connection Repair, 8" to 10" Dia. Main – 0'-6' Deep Under Turf	$2,200.00	$ 2,200.00
1-243	1	Ea.	Open Trench Lateral Connection Repair, 8" to 10" Dia. Main – 6'-12' Deep Under Turf	$2,750.00	$ 2,750.00
1-244	1	Ea.	Open Trench Lateral Connection Repair, 8" to 10" Dia. Main – 12'-18' Deep Under Turf	$4,000.00	$ 4,000.00
1-245	5	Ea.	Open Trench Lateral Connection Repair, 8" to 10" Dia. Main – 0'-6' Deep Under Alleyway	$3,000.00	$ 15,000.00
1-246	10	Ea.	Open Trench Lateral Connection Repair, 8" to 10" Dia. Main – 6'-12' Deep Under Alleyway	$3,400.00	$ 34,000.00
1-247	5	Ea.	Open Trench Lateral Connection Repair, 8" to 10" Dia. Main – 12'-18' Deep Under Alleyway	$4,800.00	$ 24,000.00
1-248	1	Ea.	Open Trench Lateral Connection Repair, 8" to 10" Dia. Main – 0'-6' Deep Under Pavement	$5,100.00	$ 5,100.00
1-249	1	Ea.	Open Trench Lateral Connection Repair, 8" to 10" Dia. Main – 6'-12' Deep Under Pavement	$5,200.00	$ 5,200,00
1-250	1	Ea.	Open Trench Lateral Connection Repair, 8" to 10" Dia. Main – 12'-18' Deep Under Pavement	$7,200.00	$ 7,200.00
1-281	5	L.F.	Open Trench Lateral Sewer Line (4" to 6" Dia.) – 0'-6' Deep Under Turf	$ 48.00	$ 240.00
1-282	10	L.F.	Open Trench Lateral Sewer Line (4" to 6" Dia.) – 6'-12' Deep Under Turf	$ 85.00	$ 850.00
1-283	15	L.F.	Open Trench Lateral Sewer Line (4" to 6" Dia.) – 12'-18' Deep Under Turf	$ 110.00	$ 1,650.00
1-284	25	L.F.	Open Trench Lateral Sewer Line (4" to 6" Dia.) – 0'-6' Deep Under Alleyway	$ 84.00	$ 2,100.00
1-285	100	L.F.	Open Trench Lateral Sewer Line (4" to 6" Dia.) – 6'-12' Deep Under Alleyway	$ 100.00	$ 10,000.00
1-286	75	L.F.	Open Trench Lateral Sewer Line (4" to 6" Dia.) – 12'-18' Deep Under Alleyway	$ 145.00	$ 10,875.00
1-287	5	L.F.	Open Trench Lateral Sewer Line (4" to 6" Dia.) – 0'-6' Deep Under Pavement	$ 125.00	$ 625.00
1-288	10	L.F.	Open Trench Lateral Sewer Line (4" to 6" Dia.) – 6'-12' Deep Under Pavement	$ 150.00	$ 1,500.00

Item No.	Quantity	Unit	Description	Unit Price	Extended Total
1-289	15	L.F.	Open Trench Lateral Sewer Line (4" to 6" Dia.) – 12'-18' Deep Under Pavement	$ 210.00	$ 3,150.00
1-314	1,000	C.Y.	Disposal of Lead Contaminated Soil	$ 13.50	$13,500.00
1-315	2	Ea.	Local Street Closure	$ 525.00	$ 1,050.00
1-316	10	Ea.	Short-Duration Traffic Control for Collector or Arterial	$ 525.00	$ 5,250.00
1-317	1	Ea.	Short-Term Stationary – Outside Lane Closure (1-day)	$ 650.00	$ 650.00
1-318	1	Ea.	Short-Term Stationary – Inside Lane Closure (1-day)	$ 675.00	$ 675.00
1-319	1	Ea.	Short-Term Stationary – Center Turn Lane Closure (1-day)	$ 750.00	$ 750.00
1-320	1	Ea.	Short-Term Stationary – Double Lane Closure (1-day)	$ 800.00	$ 800.00
1-327	1	Ea.	Intermediate-Term Stationary – Double Lane Closure (Up to 3-days)	$1,760.00	$ 1,750.00
1-328	11	Day	Intermediate-Term Stationary – Double Lane Closure (Each Additional Day)	$ 420.00	$ 4,620.00
1-329	1	Lump Sum	Performance and Payment Bond (1.5% of the sum of above items)	$ 14,132.48	$14,132.48

Total Projected Purchase Order Number 1 Amount $ 956,297.48

BIDDER understands and acknowledges that the preceding PROJECTED PURCHASE ORDER NUMBER 1 AMOUNT will serve as the basis for comparison of bids, however, the BIDDER may be asked to provide a complete and detailed breakdown of bid item prices following opening of the bids but prior to award of contract. BIDDER also hereby certifies that the bid prices for each component of the project will be substantiated by submittal of a detailed cost breakdown of all components of the PROJECT to the ENGINEER prior to release of any payments to the BIDDER for work performed.

Award for the contract shall be based upon the lowest responsible, responsive bid for the Projected Purchase Order Number 1 work. The bid price for each item shall include the cost of all adjacent or related items that are called for in the specifications or are otherwise necessary to provide completely the improvements. Award of the Contract shall be based upon available funding at the sole discretion of the City of Joplin.

A unit price shall be submitted for each bid item set forth in the Bid Schedule. The unit prices for Projected Purchase Order Number 1 items shall be the same as the unit prices submitted for the same items included in the remainder of the Bid Schedule.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) consecutive calendar days after the scheduled closing time for receiving bids.

Respectfully submitted,

Ace Pipe Cleaning, Inc.
Name of Contractor

ATTEST:

By _____

CONTRACT MANAGER
Title

By Bruce Vantine

Secretary/Treasurer
Title

(SEAL)
(If Bid is a Corporation)

6601 Universal Ave.
Address (Including Zip Code)

Kansas City, MO 64120

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 6, 2017
COUNCIL BILL NO. 2017-165

Item: Missouri Highways & Transportation Commission Municipal Agreement

Originating Department: PUBLIC WORKS - ENGINEERING

Attachments: 1) Copy of Agreement
2) Location plan
3) Council Bill 2017-165

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

Recommended Action: Acceptance of a municipal agreement with the Missouri Highway and Transportation Commission for the temporary closure of City streets and trails for the rehabilitation of I-44 bridge over Shoal Creek.

Background: As part of Missouri Department of Transportation bridge maintenance program, it has been identified that the bridge needs some minor preventative maintenance.

Discussion: The agreement clarifies the need to close Castle Drive and Glendale Road along with the park trails at various times during construction. The closures are needed to ensure public safety during construction. Closure amounts and time lines are expected to be minimal and not to exceed two weeks in length at a time. During construction, it is anticipated that the roads and trails will need to be closed up to four times and up to two weeks in duration for each closure. Approval of this agreement allows the Missouri Department of Transportation to close the streets and the trails at their discretion but also agree to coordinate closures with the City.

Recommendations: Staff recommends acceptance of this agreement on an emergency basis, per Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin.

COUNCIL BILL NO. 2017-165 ORDINANCE NO.

AN ORDINANCE approving the Transportation Municipal Agreement with Missouri Highway and Transportation Commission for the rehabilitation of the I-44 bridge over Shoal Creek and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the City enter into a Transportation Municipal Agreement with Missouri Highway and Transportation Commission for the rehabilitation of the I-44 bridge over Shoal Creek 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.

PASSED BY THE COUCIL 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

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 03/17 (AR)
Modified: 10/17 (BDG)

Municipal Agreement
Route: I-44
County: Newton
Job No.: J7I3204
2017-10-39716

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Interstate 44, Newton County, Job No. J7I3204 shall consist of rehabilitation of bridges L0798 and L0799 over Shoal Creek.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at point approximately three-quarters of one mile west of the Route 43 North Junction with Interstate 44, said point being centerline Station 309+37.35. Thus following Interstate 44 in a northeasterly direction over Shoal Creek a distance of 2332.25 feet to Station 332+69.60. Length of the project being 0.635 miles. Please see Exhibit A for location of project.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J7I3204.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of

public roads, streets, and alleys as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE:

(A) The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(B) It is brought to the City's attention that Castle Drive and Glendale Road along with the park trails will need to be closed at various times throughout the project for safety reasons. During construction, it is anticipated that the roads and trails will need to be closed up to 4 times and up to 2 weeks in duration for each closure. The Commission will keep the roads and trails open when it is safe for vehicular and pedestrian traffic.

(8) RIGHT-OF-WAY ACQUISITION:

(A) No acquisition of additional right-of-way is anticipated in connection with Job No. J7I3204 or contemplated by this Agreement.

(B) The portion of state highway covered by this Agreement shall be a controlled access highway and rights of access between the highway and abutting property shall be procured and the cost classified as right-of-way cost and paid for by the Commission in the same manner as other right-of-way costs. Only such rights of ingress and egress shall be allowed as indicated on the plans approved by the Commission and FHWA.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and

in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or

maintained by or for the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(16) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(17) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(18) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(19) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(20) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(21) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City 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 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 the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) 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.

(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.

(24) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(25) COMMISSION REPRESENTATIVE: The 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.

(26) CITY REPRESENTATIVE: The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(27) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
The Honorable Michael Seibert, Mayor
City Hall
602 S. Main St.
Joplin, MO 64801

(B) To the Commission:
Travis Koestner, P.E., District Engineer
Missouri Department of Transportation
3025 E. Kearney St.
P.O. Box 868
Springfield, MO 65803

Facsimile No: (417) 895-7637

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(28) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(29) 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 the contract.

(30) 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.

(31) 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.

(32) 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.

(33) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of 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

By: _____

Title: _____

ATTEST:

_____
Secretary to the Commission

APPROVED AS TO FORM:

_____
Commission Counsel

CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

ATTEST:

By: _____

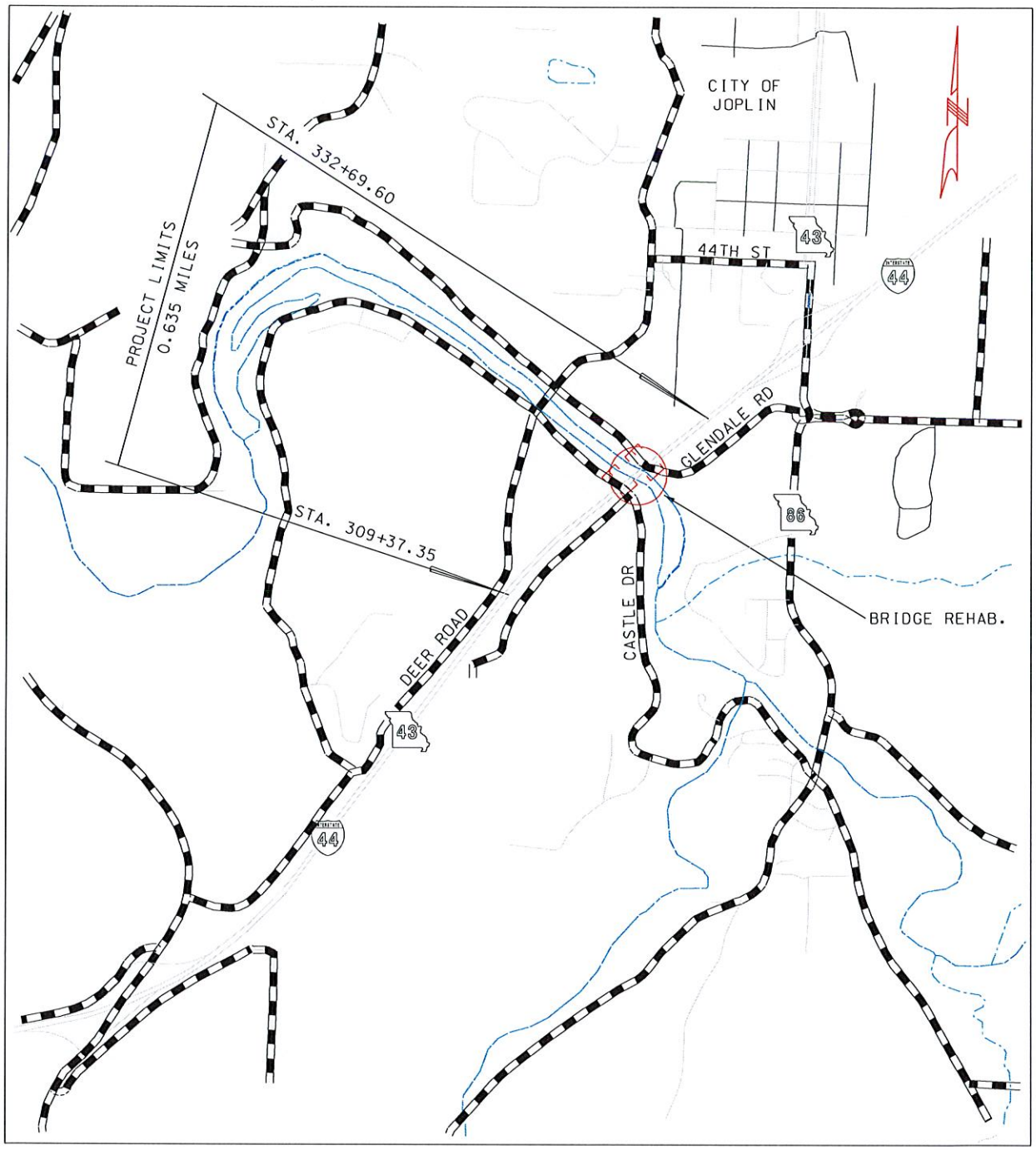
Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

Ordinance Number_____



LEGEND

ROAD AND TRAIL CLOSURES AT VARIOUS TIMES DURING CONSTRUCTION.

EXHIBIT A

CONTRACT BETWEEN MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
- AND -
CITY OF JOPLIN, MISSOURI
JOB NO. J7I3204 NEWTON COUNTY

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 6, 2017
COUNCIL BILL NO. 2017-166

Item: Amendment No. 1 to Work Authorization with George Butler Associates, Inc., for Professional Engineering Consulting Services for 32nd Street and Main Street Intersection Improvement

Originating Department: PUBLIC WORKS - ENGINEERING

Attachments: 1) Amendment No.1
2) Original Work Authorization No. GBA-OC-1
3) Council Bill 2017-166

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

Recommended Action: Approval of amendment 1 to work authorization GBA-OC-1 with George Butler Associates, Inc., in the not to exceed amount of $44,788.00 for professional engineering consulting services for the 32nd and Main Street intersection improvement project.

Background: In August 2014 Joplin voters passed the renewal of the Capital Improvement Sales Tax for an additional ten years. One of the projects included in the program was City Wide Intersection Improvements. This project includes signal upgrades, ADA upgrades and modifications, and the addition of a northbound right turn lane on Main Street leading into eastbound 32nd Street. Council approved the original agreement with George Butler Associates Inc., in the amount of $52,717.00 for engineering services with Council Bill 2016-137 on August 15, 2016. On May 15, 2017, Council approved Council Bill 2017-135, the Missouri Department of Transportation(MODOT) 50/50 cost share with the City to help further fund the project. This change also implemented some additional design requirements and limitations that were not a part of the original work authorization. Total estimated cost of project including engineering and construction is estimated at $659,856. MODOT will share in the cost 50% for a total of $329,928. The City's share consists of $329,928, but MODOT will reimburse the City for the design cost estimated at $52,717 and allow STP-Urban funds to be used on the project cost for an estimated total of $221,769. The City will then use CIST funds to cover the remainder of the 50% match estimated at $55,442.

Discussion: The work authorization includes the design for a retaining wall to preserve CVS parking lot per property owner agreement to donate the needed right of way. The reevaluation and design for a channelized right turn lane was based on MODOT requirements. Other project costs were revised right of way plans based on design changes, additional scope meetings with MODOT, utility companies, and the City that also included plans and displays for the meetings. The accumulation of these scopes added up to the amount of $44,788.00. This amount will be shared 50/50 with the City and MODOT per our cost share agreement that is already in place.

Recommendations: Staff recommends acceptance of this agreement on an emergency basis, per Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin.

COUNCIL BILL NO. 2017-166 ORDINANCE NO.

AN ORDINANCE approving an amended work authorization with George Butler Associates Inc., in an amount not to exceed Forty-Four Thousand Seven Hundred Eighty-Eight and No/100 Dollars ($44,788.00) for professional engineering consulting services for the 32nd & Main Street intersection improvement project; 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 for George Butler Associates Inc., in an amount not to exceed Forty-Four Thousand Seven Hundred Eighty-Eight and No/100 Dollars ($44,788.00) for professional engineering consulting services for the 32nd & Main Street intersection improvement project 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 Infrastructure Improvement Fund Account number 305-4550-530-8660 Project number IT1601.

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 2017-166

I hereby certify that a sufficient amount is available in the Infrastructure Improvement Fund account number 305-4550-530-8660 project number IT1601 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: George Butler Associates, Inc. Address: 9801 Renner Blvd Lenexa, KS 66219-9745	
Attention:		Attention: Clarence D. Munsch	
Department:		Phone: 913-577-8320	Fax: 913-577-8380
Phone:	Fax:		

AGREEMENT FOR ON CALL PROFESSIONAL ENGINEERING CONSULTING SERVICES

City of Joplin and GBA

THIS AGREEMENT, made and entered into this 22 day of February, 2016, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer in the general area(s) of Transportation Design and Traffic Engineering and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, 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. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

2. **Term.** The services of the Engineer shall commence as soon as practicable after the execution of this contract and an associated Work Authorization, 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*** of any executed Work Authorization. In no circumstances will new projects be assigned more than twelve months after execution of this agreement.

3. **Payment.** The rate of payment shall be in accordance with Attachment **One**. The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Engineer 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 Engineer 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. 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, though City will attempt to so notify any such assignee.

9. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination**. The Engineer 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, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**: The Engineer 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 Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

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

13. **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 Engineer is associated with a business entity, Engineer 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, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. **Nonresident/Foreign Contractors**. The Engineer shall procure and maintain during the life of this contract:

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

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

15. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer 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 Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer 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 Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **City Benefits**. The Engineer 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.

17. **Liability and Indemnity**. The parties mutually agree to the following:

a. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

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

c. In no event shall the City be liable to the Engineer 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.

18. **Ownership of Documents**. All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this

Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. **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 Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third 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.

20. **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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **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.

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

REVIEWED FOR APPROVAL

Dan Salisbury
Assistant Director of Public Works/Engineering

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer:

George Butler Associates, Inc.

By: _____

Printed Name: Clarence D. Munsch

Title: Vice President

Date: January 19, 2016

CITY OF JOPLIN, MISSOURI

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

Date: 2/22/16

EXHIBIT One
GEORGE BUTLER ASSOCIATES, INC.
ENGINEERS / ARCHITECTS
STANDARD HOURLY RATES

Employment Classification	Hourly Rate
Principal	$ 265.00
Senior Associate	215.00
Associate	185.00
Senior Architect / Civil Engineer / Specialist	150.00
Senior Mechanical / Electrical Engineer	160.00
Architect / Civil Engineer / Specialist 1	125.00
Mechanical / Electrical Engineer 1	130.00
Architect / Civil Engineer / Specialist 2	100.00
Mechanical / Electrical Engineer 2	105.00
Architect / Civil Engineer / Specialist 3	95.00
Mechanical / Electrical Engineer 3	102.00
Senior Arch / Civil / Specialist Technician	125.00
Senior Mechanical / Electrical Technician	140.00
Design Technician 1	95.00
Design Technician 2	75.00
Design Technician 3	65.00
Senior Construction Observer	130.00
Construction Observer 1	105.00
Construction Observer 2	96.00
Construction Observer 3	86.00
Construction Observer 4	80.00
Senior Field Technician	102.00
Field Technician 1	85.00
Field Technician 2	72.00
Field Technician 3	58.00
Administrative Assistant 1	87.00
Administrative Assistant 2	65.00
General Office 1	62.00
General Office 2	52.00
Senior Professional Land Surveyor	125.00
Professional Land Surveyor	115.00
Survey Technician 1	95.00
Survey Technician 2	65.00
Survey Technician 3	50.00
2-Man Survey Party	160.00

Equipment

(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)

Global Positioning System Equipment	20.00 per hour
Real Time Kinematic Global Positioning System Equipment (RTK)	60.00 per hour
Nuclear Density/Soil Testing Equipment	50.00 per day
Traffic Counters	20.00 per day

Expenses

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, subsistence, long distance telephone, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.

The following items will be charged as shown:

Personal and Company Vehicles	0.54 per mile

Effective Date: January 1, 2016

EXHIBIT A

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CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: George Butler Associates, Inc. Address: 9801 Renner Boulevard Lenexa, KS 66219-9745	
Attention:		Attention: Clarence D. Munsch	
Department:		Phone: 913-577-8320	Fax: 913-577-8380
Phone:	Fax:		

WORK AUTHORIZATION NUMBER GBA-OC-1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number GBA-OC-1 exceed the sum of FIFTY-TWO THOUSAND SEVEN HUNDRED AND SEVENTEEN Dollars ($ 52,717.00).

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

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

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

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

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

As of January 1, 2016, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

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: George Butler Associates, Inc.

By: Clarence D. Munsch

Printed Name: Clarence D. Munsch

Title: Vice President

Date: August 25, 2016

CITY OF JOPLIN, MISSOURI

By: Nicholas A. Heatherly

Nicholas A. Heatherly, P.E.
Public Works Director

Date: 8/16/16

BRIEF SCOPE OF WORK

Design engineering services to prepare preliminary/right-of-way plans, final plans, specification documents and construction cost estimate for the addition of a channelized right turn in the southeast quadrant of the intersection of 32nd Street and Main Street in the City of Joplin, Missouri.

Surveying & Staking

- Perform topographical survey required for design
- Records research, title work, locate property corners and utility locates for 1 parcel
- Locate section corners, prepare section corner forms and file with the state
- Prepare right of way taking and temporary construction easements
- Stake right of way and easements for property owner
- Prepare legal description and exhibit for 1 parcel
- Prepare base map with title work

Design

- Geometric design for a channelized right turn lane in the southeast quadrant
- Traffic signal modification for the signal in the southeast quadrant
- ADA modifications to meet current standards in the southeast quadrant
- Traffic control, pavement marking and signing for southeast quadrant

Plans

- Preliminary/right-of-way plans and final plans with estimated construction costs at each stage
- Kick-off meeting to take place in the City of Joplin
- Progress meetings associated with plan submittals via conference call
- Tabulated quantities and special details to be included with final plans only
- Answer questions related to plans during construction

FEE SCHEDULE
GEORGE BUTLER ASSOCIATES, INC.
ENGINEERS / ARCHITECTS
STANDARD HOURLY RATES

Employment Classification	Hourly Rate
Principal	$ 265.00
Senior Associate	215.00
Associate	185.00
Senior Architect / Civil Engineer / Specialist	150.00
Senior Mechanical / Electrical Engineer	160.00
Architect / Civil Engineer / Specialist 1	125.00
Mechanical / Electrical Engineer 1	130.00
Architect / Civil Engineer / Specialist 2	100.00
Mechanical / Electrical Engineer 2	105.00
Architect / Civil Engineer / Specialist 3	95.00
Mechanical / Electrical Engineer 3	102.00
Senior Arch / Civil / Specialist Technician	125.00
Senior Mechanical / Electrical Technician	140.00
Design Technician 1	95.00
Design Technician 2	75.00
Design Technician 3	65.00
Senior Construction Observer	130.00
Construction Observer 1	105.00
Construction Observer 2	96.00
Construction Observer 3	86.00
Construction Observer 4	80.00
Senior Field Technician	102.00
Field Technician 1	85.00
Field Technician 2	72.00
Field Technician 3	58.00
Administrative Assistant 1	87.00
Administrative Assistant 2	65.00
General Office 1	62.00
General Office 2	52.00
Senior Professional Land Surveyor	125.00
Professional Land Surveyor	115.00
Survey Technician 1	95.00
Survey Technician 2	65.00
Survey Technician 3	50.00
2-Man Survey Party	160.00

Equipment

(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)

Global Positioning System Equipment	20.00	per hour
Real Time Kinematic Global Positioning System Equipment (RTK)	60.00	per hour
Nuclear Density/Soil Testing Equipment	50.00	per day
Traffic Counters	20.00	per day

Expenses

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, subsistence, long distance telephone, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.

The following items will be charged as shown:

Personal and Company Vehicles	0.54	per mile

32nd Street and Main Street Intersection Improvements
Scope and Fee for Engineering Services

CLASSIFICATION	PRI	SAS	ASC	SRE	AES1	AES2	AES3	SRT	TEC1	TEC2	SPLS	PLS	2MANSP	RTK-GPS	CLI	TOTAL		TOTAL
HOURLY CHARGEOUT RATE	$265	$215	$185	$150	$125	$100	$95	$125	$95	$75	$125	$115	$160	$60	$87	HOURS	EXPENSES	COST
TASK 1: DATA COLLECTION/SURVEYING																		
Administration (QA/QC/coordinate design/internal progress mtgs/invoices)		8		8											4	20		$3,268.00
Kick-off meeting with City/MoDOT		4		8												12	$152.00	$2,222.00
Records research, title work and utility locates (1 Parcel)											8					8	$300.00	$1,300.00
Locate section corners and property corners											1		6	2		9		$1,205.00
Topographical survey with Utilities											2		12	6		20	$171.00	$2,701.00
Prepare base map with title work											2	12				14		$1,630.00
Prepare section corner forms and file with state											1	2				3		$355.00
Prepare right of way taking and temp construction easement											1	8				9		$1,045.00
Stake R/W and Easements for property owners											1	1	10			12	$221.00	$2,061.00
TASK 1 SUBTOTAL	0	12	0	16	0	0	0	0	0	0	16	23	28	8	4	107	$854.00	$15,787.00
TASK 2: PRELIMINARY/RIGHT OF WAY PLANS																		
Administration (QA/QC/coordinate design/internal progress mtgs/invoices)		8		8											4	20		$3,268.00
Progress meetings with City (conference call)		2		4												6		$1,030.00
Coordinate w/City and MoDOT on existing signal conditions				2												2		$300.00
Prepare preliminary construction cost estimate		2		6												8		$1,330.00
Preliminary/RW Plans submittal to City/MoDOT for review				4												4		$600.00
Geometric Layout					4											4		$500.00
Title sheet & Typical sections					4											4		$500.00
Plan sheets					4											4		$500.00
Detail sheets					4											4		$500.00
Traffic Signal Layout and Wiring Diagram				8	16											24		$3,200.00
Pavement Marking & Signing Plan				2	8											10		$1,300.00
Traffic Control Plan					4											4		$500.00
Cross-sections					8											8		$1,000.00
Addressing Preliminary/RW Plans comments from City/MoDOT					4											4		$500.00
Prepare legal descriptions and exhibits												4				4		$460.00
Address comments on Land Acquisition Documents												2				2		$230.00
TASK 2 SUBTOTAL	0	12	0	34	56	0	0	0	0	0	0	6	0	0	4	112	$0.00	$15,718.00
TASK 3: FINAL PLANS																		
Administration (QA/QC/coordinate design/internal progress mtgs/invoices)		8		8											6	22		$3,442.00
Progress meetings with City (conference call)		2		4												6		$1,030.00
Design analysis related to utilities				8												8		$1,200.00
Prepare construction cost estimate				4												4		$600.00
Prepare technical specifications and special provisions				4												4		$600.00
Internal peer quality review		4		8	4											16		$2,560.00
Final Plans submittal to City/MoDOT				4												4		$600.00
Geometric Layout					2											2		$250.00
Title sheet & Typical sections					2											2		$250.00
Plan sheets					2											2		$250.00
Detail sheets					2											2		$250.00
Traffic Signal Plans, Details, and Quantities				8	12											20		$2,700.00
Pavement Marking Plans, Details, and Quantities				2	2											4		$550.00
Traffic Control Plans, Details, and Quantities				4	24											28		$3,600.00
Cross-sections					8											8		$1,000.00

32nd Street and Main Street Intersection Improvements
Scope and Fee for Engineering Services

	CLASSIFICATION	PRI	SAS	ASC	SRE	AES1	AES2	AES3	SRT	TEC1	TEC2	SPLS	PLS	2MANSP	RTK-GPS	CLI	TOTAL		TOTAL
	HOURLY CHARGEOUT RATE	$265	$215	$185	$150	$125	$100	$95	$125	$95	$75	$125	$115	$160	$60	$87	HOURS	EXPENSES	COST
	Address Final Plans comments from City/MoDOT				1	4											6		$650.00
	Final Plans, Specifications and Estimate submittal to City/MoDOT				1	4											5		$650.00
	Assist City/MoDOT to advertise project for bidding		2														2		$430.00
	Answer contractor questions during bidding phase				4												4		$600.00
	TASK 3 SUBTOTAL	0	16	0	60	66	0	0	0	0	0	0	0	0	0	6	148	$0.00	$21,212.00
	TOTAL FOR ALL SERVICES:	0	40	0	110	122	0	0	0	0	0	16	29	28	8	14	367	$854.00	$62,717.00
	Additional Services (billed at standard hourly rates):																		
1	Final monumentation of right-of-way																		
2	Work related to environmental clearances																		
3	Assistance with public involvement																		
4	Street lighting design/modification																		
5	Storm sewer/drainage design/modifications																		
6	Retaining wall design																		
7	Coordination with adjacent project on 32nd Street																		
8	Construction staking services																		
9	Construction phase services																		
10	As-built survey and drawings																		
11	Coordination with utility companies during design & relocations; City to handle utility coordination.																		
12	Attend pre-bid meeting																		

TERM OF SERVICE

The approximate general project schedule is as follows:

Notice to Proceed – Design	August 2016
Surveying & Data Collection	September 2016
Preliminary Design	October 2016
Preliminary/Right-of-Way plans	November 2016
Final Design	December2016
Final PS&E Plans	January 2017
Advertise	TBD
Letting	TBD
Notice to Proceed – Construction	TBD

Specific submittal dates to be determined.

This schedule allows for 2 weeks of concurrent review by the City and MoDOT at each submittal.

Advertisement, letting and construction NTP is dependent on right-of-way and utility clearances.

SUPPLEMENTAL AGREEMENT #1

FOR ON CALL PROFESSIONAL ENGINEERING CONSULTING SERVICES

CITY OF JOPLIN and GBA

EXHIBIT A

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CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: George Butler Associates, Inc. Address: 9801 Renner Boulevard Lenexa, KS 66219-9745	
Attention: David Hertzberg		Attention: Cory Clark	
Department: Public Works		Phone: 913-577-8350	Fax: 913-577-8380
Phone: 417-624-0820 Ext 506	Fax:		

AMENDMENT 1 TO WORK AUTHORIZATION NUMBER GBA-OC-1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number GBA-OC-1 exceed the sum of FORTY-FOUR THOUSAND SEVEN HUNDRED AND EIGHTY-EIGHT Dollars ($44,788.00).

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

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

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

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

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

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

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at Two Million 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

Engineer: George Butler Associates, Inc.

_____
Name & Title of Staff Project Manager

By: George C. Clark

Printed Name: GEORGE C. CLARK

Title: SENIOR ASSOC

Date: 10-12-2017

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

CITY OF JOPLIN, MISSOURI

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

Date: _____

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

BRIEF SCOPE OF WORK

Additional design engineering services to prepare preliminary/right-of-way plans, final plans, specification documents and construction cost estimate for the addition of a channelized right turn in the southeast quadrant of the intersection of 32nd Street and Main Street in the City of Joplin, Missouri.

ADDITIONAL SERVICES OUTSIDE OF ORIGINAL SCOPE

- Coordinate & lead bi-weekly conference calls
- Evaluate & redesign taper for channelized right turn lane
- Develop right of way plans to reflect taper redesign and revised right of way
- Wall design & plans to preserve CVS parking lot per property owner agreement
- Create displays for preliminary utility coordination
- Field monumentation of right of way for one property (CVS) per MoDOT requirements
- Develop location survey for one property (CVS) per MoDOT requirements
- Assist City & MoDOT with utility coordination for final plans
- Attend one utility coordination meeting at City Hall (Joplin)
- Create displays for utility coordination meeting
- Revise utility display to reflect decisions from utility coordination meeting

FEE SCHEDULE
GEORGE BUTLER ASSOCIATES, INC.
ENGINEERS/ARCHITECTS
STANDARD HOURLY RATES – EFFECTIVE JULY 1, 2017

Employment Classification	Hourly Rate
Principal	$268.00
Senior Associate	219.00
Director of AES	219.00
Associate	188.00
Senior Lead AES	188.00
Senior Specialist	160.00
Project Leader	165.00
Lead AES	165.00
Specialist	145.00
Senior AES	155.00
Senior Technician	130.00
Project AES	130.00
Project Technician	100.00
Design AES	110.00
Design Technician	82.00
Staff AES	102.00
Staff Technician	70.00
Senior Construction Inspector	130.00
Construction Inspector 4	105.00
Construction Inspector 3	100.00
Construction Inspector 2	90.00
Construction Inspector 1	80.00
Senior Field Technician	110.00
Field Technician 3	90.00
Field Technician 2	80.00
Field Technician 1	70.00
Senior Professional Land Surveyor	130.00
Professional Land Surveyor	120.00
Survey Technician 3	100.00
Survey Technician 2	70.00
Survey Technician 1	52.00
2-Man Survey Party	170.00
Training Coordinator	93.00
Senior Administrative Assistant	93.00
Administrative Assistant	70.00
General Office 2	75.00
General Office 1	54.00

Equipment

(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)

Real Time Kinematic Global Positioning System Equipment (RTK)	60.00 per hour
Nuclear Density/Soil Testing Equipment	50.00 per day
Traffic Counters	20.00 per day

Expenses

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, meals, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.

The following items will be charged as shown:

Company Pick-up Truck	0.54 per mile
Personal and Company Cars	0.54 per mile

	CLASSIFICATION HOURLY CHARGEOUT RATE	SAS $219	ASC $188	SRE $155	SRT $130	SPLS $130	PLS $120	2MAN $170	INT $70	TOTAL HOURS	EXPENSES	TOTAL COST
SUP1: ADDITIONAL SERVICES OUTSIDE OF ORIGINAL SCOPE												
1.1	Bi-Weekly Conference Calls/Utility Coordination Support	8		16						**24.0**		**$4,232.00**
1.2	Evaluate Taper Options & Redesign	4	4	16						**24.0**		**$4,108.00**
1.3	R/W Submittal	4	4	24					40	**72.0**		**$8,148.00**
1.4	Wall Layout/Design	4	8	52	16					**80.0**		**$12,520.00**
1.5	Preliminary Utility Coordination Assistance			20						**20.0**		**$3,100.00**
1.6	Field Monument R/W						2	4		**6.0**	$20.00	**$940.00**
1.7	Prepare R/W location Survey					2	10			**12.0**		**$1,460.00**
1.8	Utility Coordination Pre-Meeting Discussions	4		4						**8.0**		**$1,496.00**
1.9	Utility Coordination Meeting (Plus Mileage)	8		8						**16.0**	$160.00	**$3,152.00**
1.10	Utility Coordination Meeting Displays			8					20	**28.0**		**$2,640.00**
1.11	Utility Coordination Follow-Up	8		8						**16.0**		**$2,992.00**
	SUP1 TOTAL	**40.0**	**16.0**	**156.0**	**16.0**	**2.0**	**12.0**	**4.0**	**60.0**	**306.0**	**$180.00**	**$44,788.00**

SUP1: Description of Additional Work

1.1 Scope included progress meetings associated w/ 2 submittals only. Client requested bi-weekly calls. Schedule delays due to funding.
1.2 Evaluation & Redesign occurred after design was accepted by client. Original design was developed in accordance with traffic data provided by client.
1.3 Preliminary/Right of Way plans were scoped as one submittal. R/W plans became a separate submittal due to design change and schedule delays due to funding.
1.4 Wall design was listed as an additional service in the original scope. Wall is required to maintain CVS parking lot.
1.5 Utility coordinatation assistance listed as an additional service in original scope. Assisted client by creating displays to be utilized for utility coordination.
1.6 Field monumentation of right of way listed as an additional service in scope. Monumentation required on MoDOT R/W.
1.7 Right of Way location survey excluded from scope. Location survey required on MoDOT R/W.
1.8 MoDOT & Client requested assistance for additional utility coordination (excluded from original scope)
1.9 MoDOT & Client requested attendance & assistance with utility coordination meeting (excluded from original scope)
1.10 MoDOT & Client requested displays for utility coordination meeting (excluded from original scope)
1.11 MoDOT & Client requested assistance with utility coordination follow-up regarding locations of existing utilities (excluded from original scope)

TERM OF SERVICE

The approximate general project schedule is as follows:

Notice to Proceed – Design	August 2016
Surveying & Data Collection	September 2016
Preliminary Design	October 2016
Preliminary Plans	July 2017
Right-of-Way Plans	November 2017
Final Design	March 2018
Final PS&E Plans	July 2018
Letting	November 2018
Notice to Proceed – Construction	January 2019

Specific submittal dates to be determined.

Dates dependent on right-of-way, utility clearances and funding.

CLOSING DATE:	6-Oct-2017	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver
Demolition		LOCATION:	1106 S. Sergeant Ave.

COMPANY	BIDS
B & D Yardbuilders	$4,100.00
Big John's	$3,500.00
Jordan Disposal	$3,499.00
Nelson's Enterprises	$3,399.00



COUNCIL BILL 2017-376
1106 S. SERGEANT







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 6, 2017

Item: COUNCIL BILL NO. 2017-376
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2017- 376
2) Photograph of Property
3) Bid Tabulation

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

Recommended Action: Approval of Contract with Nelson Enterprises to remove the structures, and any remaining debris including foundation and footings located at 1106 S. Sergeant.

Summary: The above listed address was "tagged" as a dangerous building on April 11, 2017. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code) on September 22, 2017. An advertisement for bids was published in the Joplin Globe with bids being received on October 6, 2017 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Nelson Enterprises	$3,399.00
Jordan Disposal	$3,499.00
Big Johns	$3,500.00
B&D Yardbuilders	$4,100.00

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

Recommendation: City Staff recommends that the demolition removal contract be awarded to Nelson Enterprises for $3,399.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2017–376 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 1106 S. Sergeant Ave. in the City of Joplin, Missouri, for Three Thousand Three Hundred Ninety-Nine and 00/100 Dollars (3,399.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Enterprises in the amount of Three Thousand Three Hundred Ninety-Nine 00/100 Dollars ($3,399.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1106 S. Sergeant.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 1106 S. Sergeant and legally described as:

ALL OF LOT NUMBERD ONE HUNDRED TWENTY-NINE (129) IN CARTERS FIRST ADDITION, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

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

_____, 2017, by a _____ vote.

_____
Michael L. Seibert – Mayor

ATTEST:

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 6, 2017

ITEM: COUNCIL BILL NO. 2017-521
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

ATTACHMENTS: 1) Exhibit "A" the Salary Administration Plan

Finance Director: Leslie Haase
Human Resources Director: David Allgood
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves a two percent (2%) wage adjustment to the entire pay plan. An across-the-board wage adjustment moves the entire pay plan upward in an effort to maintain an equitable pay plan over time, while also granting a wage increase to city employees.

DISCUSSION:
The Salary Administration Plan is the system that is maintained and utilized to hire and retain city employees. The Salary Administration Plan was last changed by the adoption of a new pay plan based on a market comparison in November of 2012. The Salary Administration Plan did not change until an across-the-board wage adjustment of 3% was granted for the 2017 fiscal year.

The 2% adjustment increases the beginning and ending wage in each range of the Salary Administration plan on November 1, 2017. However, the wage increase for eligible employees will be effective on November 11, 2017, which represents the first full pay period of the new fiscal year.

RECOMMENDATION:
Staff recommends approval of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2017-521 ORDINANCE NO.

AN ORDINANCE amending the City Salary Administration Plan adopted by Ordinance No. 2016-178 and authorizing a Two Percent (2.0%) wage adjustment for eligible Classified and Unclassified employees; and containing an emergency clause.

WHEREAS, the City Council of the City of Joplin, Missouri, adopted a revised Salary Administration Plan on October 1, 2012; and,

WHEREAS, the Salary Administration Plan was increased by Three Percent (3%) on November 1, 2016; and,

WHEREAS, the City Manager has reviewed the City Salary Administration Plan and has determined and recommended to the Council, that a Two Percent (2%) wage adjustment is appropriate.

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

Section 1. That the City Salary Administration Plan adopted by the Council of the City of Joplin, Missouri, on October 17, 2016, by Ordinance No. 2016-178 is hereby amended to include a Two Percent (2%) wage adjustment for all Classified and Unclassified employees.

Section 2. That the said Two Percent (2%) wage adjustment for eligible employees shall be effective on November 11, 2017, which represents the first full pay period of the new fiscal year pursuant to the Employee Rules and Regulations.

Section 3. That the City Manager shall cause to be published and available for inspection, a matrix, incorporating the Two Percent (2%) wage adjustment, and showing the salary range for all employees subject to this ordinance in a form similar to Exhibit "A".

Section 4. That this being an Ordinance affecting current expenditures of the City government and having to do with the expenditure of public funds, shall be considered an Emergency Ordinance within the meaning of Section 2.12(3), (4) of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

_____ day of _____, 2017, by a _____vote.

_____

Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN

EXHIBIT "A"-SALARY ADMINISTRATION PLAN

EFFECTIVE NOVEMBER 1, 2017

* - unclassified position according to city charter (E) - exempt according to FLSA

Range	Position	Hourly Min	Hourly Mid	Hourly Max	Annual Min	Annual Mid	Annual Max
100	Clerk Cook	$ 9.719	$ 11.911	$ 14.102	$ 20,216	$ 24,775	$ 29,332
110	Custodian Laborer I Utility Worker WIC Certifier	$ 10.714	$ 13.130	$ 15.547	$ 22,285	$ 27,310	$ 32,338
120	Airport Operations Worker Court Assistant I Transit Dispatcher Transit Driver I	$ 11.250	$ 13.787	$ 16.324	$ 23,400	$ 28,677	$ 33,954
130	Automotive Service Worker Laborer II Recreation Leader Senior Clerk Transit Driver II Wastewater Laboratory Assistant Wastewater Plant Utility Worker	$ 11.812	$ 14.477	$ 17.141	$ 24,569	$ 30,112	$ 35,653
140	Compliance Officer I Detention Officer Engineering Assistant Equipment Operator Human Resources Assistant Parks Caretaker Utility Locator	$ 12.402	$ 15.200	$ 17.998	$ 25,796	$ 31,616	$ 37,436

150	Animal Control Officer Court Assistant II CVB Tourism & Events Specialist Parks Facilities Maintenance Technician Recreation Coordinator Traffic Markings and Sign Technician Transit Driver Supervisor	$ 13.023	$ 15.961	$ 18.898	$ 27,088	$ 33,199	$ 39,308
160	Accounting Specialist Airport Operations Supervisor Automotive Mechanic I Compliance Officer II Evidence Technician Firefighter Trainee Heavy Equipment Operator Human Resources/ Safety Specialist Legal Specialist Police Officer Trainee Public Safety Communications Operator Wastewater Plant Operator	$ 14.358 $ 10.2554	$ 17.596 $ 12.5686	$ 20.835 $ 14.8818	$ 29,865 $ 29,864	$ 36,600 $ 36,600	$ 43,337 $ 43,336
170	Assistant City Clerk Chief Wastewater Plant Operator I Crime Analyst/Accreditation Coordinator (E) Engineering Technician Firefighter/EMT Jail Shift Supervisor Lead Cemetery Caretaker Lead Parks Caretaker Neighborhood Improvement Officer Police Officer I Traffic Signal Technician Wastewater Laboratory Technician	$ 15.077 $ 10.7682	$ 18.476 $ 13.1969	$ 21.876 $ 15.6255	$ 31,360 $ 31,357	$ 38,430 $ 38,429	$ 45,502 $ 45,501

180	Automotive Mechanic II Building Maintenance Technician Nutritionist I (E) Recycling Coordinator (E) Wastewater Plant Technician	$ 15.829	$ 19.399	$ 22.969	$ 32,924	$ 40,350	$ 47,776
190	Building Inspector Construction Inspector Environmental Public Health Specialist I (E) Fire Driver/Engineer GIS Technician Police Officer II Property Negotiator/Appraiser	$ 16.621 $ 11.8723	$ 20.370 $ 14.5499	$ 24.119 $ 17.2274	$ 34,572 $ 34,572	$ 42,370 $ 42,369	$ 50,168 $ 50,166
200	Community Health Planner/Educator (E) Golf Course Maintenance Supervisor (E) Nutritionist II (E) Planner (E) Police Corporal Public Safety Communications Supervisor Utility Billing Supervisor Wastewater Pretreatment Technician	$ 17.451	$ 21.387	$ 25.324	$ 36,298	$ 44,485	$ 52,674
210	Building Maintenance Supervisor (E) Chief Wastewater Plant Technician Communications Technician Director of Sales/CVB (E) Environmental Public Health Specialist II (E) Fire Apparatus Fleet Manager IT Analyst Land Surveyor (E) Public Safety Communications Manager (E)	$ 18.324	$ 22.457	$ 26.590	$ 38,114	$ 46,711	$ 55,307

300	Assistant to the City Manager (E) Business Development Manager (E) Fleet Maintenance Supervisor (E) Golf Course Professional (E) Infrastructure Maintenance Supervisor (E) Plans Reviewer Wastewater Laboratory Supervisor Wastewater Pretreatment Inspector	$ 19.240	$ 24.121	$ 29.002		$ 40,019	$ 50,172	$ 60,324
310	Assistant Wastewater Plant Superintendent Communications Technician Manager (E) Community Health Nurse (E) Emergency Management Coordinator (E) Fire Captain Fire Marshal (E) Jail Administrator (E) Police Sergeant Public Information Officer (E) Regional Response Planner (E) Senior Accountant (E) Transportation Coordinator (E) WIC Services Coordinator (E)	$ 20.203 $ 14.4306	$ 25.328 $ 18.0911	$ 30.452 $ 21.7516		$ 42,022 $ 42,022	$ 52,682 $ 52,681	$ 63,340 $ 63,341
320	* Assistant Director of Human Resources (E) Athletic Facilites Superintendent (E) Cemetery Superintendent (E) Financial Analyst (E) Medical Services Coordinator (E) Parks Maintenance Superintendent (E)	$ 21.213	$ 26.594	$ 31.975		$44,123	$55,316	$66,508
330	Airport Manager (E) * Assistant City Prosecutor (E) * City Clerk (E) Civil Engineer I (E) Fire Training Chief (E) * Municipal Court Administrator (E)	$ 22.274	$ 27.925	$ 33.574		$ 46,330	$ 58,084	$ 69,834

340	Battalion Chief (E)	$ 23.388	$ 29.320	$ 35.252	$ 48,647	$ 60,986	$ 73,324
	Capital Improvement Project Manager (E)	$ 16.7054	$ 20.9427	$ 25.1801	$ 48,646	$ 60,985	$ 73,324
	CDBG Project Manager (E)						
	Chief Building Official (E)						
	* City Prosecutor (E)						
	Infrastructure Superintendent (E)						
	Network Manager						
	Police Captain (E)						
	Wastewater Plant Superintendent (E)						
350	* Assistant City Attorney (E)	$ 24.557	$ 30.786	$ 37.015	$ 51,079	$ 64,035	$ 76,991
	* Assistant Director of Health & Env/Epid Coordinator (E)						
	* Assistant Director of Planning, Development and Neighborhood Services (E)						
	Civil Engineer II (E)						
	* CVB Director (E)						
360	* Assistant Director of Public Works/Operations (E)	$ 25.785	$ 32.326	$ 38.866	$ 53,633	$ 67,238	$ 80,841
	* Assistant Finance Director (E)						
	* Assistant Police Chief (E)						
	* Deputy Fire Chief (E)						
370	* Human Resources Director/Risk Mgmt (E)	$ 29.848	$ 37.421	$ 44.992	$ 62,084	$ 77,836	$ 93,583
380	* Assistant Director of Public Works/Engineering (E)	$ 31.342	$ 39.291	$ 47.241	$ 65,191	$ 81,725	$ 98,261
	* Community Health Director (E)						
	* Director of Planning, Development and Neighborhood Services (E)						
	* Parks & Recreation Director (E)						
390	* Director of Information Technology (E)	$ 32.908	$ 41.256	$ 49.603	$ 68,449	$ 85,812	$ 103,174
	* Finance Director (E)						
400	* Fire Chief (E)	$ 34.555	$ 43.319	$ 52.083	$ 71,874	$ 90,104	$ 108,333
	* Police Chief (E)						
410	* City Attorney (E)	$ 36.281	$ 45.485	$ 54.688	$ 75,464	$ 94,609	$ 113,751
	* Public Works Director (E)						

REGULAR Part-Time Hourly		Step 1- Hr	Step 2 - Hr.	Step 3- Hr.
530	Peer Counselor	$ 10.107	$ 10.511	$ 10.931
555	Interpreter/Translator	$ 10.675	$ 11.102	$ 11.546
570	Lead Peer Counselor	$ 12.124	$ 12.609	$ 13.114

SEASONAL Part -Time Hourly		Step 1- Hr.	Step 2 - Hr.	Step 3 - Hr.
500	Cashiers - Part-Time	$ 8.668	$ 9.014	$ 9.375
502	Clerk-Part-Time	$ 9.101	$ 9.466	$ 9.844
505	Recreation Instructor-Part-Time	$ 9.534	$ 9.915	$ 10.313
520	Laborer-Part-Time	$ 9.915	$ 10.313	$ 10.725
540	School Crossing Guard-Part-Time	$ 10.313	$ 10.725	$ 11.155
555	Police Reserve Officer-Part-Time	$ 10.675	$ 11.102	$ 11.546
560	School Crossing Guard Coordinator-Part-Time	$ 11.155	$ 11.600	$ 12.066
570	Engineering Aid-Part-Time	$ 12.124	$ 12.609	$ 13.114
580	Court Bailiff-Part-Time	$ 15.759	$ 16.389	$ 17.045
600	Cashier - Seasonal Lifeguard-Seasonal	$ 8.668	$ 9.014	$ 9.375
610	Pool Operator-Seasonal	$ 9.915	$ 10.313	$ 10.725
620	Aquatic Supervisor-Seasonal Day Camp Director-Seasonal	$ 10.725	$ 11.155	$ 11.600

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 6, 2017

ITEM: COUNCIL BILL NO. 2017-522
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

ATTACHMENTS: 1) Exhibit "A", Council Employee Annual Pay

Finance Director: Leslie Haase
Human Resources Director: Dave Allgood
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill approves a two percent (2%) wage adjustment for the City Attorney, City Clerk and the City Manager as Council employees to correspond with the adopted two percent (2%) wage adjustment for city employees.

DISCUSSION:
The Salary Administration Plan is the system that is maintained and utilized to hire and retain employees. The Salary Administration Plan was last changed by the adoption of a new pay plan based on a market comparison in November of 2012. The Salary Administration Plan did not change until an across-the-board wage adjustment of 3% was granted for the 2017 fiscal year.

The FY 2017-2018 adopted budget included a 2% raise for city employees and council employees effective on November 11, 2017, which represents the first full pay period of the new fiscal year. This council bill approves a 2% raise for the City Attorney, City Clerk and the City Manager as shown in Schedule A.

RECOMMENDATION:
Staff recommends approval of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2017-522 **ORDINANCE NO**.

AN ORDINANCE adopting and establishing the pay rates for the 2017-2018 Fiscal Year for certain Unclassified Council Employees; and containing an emergency clause.

WHEREAS, the Council of the City of Joplin, Missouri, has reviewed certain Unclassified Council Employees and desires to increase the annual rate of pay for the City Attorney, City Clerk and the City Manager by 2%; and,

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

Section 1. That the Annual Salary for FY 2017-2018 for the City Attorney, City Clerk and the City Manager be increased by 2% effective on November 11, 2017 as shown in Exhibit "A".

Section 2. That additional compensation to members of the Unclassified service shall be based upon length of service and paid in accordance with the Longevity Pay Plan currently in effect.

Section 3. That this Ordinance, being an Ordinance affecting current expenditures of the City government and having to do with the expenditure of public funds, is an emergency within the meaning of Section 2.12(3)(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such shall become effective immediately upon its approval and 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"

CITY OF JOPLIN
COUNCIL EMPLOYEE ANNUAL PAY
6-Nov-17

POSITION	CURRENT ANNUAL PAY	2% INCREASE ANNUAL PAY
CITY ATTORNEY	111,521	113,751
CITY CLERK	61,291	62,517
CITY MANAGER	155,000	158,100

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 6, 2017

ITEM: COUNCIL BILL NO. 2017-523
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

Department Head: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill amends the adopted 2017-2018 Budget of the City of Joplin.

DISCUSSION:
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is the explanation for the items in Schedule A:

- Amending the Information Technology budget in the amount of $16,575.00. The IT Department has overfilled an IT Analyst position due to the pending retirement of a long-term employee in the same position. The position will be overfilled for approximately three months. Therefore, the payroll budget in the IT Department requires a budget amendment.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $16,575.00.

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

COUNCIL BILL NO. 2017-523 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2017-167 on October 16, 2017, which estimated revenues and appropriated funds for the fiscal year 2017-2018, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by increasing appropriations by the total amount of Sixteen Thousand Five Hundred Seventy-Five Dollars and No Cents ($16,575.00) for the purposes and amounts as shown in Schedule A attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 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
2017-2018 ADOPTED BUDGET
6-Nov-17

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$	-	
	IT	001-2501-500-1010	Regular Wages			12,900
	IT	001-2501-500-1605	Health Insurance Expense			1,500
	IT	001-2501-500-1610	Worker's Compensation			90
	IT	001-2501-500-1615	FICA Expense			690
	IT	001-2501-500-1625	LAGERS Retirement			1,225
	IT	001-2501-500-1640	Life Insurance Expense			50
	IT	001-2501-500-1645	Dental Expense			70
	IT	001-2501-500-1650	Disability Expense			50
	Total General Fund			$	-	16,575
	Grand Total			$	-	16,575