COUNCIL AGENDA

August 4, 2014

6:00 P.M., Council Chambers

General Council Members	MAYOR	Zone Council Members
Mike Woolston	Michael L. Seibert	Gary Shaw
Morris Glaze (Mayor ProTem)		Melodee Colbert- Kean
Bill Scearce		Dr. Benjamin D. Rosenberg
Ryan Stanley		Michael Seibert
Miranda Lewis		

1. **Call to Order**
   Invocation
   Pledge of Allegiance

2. **Roll Call**

3. **Presentations**

4. **Finalization of Consent Agenda**

5. **Reports and Communications**

6. **Citizen Requests and Petitions**

7. **Public Hearings**
   Public Hearings Procedures
   1. COUNCIL BILL NO. 2014-263-AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-1-PD and including in District R-1 property as described below and located at 4206 Swede Lane in the City of Joplin, Jasper County, Missouri. (Requested by Brenda and Samir Fahmy. Planning and Zoning recommended approval).

   2. COUNCIL BILL NO. 2014-264 - 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-1and including in District R-1-HP property as described below and located at 3534 Oak Ridge Drive in the City of Joplin, Newton County, Missouri. (Requested by Janet C. Garvin. Planning and Zoning recommended approval).

Anyone wishing to address the Council should step to the Podium and state their 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 minutes.

Sound enhancement units are available for hearing impaired customers. You will be asked to provide a form of identification as security, which will be returned when you return the unit.
If you are in need of disability related auxiliary aids or services, contact the City Clerks Office at (417) 624-0820 ext. 220. Forty-eight hours notice is requested.

3. COUNCIL BILL NO. 2014-265-AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-1-PD and including in District R-1 property as described below and located at 1411 Logan Drive in the City of Joplin, Jasper County, Missouri. (Requested by Joseph D. & Danica J. Harris. Planning and Zoning recommended approval).

8. Consent Agenda

1. Minutes of the July 21, 2014 Council Meeting

2. Minutes of the July 23, 2014 Special Council Meeting

3. COUNCIL BILL NO. 2014-154 - AN ORDINANCE authorizing an Application to the Missouri Department of Transportation for state funds to be used for operating assistance for the Metro Area PublicTransit System.

4. COUNCIL BILL NO. 2014-266 -AN ORDINANCE to Request to Review the Final Plat for CARLISLE ADDITION located at 2301 South Jackson Avenue in the City of Joplin, Jasper County, Missouri.

5. COUNCIL BILL NO. 2014-267 - AN ORDINANCE to Request to Review the Final Plat LOGAN'S RUN EAST located at 1411 Logan Drive in the City of Joplin, Jasper County, Missouri.

9. Resolutions

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2014 – 155 AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 1001 McKinley. in the City of Joplin, Missouri, for the amount of One Thousand Seven Hundred Thirty Four and 00/100 Dollar ($1,734.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

2. COUNCIL BILL NO. 2014- 157 - AN ORDINANCE approving an agreement for Allgeier Martin & Associates Inc. for One Million One Hundred Twenty Three Thousand and no/100 Dollars ($1,123,000.00) for Consultant Services for Design and Construction Management for Sanitary Sewer Projects in the Tornado Area and containing an emergency clause.

3. COUNCIL BILL NO. 2014- 158 - AN ORDINANCE approving an agreement for Joplin Joint Engineering Team for One Million One Hundred Eighty Eight Thousand Seven Hundred Fifty and no/100 Dollars ($1,188,750.00) for Consultant Services for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Tornado Area and containing an emergency clause.

4. COUNCIL BILL NO. 2014- 159 - AN ORDINANCE approving an agreement for Anderson Engineering for Six Hundred Nine Thousand Nine Hundred Seventy One and no/100 Dollars ($609,971.00) for Consultant Services for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Tornado Area and containing an emergency clause.

5. COUNCIL BILL NO. 2014- 160 - AN ORDINANCE approving an agreement for Jacobs Engineering for Seven Hundred Ninety Eight Thousand Two Hundred Sixty One and no/100 Dollars ($798,261.00) for Consultant Services for Design of Sidewalk, Curb & Gutter, and Storm Water projects in the Tornado Area and containing an emergency clause.

11. Ordinances – First Reading

1. COUNCIL BILL NO. 2014-020 - AN ORDINANCE authorizing the City of Joplin, Missouri to enter into a Lease Agreement with the Joplin Little League North (Landreth Park fields: North Field; North Complex; and the T-Ball Park); authorizing the City of Joplin, Missouri, to enter into a Lease Agreement with the Joplin Little League South (Wildcat Park fields – minor & major), for the lease of the ball fields; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

2. COUNCIL BILL NO. 2014-156 - AN ORDINANCE authorizing and directing the City Manager to execute a contact with The Empire District Electric Company for the purchase of electric energy by the City of Joplin for a period of five (5) years, and for the payment by the City of Joplin to the Company of annual Facilities Usage (Investment) Charges and other Charges as provided in the contract, a copy of which is attached hereto and made a part hereof.

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1. Case 027-14: 515 & 517 Luke Street – A request for a Site Plan Review for a duplex in a District R-2 PD (Two-Family – Planned Development) zoning district – Mayberry Rentals LLC.

2. Set the date for the public hearing on the FY 2014-15 proposed budget for August 25, 2014.

3. Set the date for the public hearing on the property tax rate for August 25, 2014.

4. Appointment and Reappointment to Boards and Commissions

5. Announcements from the Public Information Officer

6.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, 2013, 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.

Notice posted at 4:30 pm on this the 31st day of July, 2014. (RSMo 610.020)

PUBLIC HEARINGS

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the Joplin City Council regarding an item on the Council Agenda, are requested to follow these rules:

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

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

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

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

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

Thank you for your consideration and understanding.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 4, 2014

Item: COUNCIL BILL NO. 2014-263
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nicholas A. Heatherly NAH Date: 7/22/14
Interim City Attorney: Peter C. Edwards PE Date: 7/23/14
Interim City Manager: Samuel L. Anselm SA Date: 7/22/14
Board or Commission: Planning and Zoning Commission MOW Date: 7/14/2014

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 022-14: 4206 Swede Lane – A request to rezone property from District M-1 PD (Restricted Industrial – Planned Development) to District R-1 (Single-Family Residential) for continued single-family use – Brenda and Samir Fahmy.

STAFF SUMMARY:
The property is currently zoned M-1 PD. If the existing single-family house on the property were destroyed, it could not be rebuilt under the City's grandfather clause because single-family homes are not permitted uses in an industrial district. The property owner would like to refinance, but cannot be accepted until the property is rezoned.

Staff recommends approval of Case 022-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Brenda Fahmy stated that part of her property is residential, and part is industrial. Her house is zoned industrial, with her mortgage and insurance being the reasons she wants to get the house property zoned residential.

Mr. Ramsour asked Mr. Wright how long this property has been in the Joplin city limits, and he replied that it was annexed during late 1950's or early 1960's.

PUBLIC COMMENT:
None.

Z&P Meeting: July 14, 2014
City Council Meeting: August 4, 2014

STAFF PLANNING REPORT
Rezoning

CASE 022-14:

A request to rezone from District M-1 PD (Restrictive Industrial – Planned Development) to District R-1 (Single-Family Residential) for property located at 4206 Swede Lane for the continued use of single-family residential.

APPLICANT: Brenda and Samir Fahmy

LOCATION: 4206 Swede Lane

REQUESTED ZONING: R-1 (Single-Family Residential)

CORRIDOR: N/A (Planned Development not required)

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-Family)	Single-Family	470' x 633' / 6.83 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	M-1 PD	M-1 PD	R-1	N/A (Jasper County)
Land Use	Single-Family	Single-Family	Single-Family	Undeveloped

FUTURE LAND USE:

The 2012 Future Land Use Map designates this property as low-density residential.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Swede Lane	Local	50'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

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

This property is suitable for the development of single-family residential.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The proposed rezoning should not detrimentally affect nearby properties.

DISCUSSION

The property is currently zoned M-1 PD. If the existing single-family house on the property were destroyed, it could not be rebuilt under the City's grandfather clause because single-family homes are not permitted uses in an industrial district. The property owner would like to refinance, but cannot be accepted until the property is rezoned.

Staff recommends approval of Case 022-14.

ENCLOSURES: None

RECEIVED 5-20-14

REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only
Case No.: 022-14
Filing Fee: $350.00
Date Advertised: 6-29-14
Date Notices Sent: 7-2-14
P&Z Date: 7-14-14
City Council Date: 8-4-14

APPLICANT: Brenda & Samir Fahmy PHONE: 417-781-9294
ADDRESS: 4206 Swede Ln Joplin ZIP: 64801
EMAIL: brendafahmy@cableone.net
OWNER: Same PHONE:
ADDRESS: ZIP:
EMAIL:
LOCATION OF PROPERTY: 4206 Swede Ln Joplin MO 64801
LEGAL DESCRIPTION: North 1/2 of Lot 11 + All of Lot 12 of Midway Gardens

Present Zoning M-1 PD Requested Zoning: R-1 Acreage: 7.2
Present Use of Property: Single-family
Proposed Use of Property: Single-family

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Single-family	M-1 PD
South	Single-family	R-1
East	Single-family	M-1 PD
West	Undeveloped	N/A (out of city)

CHARACTER OF THE NEIGHBORHOOD: Large lot single-family

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? NO
   If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? yes
2. Consistent with Future Land Use Map? yes

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Swede Ln.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local X
3. Right-of-Way Width: 50'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

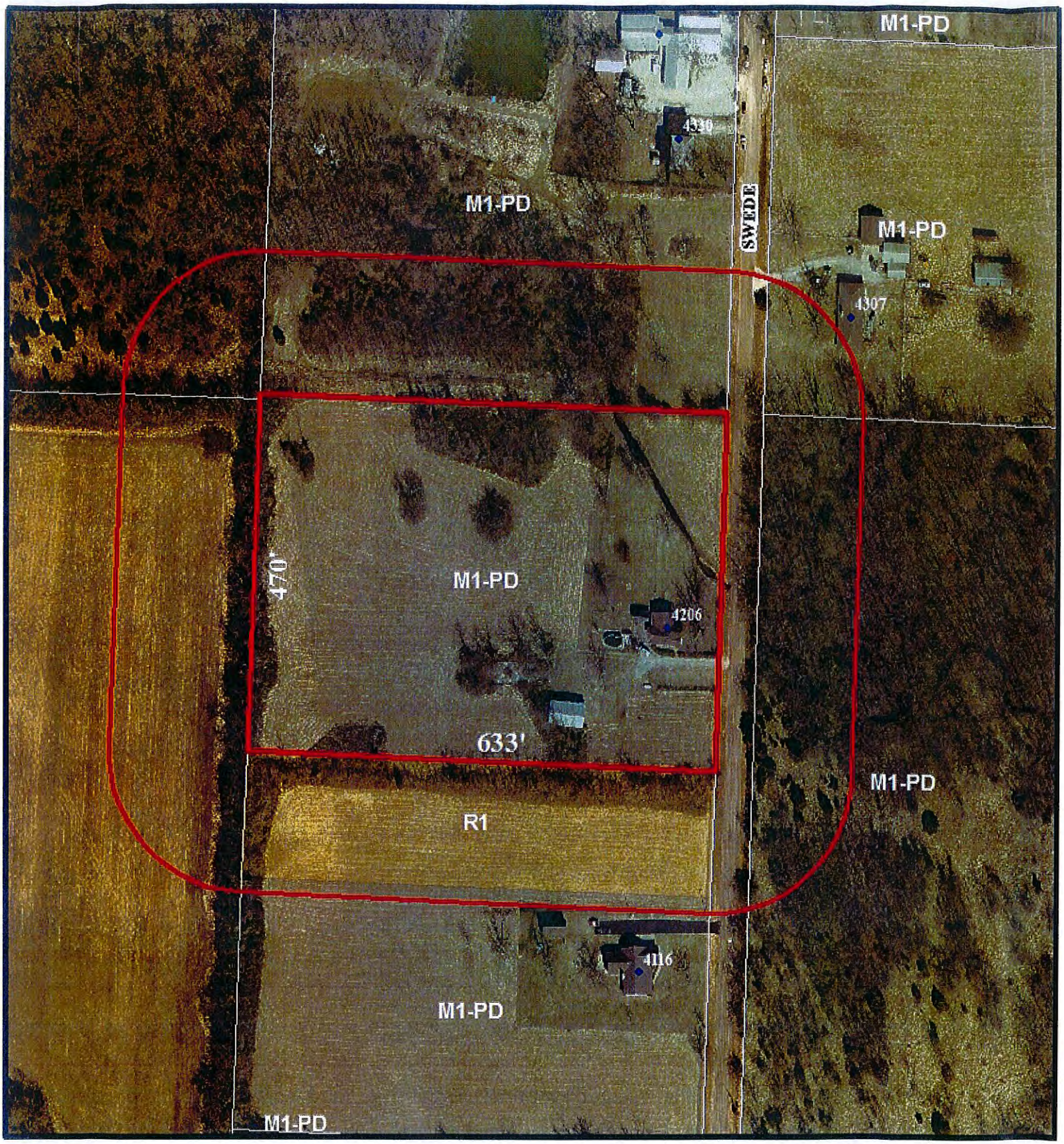
1. Appropriately Sized Lots? N/A
2. Properly Sized Street Right-of-Way?
3. Drainage Easements?
4. Utility Easements:
   - Electricity?
   - Gas?
   - Sewers?
   - Water?
5. Additional Comments:

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: Brenda Fahmy DATE: 5/20/14

BY: owner

TITLE:



0 155 310 620 930 1,240 Feet

Case 022-14: A request to rezone property from District M-1 PD (Light Industrial - Planned Development) to District R-1 (Single-Family Residential) for property located at 4206 N. Swede Lane. - Brenda & Samir Fahmy

N

Case 022-14: 4206 Swede Lane – A request to rezone property from District M-1 PD (Restricted Industrial – Planned Development) to District R-1 (Single-Family Residential) for continued single-family use – Brenda and Samir Fahmy.

Mr. Eastman opened the public hearing for Case 022-14.

Ms. Brenda Fahmy, 4206 Swede Lane, Joplin, appeared and stated that part of her property is residential, and part is industrial. Her house is zoned industrial, with her mortgage and insurance being the reasons she wants to get the house property zoned residential.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 022-14.

Mr. Ramsour asked Mr. Wright how long this property has been in the Joplin city limits, and he replied that it was annexed during late 1950's or early 1960's.

MR. SMITH MOVED, SECONDED BY MR. CORTEZ, THAT CASE 022-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 022-14
Brenda and Samir Fahmy
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-263 **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 M-1-PD and including in District R-1 property as described below and located at 4206 Swede Lane in the City of Joplin, Jasper County, Missouri.

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

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

All of the North Half of Lot Numbered Eleven (11) and All of Lot Numbered Twelve (12) in Midway Gardens Addition to the City of Joplin, Jasper County, Missouri.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interirn City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 4, 2014

Item: COUNCIL BILL NO. 2014-264
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nicholas A. Heatherly NAH Date: 7/22/14
Interim City Attorney: Peter C. Edwards PE Date: 7/23/14
Interim City Manager: Samuel L. Anselm Date: 7/22/14
Board or Commission: Planning and Zoning Commission MDW Date: 7/14/2014

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 023-14: 3534 Oak Ridge – A request to rezone property from District R-1 (Single-Family Residential) to District R-1 HP (Single-Family Residential – Historic Preservation Overlay District) to designate the Lustron House as a Local Historic Landmark – Janet C. Garvin.

STAFF SUMMARY:
The property has received approval from the Historic Preservation Commission to designate the Lustron House as a Local Historic Landmark. See attached Preservation Report for details on the history of the property and how it meets designation requirements.

Staff recommends approval of Case 023-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Janet Garvin requested the rezoning of one of her rental houses at 3534 Oak Ridge Drive as a Lustron Home. It is an all-metal home, with this being the reason for its historical value. The homes were built following World War II so veterans wouldn't have much maintenance to be done on their homes.

PUBLIC COMMENT:
Mrs. Nancy Morton, 112 South Sergeant Avenue, Joplin, stated that Ms. Garvin has appeared before the Historic Preservation Commission. This Lustron is the only remaining Lustron Home in Joplin, and it is most appropriate that it be placed in the historic overlay district. Ms. Morton asked the commissioners to support this request.

Mr. Duncan asked Mrs. Morton if there were other Lustron Homes in Joplin at one time. Ms. Garvin stated there were 60 homes in Missouri, but no other ones in Joplin. Mrs. Morton stated they were provided for post-World War II housing, and because of the costs involved in the manufacturing, they were discontinued.

Z&P Meeting: July 14, 2014
City Council Meeting: August 4, 2014

STAFF PLANNING REPORT
Rezoning

CASE 023-14:

A request to rezone from District R-1 (Single-Family Residential) to District R-1 HP (Single-Family Residential – Historic Preservation Overlay District) for property located at 3534 Oak Ridge to designate the Lustron House as a Local Historic Landmark.

APPLICANT: Janet C. Garvin

LOCATION: 3534 Oak Ridge

REQUESTED ZONING: R-1 HP (Single-Family Residential – Historic Preservation)

CORRIDOR: N/A (Planned Development not required)

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-Family)	Single-Family	50' x 150' / .17 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Single-Family	Single-Family	Single-Family	Single-Family

FUTURE LAND USE:

The 2012 Future Land Use Map designates this property as low-density residential.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Oak Ridge	Local	40'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

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

This property is suitable for the development of single-family residential.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The proposed rezoning should not detrimentally affect nearby properties.

DISCUSSION

The property has received approval from the Historic Preservation Commission to designate the Lustron House as a Local Historic Landmark. See attached Preservation Report for details on the history of the property and how it meets designation requirements.

Staff recommends approval of Case 023-14.

ENCLOSURES: Preservation Report

REZONING APPLICATION FORM

RECEIVED 5-23-14

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only
Case No.: 023-14
Filing Fee: $350.00 - Waived - HP.
Date Advertised: 6-29-14
Date Notices Sent: 7-2-14
P&Z Date: 7-14-14
City Council Date: 8-4-14

APPLICANT: Janet C. Garvin PHONE: 850 4879
ADDRESS: 3534 Oak Ridge Drive ZIP: 64804
EMAIL: janet-garvin@yahoo.com
OWNER: " PHONE: "
ADDRESS: " ZIP: "
EMAIL: "
LOCATION OF PROPERTY: 3534 Oak Ridge Drive, Joplin, MO. 64804
LEGAL DESCRIPTION: Freeman Grove 3; Lot 302

Present Zoning R-1 Requested Zoning: R-1 HP Acreage: .17
Present Use of Property: single-family
Proposed Use of Property: single-family

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Residential	R-1
South	"	R-1
East	"	R-1
West	"	R-1

CHARACTER OF THE NEIGHBORHOOD: Well Kept.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts? No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? No
   If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes
2. Consistent with Future Land Use Map? Yes

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Oak Ridge Dr.
2. Classification of Street(s):
   Arterial____ ____Collector____ Local X
3. Right-of-Way Width: Normal street width - 40'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? No
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   Electricity?
   Gas?
   Sewers? No
   Water?
5. Additional Comments:
   Custom Home

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
Built in Prefab to aid veterans with slab floor and simple, easy, construction

SIGNATURE: Janet C Gravin DATE: May 22, 2014

BY: Janet C Gravin

TITLE: Owner

PRESERVATION REPORT



APPLICANT:

Janet Garvin

OWNER:

Janet Garvin

ADDRESS AND LANDMARK NAME:

3534 Oak Ridge,
Lustron House

PRESENT USE:

Residence (occupied)

HISTORIC USE:

Residence

PHYSICAL DESCRIPTION:

Date of Construction: 1949

Architectural Style: Modern Ranch/Lustron House

Construction: All steel framing and paneling (see attached "Lustron Houses" attachment for more details on construction method).

Site: The home is located in Freeman's Grove, a subdivision developed in the 1940s with an eclectic mix of architectural styles. Several other homes in the neighborhood are unique styles not common in Joplin and may also be eligible for Local Landmark status.

HISTORICAL SIGNIFICANCE:

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

   Lustron houses were built for a brief period immediately following World War II. During this period of time there was significant demand for housing that could be built quickly and easily. This led to the rise of pre-fabricated houses where pieces (or panels) were built in a factory and then shipped and assembled on site.

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

   Not applicable to this nomination.

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

   The Lustron Corporation was the nation's largest manufacturer of prefabricated steel houses immediately following World War II (1946-1950).

4. *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;*

   Lustron houses are a rare architectural style. The homes are all steel, both exterior and interior. Approximately 3,000 houses were constructed across the United States, primarily in the Midwest, but there are also some examples in the Northeast and Southeast. Although 3,000 were built, many have already been lost. Therefore finding one still in original condition is becoming increasingly rare. This is the only known Lustron house in Joplin and within a 50 mile radius.

5. *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;*

   The Lustron Corporation (see # 3).

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

   All steel exterior and interior construction (see "Lustron Houses" attachment).

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

   All steel exterior and interior construction (see "Lustron Houses" attachment).

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

   Not applicable to this nomination

9. *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*

   Not applicable to this nomination.

10. *Its suitability for preservation or restoration.*

    The house retains much of its original architectural features and remains in good condition. The rarity of the style and building materials in Joplin make it a prime candidate for preservation.

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)

STAFF RECOMMENDATION:

Staff recommends that the Lustron House at 3534 Oak Ridge be approved and dedicated as a Local Historic Landmark.

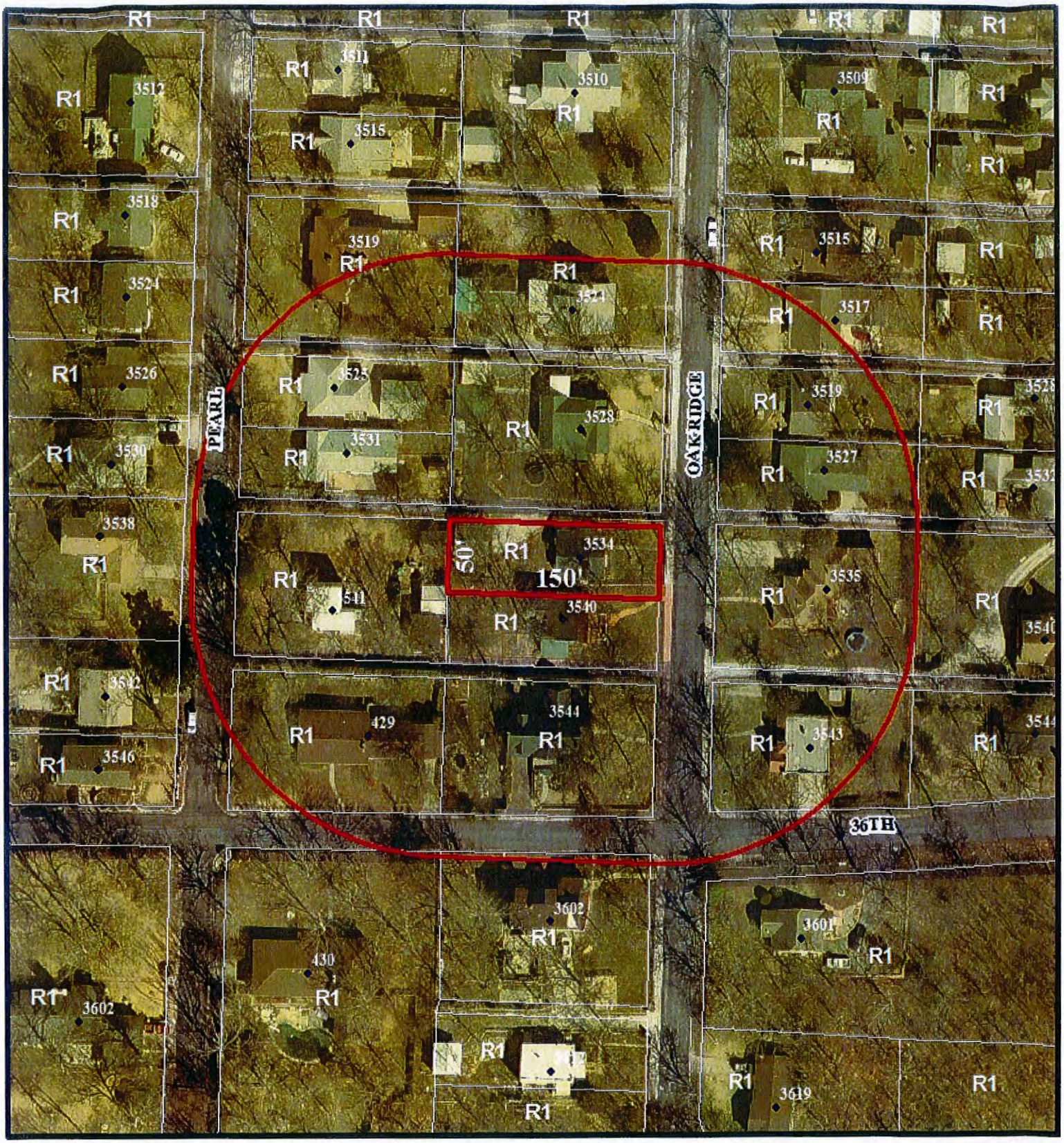
SUPPORTING DOCUMENTS:



Front porch showing steel column design that is unique to Lustron homes.



Lustron houses featured two by two exterior steel panels, which can easily be seen in this image of the front of the house. Awnings may not be original to the house, but they do not detract from the historical integrity of the structure.



0 85 170 340 510 680 Feet

Case 023-14: A request to rezone property from District R-1 (Single-Family) to District R-1 HP (Single-Family - Historic Preservation overlay district) for property located at 3534 Oak Ridge Drive, also known as the Lustron House. - Janet Garvin

N

Case 023-14: 3534 Oak Ridge – A request to rezone property from District R-1 (Single-Family Residential) to District R-1 HP (Single-Family Residential – Historic Preservation Overlay District) to designate the Lustron House as a Local Historic Landmark – Janet C. Garvin.

Mr. Eastman opened the public hearing for Case 023-14.

Ms. Janet Garvin, 3544 Oak Ridge Drive, Joplin, appeared to request the rezoning of one of her rental houses at 3534 Oak Ridge Drive as a Lustron Home. It is an all-metal home, with this being the reason for its historical value. The homes were built following World War II so veterans wouldn't have much maintenance to be done on their homes.

Mr. Eastman asked for questions from the commissioners, and none were received. He then asked for comments from the audience.

Mrs. Nancy Morton, 112 South Sergeant Avenue, Joplin, stated that Ms. Garvin has appeared before the Historic Preservation Commission. This Lustron is the only remaining Lustron Home in Joplin, and it is most appropriate that it be placed in the historic overlay district. Ms. Morton asked the commissioners to support this request.

Mr. Duncan asked Mrs. Morton if there were other Lustron Homes in Joplin at one time. Ms. Garvin stated there were 60 homes in Missouri, but no other ones in Joplin. Mrs. Morton stated they were provided for post-World War II housing, and because of the costs involved in the manufacturing, they were discontinued.

Mr. Eastman asked for additional comments from the audience, and none were received. He then closed the public hearing for Case 023-14.

MR. DUNCAN MOVED, SECONDED BY MR. BROWN, THAT CASE 023-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 023-14
Janet C. Garvin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-264 **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-1and including in District R-1-HP property as described below and located at 3534 Oak Ridge Drive in the City of Joplin, Newton County, Missouri.

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 R-1-HP:

All of Lot Numbered Three Hundred Two (302) in the Third Plat of Freeman's Grove Subdivision, now a part of the City of Joplin, Newton County, Missouri.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 4, 2014

Item: COUNCIL BILL NO. 2014-265
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: Nicholas A. Heatherly NAH Date: 7/22/14
Interim City Attorney: Peter C. Edwards PE Date: 7/23/14
Interim City Manager: Samuel L. Anselm SA Date: 7/22/14
Board or Commission: Planning and Zoning Commission MW Date: 7/14/2014

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 024-14: 1411 Logan Drive – A request to rezone property from District M-1 PD (Restricted Industrial – Planned Development) to District R-1 (Single-Family Residential) for future development of single-family residential – Joseph D. & Danica J. Harris.

STAFF SUMMARY:
A small portion of the property maintains an industrial zoning classification that was established in the 1970s. All other properties along Logan Drive have been rezoned to varying intensities of residential. This portion of the property is being rezoned to R-1 to have one zoning district for the entire property which will be platted as 3 single-family lots.

Staff recommends approval of Case 024-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Joseph Harris stated he is the owner of the property at 1411 Logan Drive. He believes the western 30 feet of the lot is zoned industrial, with his goal being to have rezoned for single-family homes. All the surrounding properties to the west, east, and south are a complete residential community, with the 30-foot strip being zoned industrial at some point in the past. He asked the commissioners for residential zoning for that strip.

Mr. Eastman asked Mr. Harris if he owns adjoining property, and he replied that the property in this request is 30 feet of one single lot. He owns Lot 1 of Midway Gardens Subdivision. He will be requesting the commissioners to consider a replat of that one fairly large lot. His lot is essentially 255 feet wide, with only the western 30 feet being zoned industrial. He owns the property to the east of this industrially zoned section.

Mr. Duncan asked why the small sliver was zoned industrial. Mr. Harris stated that Logan's Run, located to the west, is a much newer subdivision and has only been in place for four or five years. The area was zoned industrial prior to the development of Logan's Run.

Mr. Eastman asked Mr. Wright if this 30-foot strip would be needed for access to the property behind it, and he replied no.

PUBLIC COMMENT:
None.

Z&P Meeting: July 14, 2014
City Council Meeting: August 4, 2014

STAFF PLANNING REPORT
Rezoning

CASE 024-14:

A request to rezone from District M-1 PD (Restricted Industrial – Planned Development) to District R-1 (Single-Family Residential) for property located at 1411 Logan Drive for single-family residential development.

APPLICANT: Joseph D. & Danica J. Harris

LOCATION: 1411 Logan Drive

REQUESTED ZONING: R-1 (Single-Family Residential)

CORRIDOR: N/A (Planned Development not required)

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-Family)	Single-Family	30' x 138' / .095 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	M-1 PD	R-1	R-1	R-4 PD
Land Use	Undeveloped	Single-Family	Single-Family	Single-Family

FUTURE LAND USE:

The 2012 Future Land Use Map designates this property as low-density residential.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Logan Drive	Local	50'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

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

This property is suitable for the development of single-family residential.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The proposed rezoning should not detrimentally affect nearby properties.

DISCUSSION

A small portion of the property maintains an industrial zoning classification that was established in the 1970s. All other properties along Logan Drive have been rezoned to varying intensities of residential. This portion of the property is being rezoned to R-1 to have one zoning district for the entire property which will be platted as 3 single-family lots.

Staff recommends approval of Case 024-14.

ENCLOSURES: None

REZONING APPLICATION FORM

RECEIVED 6-25-14

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only
Case No.: 024-14
Filing Fee: $350.00
Date Advertised: 6-29-14
Date Notices Sent: 7-2-14
P&Z Date: 7-14-14
City Council Date: 8-4-14

APPLICANT: Joseph D. Harris + Danica J. Harris PHONE: 417-438-9440
ADDRESS: 913 W. Briarbrook Lane Carl Junction MO ZIP: 64834
EMAIL: joedanica@hotmail.com
OWNER: Same PHONE:
ADDRESS: ZIP:
EMAIL:
LOCATION OF PROPERTY: 1411 E. Logan Dr.
LEGAL DESCRIPTION:
See attached

Present Zoning M1 PD Requested Zoning: R-1 Acreage: .095
Present Use of Property: empty lot
Proposed Use of Property: residential

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	~~Resident~~.	M-1-PD
South	Resident	R-2/R-1
East	Resident	R-1
West	Resident	R-4-PD

CHARACTER OF THE NEIGHBORHOOD:

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts? no
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? No
   If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? yes
2. Consistent with Future Land Use Map? yes

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Logan
2. Classification of Street(s):
   Arterial_____ Collector_____ Local X
3. Right-of-Way Width: 50'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

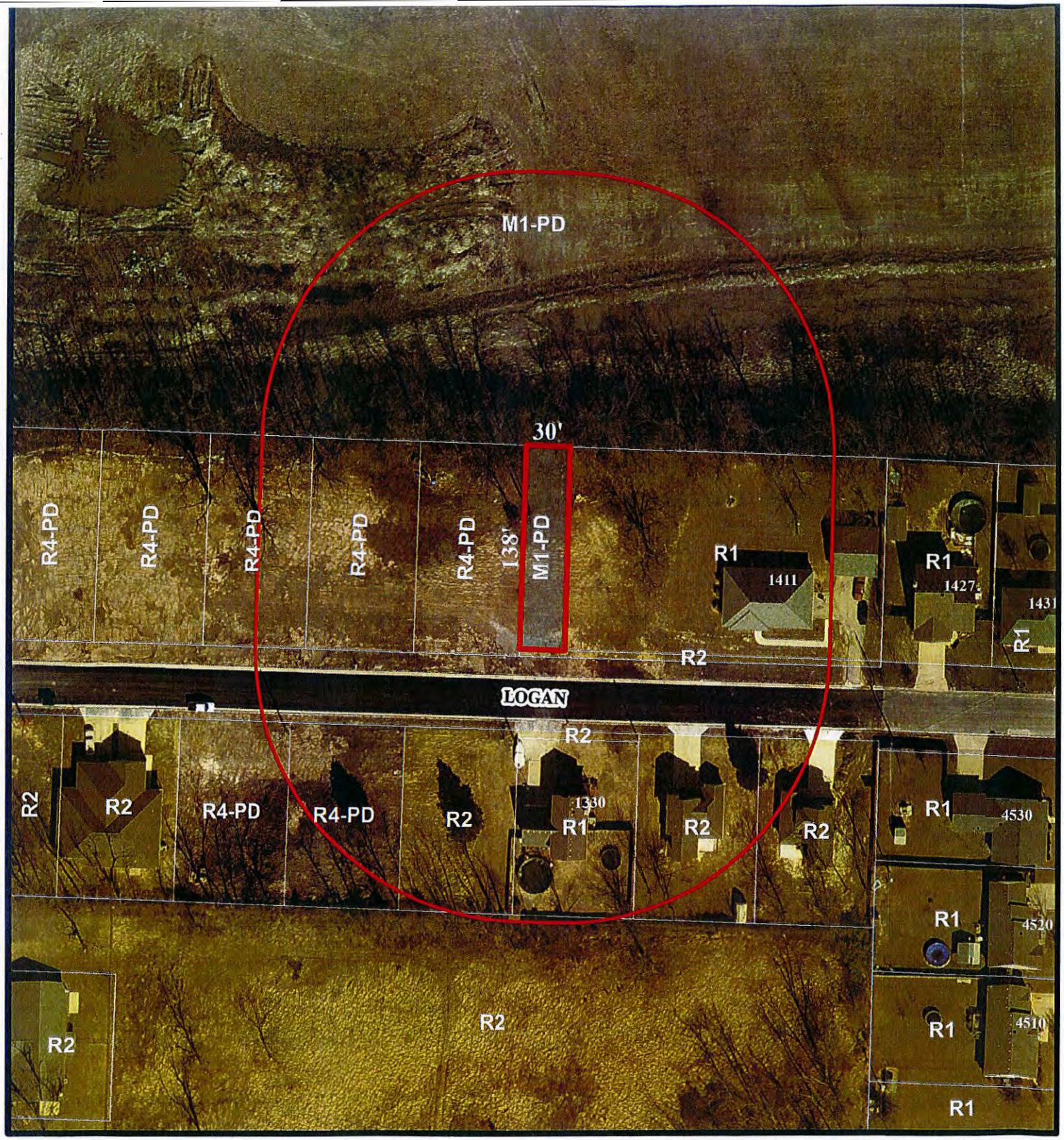
1. Appropriately Sized Lots?_____
2. Properly Sized Street Right-of-Way?_____
3. Drainage Easements?_____
4. Utility Easements:
   Electricity?_____
   Gas?_____
   Sewers?_____
   Water?_____
5. Additional Comments:_____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: Janice J Lamm DATE: 6-24-14

BY: _____

TITLE: _____



0 80 160 320 480 640 Feet

Case 024-14: A request to rezone from District M-1 PD (Restricted Industrial - Planned Development) to District R-1 (Single-Family Residential) for property located at 1411 Logan Drive for future single-family development. - Joseph & Danica Harris

N

Case 024-14: 1411 Logan Drive – A request to rezone property from District M-1 PD (Restricted Industrial – Planned Development) to District R-1 (Single-Family Residential) for future development of single-family residential – Joseph D. & Danica J. Harris.

Mr. Eastman opened the public hearing for Case 024-14.

Mr. Joseph Harris, 913 West Briarbrook Lane, Carl Junction, Missouri, appeared and stated he is the owner of the property at 1411 Logan Drive. He believes the western 30 feet of the lot is zoned industrial, with his goal being to have rezoned for single-family homes. All the surrounding properties to the west, east, and south are a complete residential community, with the 30-foot strip being zoned industrial at some point in the past. He asked the commissioners for residential zoning for that strip.

Mr. Eastman asked Mr. Harris if he owns adjoining property, and he replied that the property in this request is 30 feet of one single lot. He owns Lot 1 of Midway Gardens Subdivision. He will be requesting the commissioners to consider a replat of that one fairly large lot. His lot is essentially 255 feet wide, with only the western 30 feet being zoned industrial. He owns the property to the east of this industrially zoned section.

Mr. Duncan asked why the small sliver was zoned industrial. Mr. Harris stated that Logan's Run, located to the west, is a much newer subdivision and has only been in place for four or five years. The area was zoned industrial prior to the development of Logan's Run.

Mr. Eastman asked Mr. Wright if this 30-foot strip would be needed for access to the property behind it, and he replied no.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 024-14.

MR. BROWN MOVED, SECONDED BY MR. DERMOTT, THAT CASE 024-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 024-14
Joseph D. & Danica J. Harris
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-265 **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 M-1-PD and including in District R-1 property as described below and located at 1411 Logan Drive in the City of Joplin, Jasper County, Missouri.

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

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

All of the West 30 feet of All of the North 138.0 feet of the East 255.0 feet of Lot Numbered One (1) in Midway Gardens Subdivision, now in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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 _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES July 21, 2014

CALL TO ORDER

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

ROLL CALL – All were present

INVOCATION - given by Assistant City Clerk Barbara Gollhofer

FLAG SALUTE – led by Mr. Stanley

PRESENTATIONS

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
Tom Walters, 508 S. Sergeant, withdrew his request to address council regarding progress of temporary skate park until construction is completed of the new facility.

PUBLIC HEARINGS

CONSENT AGENDA - Motion by Mr. Glaze, Second by Mr. Shaw, to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

Minutes of the July 7, 2014 Council Meeting

COUNCIL BILL NO. 2014-260 - 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-0 property as described below and located south of 32nd Street between Central City Road and John Duffy Drive in the City of Joplin, Jasper and Newton Counties, Missouri. Ordinance No. 2014-105

COUNCIL BILL NO. 2014-261 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District C-3 property as described below and located at 3215 East 20th Street in the City of Joplin, Jasper County, Missouri. Ordinance No. 2014-106

COUNCIL BILL NO. 2014-408 - AN ORDINANCE authorizing the City of Joplin to amend an Agreement with St. Bernard Project dba Rebuild Joplin (Rebuild Joplin) to provide additional funding in the amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00) to provide administrative services related to Joplin Homeowner Rehabilitation Program through the 2012 Community Development Block Grant- Disaster Recovery fund, authorizing the City Manager to execute said Agreement for the City. Ordinance No. 2014-107

COUNCIL BILL NO. 2014-509 - AN ORDINANCE approving the delivery of not to exceed $2,100,000 principal amount of the City of Joplin, Missouri Certificates of Participation, Series 2014, for the purpose of providing funds to finance the costs of capital projects for the City; and authorizing certain other actions in connection with the delivery of the certificates. Ordinance No. 2014-108

COUNCIL BILL NO. 2014-510-AN ORDINANCE approving the Hope Valley Tax Increment Financing Redevelopment Plan, establishing a redevelopment area, and designating Hope Valley Development Group, Inc., as the developer of Redevelopment Project I. Ordinance No. 2014-109

RESOLUTIONS

Mr. Shaw introduced RESOLUTION NO. 2014-014. Motion by Mr. Shaw, Second by Ms. Colbert-Kean to Approve Resolution No. 2014-014. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley, and Woolston 9. Nays: 0.

A RESOLUTION recognizing Mitch Randles upon his retirement from active service as the Fire Chief within the City of Joplin Fire Department.

ORDINANCES-EMERGENCIES

Mr. Glaze introduced Council Bill No. 2014-019. Motion by Mr. Glaze, Second by Mr. Scearce to Adopt Council Bill No. 2014-019. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley, 8. Nays: 0. Abstention: Woolston, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-110

AN ORDINANCE approving a Tax Increment Financing Funding Agreement by and between RKS Development, LLC, the Tax Increment Financing Commission of Joplin, Missouri, and the City of Joplin, Missouri; authorizing the Mayor to execute said Agreement on behalf of the City of Joplin; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-152 - Motion by Mr. Shaw, Second by Mr. Glaze to Adopt Council Bill No. 2014-152. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Seibert, Shaw and Stanley, 8. Nays: Scearce, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-111

AN ORDINANCE approving an agreement with Tri-State Engineering Inc. in the amount of Thirty Five Thousand One Hundred Thirty Five and no/100 ($35,135.00) for project management and relocation assistance services, as part of the Voluntary Flood Buyout Project; and, containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2014-512 - Motion by Mr. Woolston, Second by Mr. Stanley to Adopt Council Bill No. 2014-512 Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-112

AN ORDINANCE approving the transfer of property interests in the 1717 Market Place Tax Increment Financing Plan Redevelopment Area; and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2014-513. Motion by Mr. Woolston, Second by Mr. Stanley to Adopt Council Bill No. 2014-513. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw and Stanley, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-113

AN ORDINANCE approving an Agreement to Transfer Repayment Rights by and between the City of Joplin and WBB, LLC for the 1717 Market Place Tax Increment Financing Plan; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

ORDINANCES – FIRST READING

Mr. Woolston introduced Council Bill No.2014-154 - Motion by Mr. Woolston, Second by Mr. Glaze that Council Bill No. 2014-154 be Passed on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

AN ORDINANCE authorizing an Application to the Missouri Department of Transportation for state funds to be used for operating assistance for the Metro Area PublicTransit System.

The Council Bill was Read as Council Bill No. 2014-154

ORDINANCES – SECOND READING AND THIRD READING

Mr. Scearce introduced Amended Council Bill No. 2014-262 - Motion by Mr. Scearce, Second Mr. Glaze to Approve Amended Council Bill No. 2014-262 on Second and Third Reading and Passed. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Scearce, Seibert, Shaw, Stanley and Woolston.8. Nays: Rosenberg, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-114.

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-2 and including in District C-3-PD

property as described below and located between Second and Fourth Streets and High and Comingo Avenues, except for Lot 24 in Taylor Addition, in the City of Joplin, Jasper County, Missouri.

UNFINISHED BUSINESS

Public Works Director Nick Heatherly gave an update of three of the TIGER grant projects: **Schifferdecker** should be totally done within 60 days. **26th Street** has utility work that needs to be done before the contractor can get in and get his work done. Projected completion date is sometime in the fall. **Maiden Lane** is behind schedule due to utility relocation issues and subgrade issues on Schifferdecker and 26th Street. A notice to proceed with this project was issued July 1, with a construction schedule of approximately 400 days, making August 1, 2015 the completion date.

Mr. Glaze asked about the status of the bridge for the 20th Street railroad tracks. Mr. Heatherly stated utility relocation is underway, the contractor in under contract and the last item is the right-of-way negotiations with the railroad. The project will take about two years to complete.

Mr. Shaw asked if the two projects on Connecticut Street will be done together in order to avoid street closures at two different times. Mr. Heatherly replied the main coordination activity with that will be MODOT in regard to the overpass and working with their schedule about how that might come about. It could be four – six years before these projects begin.

Mr. Shaw commented on his reason for voting for a council bill that was passed earlier.

Interim City Manager Sam Anselm stated he followed up on citizen complaints voiced at the last council meeting regarding a business on 32nd St. The City's code enforcement department issued two violations (trash issues and operating unacceptable storage of trailers on a residential lot), and a re-inspection has been scheduled to determine if the business owner has complied with the citations. The City has four neighborhood improvement officers who are responsible for identifying code violations throughout the City and it's helpful if residents with code violation concerns would report them to the City either by going to the website or calling City Hall.

NEW BUSINESS

Mr. Woolston stated he would like the City to send a letter of thanks and appreciation to board members whose terms have expired. Mr. Seibert elaborated on that, stating he would like the city council to sign the thank-you letters.

Mr. Glaze requested an on-site work session at Memorial Hall for an upcoming work session regarding the future of Memorial Hall.

Public Information Officer Lynn Onstot made the following public service announcements:

- The Joplin Homebuyers Assistance Program (JHAP) office has a new location: 519 S. Main St. Joplin. The office number remains the same: 417-850-2249

JHAP has received 342 applications; completed 113 closings, and awarded over $3.1 million dollars in assistance. More information regarding this program can be found on the City of Joplin website (www.joplinmo.org) or by calling the office (above).

- Joplin Parks and Recreation is hosting Lego Camp July 28-August 1 from 1:30-3:30 each afternoon at the Joplin Athletic Complex. The camp is geared for ages 5-12. Fee for the camp is $70 per child. To learn more or sign up, call 417-625-4750.

- Tuesday, August 5 is the 31st Annual National Night Out crime prevention event at Cunningham Park at 5:30 pm. This is a fun-filled family friendly night with several events for children of all ages. There will be a free swim at the Cunningham Aquatic Center at 6:30 pm. This will be the sixth year that the Joplin Police Department will participate in this event.

There being no further business the meeting adjourned at 6:40 p.m.

Respectfully submitted,

Barbara J Gollhofer

Barbara J. Gollhofer, MRCC,

Assistant City Clerk

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

July 23, 2014

CALL TO ORDER

The Special Meeting for the Joplin City Council was called to order at 3:00 p.m. by Mayor Michael L. Seibert.

READING OF THE SPECIAL CALL

Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a special meeting beginning at 3:00 pm on Wednesday, July 23, 2014, in the 5th Floor Informal room, 602 S. Main Street, for the purpose of conducting a closed session related for City Attorney interviews.

ROLL CALL: PRESENT: Melodee Colbert–Kean (via phone), Morris Glaze, Miranda Lewis, Bill Scearce, Michael Seibert, Gary Shaw, Ryan Stanley and Mike Woolston, 8. Absent: 1, Benjamin Rosenberg,

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, 2013. 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. Woolston, Second by Mr. Glaze to go into closed session.

Roll call vote to go into closed session. Voting in favor were Council Members: Melodee Colbert–Kean, Morris Glaze, Miranda Lewis, Bill Scearce, Michael Seibert, Gary Shaw, Ryan Stanley and Mike Woolston. 8. Absent: 1, Benjamin Rosenberg.

The open meeting was adjourned at 3:03pm.

Respectfully submitted,

Barbara J Gollhofer

Barbara J. Gollhofer, Assistant City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 21, 2014

Item: COUNCIL BILL NO. 2014-154
Originating Department: PUBLIC WORKS - MAPS

Attachments: 1) Copy of Grant Offer (Application for State Operating Assistance) Attachment A
2) Copy of Grant Agreement
3) Copy of Ordinance

Department Head: Nicholas A. Heatherly	Date: 7/11/14
Finance Department: Leslie Haase	Date: 7-14-14
Interim City Attorney: Peter C. Edwards	Date: 7/14/14
Interim City Manager: Samuel L. Anselm	Date: 7/14/14

Recommended Action: Authorization of an Application to the Missouri Department of Transportation for state funds to be used for operating assistance for the Metro Area PublicTransit System.

Background: The City of Joplin has operated the Metro Area PublicTransit System (MAPS) since 1998 and the Sunshine Lamp Trolley since 2007. MAPS provides curb-to-curb public transit to residents of the MPO area and the Sunshine Lamp Trolley provides deviated fixed route service within the City of Joplin. During the last City fiscal year, these services provided 140,609 total rides. The majority of MAPS & Trolley riders are elderly, disabled, or have no personal transportation available. The system operates Monday through Saturday.

Discussion: MAPS and the Sunshine Lamp Trolley are funded by a combination of rider fares, donations, and the financial participation of other major communities in the MPO. Additionally, the Federal Transit Administration reimburses the City for capital and operational expenses at 80% and 50% respectively. These FTA funds require a local match to qualify. The funds being offered by the State of Missouri are unique in that they do not require local matching funds. The State is offering $4,386 in grant funds, which is a $375.00 reduction from the funds paid in the State's fiscal 2014.

Recommendation: Staff recommends that the City apply for these funds and enter into an agreement with the Missouri Department of Transportation for their use in operating the MAPS and Sunshine Lamp Trolley systems.

Attachment A

Application

Missouri State Transit Assistance Program

Applicant Agency Name:	City of Joplin
Street and Mailing Address:	602 S. Main
City, State (Missouri), Zip+4 Code	Joplin, MO 64801
Agency Contact Person - Name	Robert Lolley
Contact Person: e-mail Address	rlolley@joplinmo.org
Contact Person: Work Phone	417-625-4793
Contact Person: Fax Number	417-625-4747

Eligibility Criteria: (Check All That Apply):

(If operating both urbanized and rural transit service, submit separate applications)

☑	A City
☐	A City Transit Authority
☐	A City Utilities Board
☐	An Interstate Transit Authority (as defined in 94.600 RSMo)
☐	An Intrastate Transportation Authority
☐	A recipient / direct recipient of FTA Sec. 5307 urbanized formula funds
☐	A sub-recipient of FTA Section 5311 non-urbanized formula funds

Operating and Capital Costs for Operating Public Transit Service in Missouri

Costs / Year	2011	2012	2013
Transit Operating Costs	$886,586	$1,100,985	$941,051
Transit Capital Costs	$383,587	$261,064	$246,571
Total: Transit Operating + Capital Costs	$1,270,173	$1,362,049	$1,187,622

Past and Projected Annual Passenger Ridership in Missouri (unlinked trips):

2011	130,809		
2012		155,058	
2013			140,609
2015 Projected			147,000

Agency's Missouri Transit Service Area Population: Urbanized: 84,807 Rural:

Annual Vehicle Miles Operated;	2011	2012	2013
	285,293	352,234	355,137
Cost per Mile (divide total cost by miles)	$4.45	$3.87	$3.34

(Complete remainder of application on back of form)

Cost per Passenger (divide total cost by ridership)	2011	2012	2013
	$9.71	$8.78	$8.45

Description of Proposed Year 2015 Public Transit Service in Missouri

Days of Transit Operation:	Monday-Saturday, no Sunday service
Weekday Hours of Operation:	6am-6pm
Saturday Hours of Operation:	8:30am-4pm
Sunday Hours of Operation:	None

Amount of Annual Local Effort or Tax Support for Transit:

2011	2012	2013
356,946	$475,542	$408,048

Description of local financial effort or local tax support for appliant's public transit service:

City of Joplin funds 20% Capital Match and 50% Operations Match with a local Transportation Sales Tax.

Applicant Agency Authorized Signature:	Date:
Robert Kelley	4/9/14

Submit completed and signed application to:

Transit Section - Multimodal Operations
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102-0270
or FAX to: (573) 526-4709
or e-mail to: Transit@modot.mo.gov

For Technical Assistance: Transit@modot.mo.gov

Tele: (573) 751-2523

Form located at:
http://www.modot.mo.gov/othertransportation/transit/transitapplicationsreportsprograms.htm

(Version 2014-02-24)

CCO Form: TC09
Approved: 06/96 (RMH)
Revised: 09/10 (AML)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PUBLIC TRANSIT OPERATING
ASSISTANCE GRANT AGREEMENT

THIS AGREEMENT is entered into between the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Joplin (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Grantee as appropriated from the State Transportation Fund and to set forth the conditions upon which the assistance will be provided;

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

(1) SCOPE OF WORK: The Grantee shall provide general public transportation in accordance with the "Public Transportation Budget and Service Statement" which is attached and made a part of this Agreement as Attachment A.

(2) AMOUNT OF GRANT: The Commission awards the Grantee the sum of Four Thousand Three Hundred Eighty-Six dollars ($4,386) during the period from July 1, 2014, to June 30, 2015.

(3) PERFORMANCE OF AGREEMENT: The Grantee shall immediately notify the Commission in writing of any condition or event which may significantly affect its ability to perform the required activities in accordance with the provisions of this Agreement.

(4) RETENTION AND AUDIT OF RECORDS:

(A) The Grantee shall maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its representatives during the period of this Agreement and any extension thereof, and for three (3) years after the date of final payment made under this Agreement.

(B) The Grantee shall submit to the Commission such data, reports, documents, and other information relating to the Grantee's activities as the Commission may require at any time.

(C) At any time during or after the grant period provided in this Agreement, the Commission may inspect, copy and audit all records possessed by or available to the Grantee, which may be pertinent to this Agreement. If the Commission notifies the Grantee of its specific intention to inspect, copy or audit any of these records, then the Grantee shall retain all of the records pertinent to this Agreement until the Commission notifies the Grantee that it has completed its inspection, copying or audit.

(5) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Grantee shall submit to the Commission for review, comment and approval all contracts for services included in the Public Transportation Budget and Service Statement to be provided to the Grantee by a third party.

(B) The Commission shall not be liable to contractors or subcontractors of the Grantee or any other person not a party to this Agreement in connection with the performance of the project.

(6) PAYMENTS:

(A) Limitations on Commission Contribution: Funds made available to the Commission and the Grantee are subject to appropriations made by the General Assembly. In the event state funds available to the Commission are reduced so that the Commission is incapable of completely satisfying its obligations to all the Grantees for the current state fiscal year, the Commission may recompute and reduce this grant. When added to federal operating assistance funds available and applied to the same operating period, the maximum Commission payment on any monthly or quarterly request shall not cause the total of state and federal operating assistance to exceed the amount of operating assistance for which the Grantee would have qualified in federal funds had additional federal funds been available.

(B) Progress Payments: Progress payments, based upon actual allowable costs, for not less than one (1) month and for no more than three (3) months may be made upon receipt of an itemized invoice from the Grantee in an appropriate format approved by the Commission. The itemized invoice shall be reviewed by the Commission prior to payment and must include a certification that costs have been incurred in the performance of the Agreement and a record of the actual costs. Any costs deemed ineligible for reimbursement by the Commission in accordance with the terms of this Agreement shall be deducted from the itemized invoice before payment is made. Any rejected or unaccepted costs shall be borne by the Grantee.

(C) Availability of Funds: The Commission's duty to pay the Grantee as provided in this Agreement is subject to the availability of funds appropriated by the Missouri General Assembly to and from the State Transportation Fund and any subsequent directives mandated by the Governor regarding the withholding of appropriations.

(7) ASSIGNMENT: The Grantee shall not assign, transfer or delegate any interest in this Agreement, or its performance of any work required by this Agreement, without the prior written consent of the Commission.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) The Grantee will require any contractor procured by the Grantee 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.

(9) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Grantee, the Commission may suspend or terminate all or part of the financial assistance provided for in this Agreement when the Grantee is, or

has been, in violation of any of the terms of this Agreement.

(10) COMMISSION'S REPRESENTATIVE: The Commission's chief 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.

(11) NONDISCRIMINATION CLAUSE: The Grantee shall comply with all state and federal statutes applicable to the Grantee relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with every applicable provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).

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

(13) 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 respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

(15) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment or supplemental agreement signed and approved by the duly authorized representatives of the Grantee and the Commission.

(16) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(17) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission of any breach of covenants, or any default which may exist on the part

of the Grantee, and the making of any such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission with respect to such breach or default.

(18) 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 Grantee:

_____

_____

_____

Facsimile No.:_____

(B) To the Commission:

_____

_____

_____

Facsimile No.:_____

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.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below.

Executed by the Grantee this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____
Director, Multimodal Operations

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Counsel for the Commission

GRANTEE

By _____

Title _____

Attest:

By _____

Title _____

Approved as to Form:

_____
Counsel

_____
Ordinance Number (if applicable)

COUNCIL BILL NO. 2014-154 ORDINANCE NO.

AN ORDINANCE authorizing an Application to the Missouri Department of Transportation for state funds to be used for operating assistance for the Metro Area PublicTransit System.

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

Section 1. That the City of Joplin, Missouri, shall make Application to the Missouri Department of Transportation for state funds in the amount of $4,386 to be used for operating assistance for the Metro Area PublicTransit and Sunshine Lamp Trolley Systems;

Section 2. That the City of Joplin, Missouri, understands that such funds, if granted, do not require a local match.

Section 3. That the City Manager is hereby authorized and directed to execute said Application and Agreement on behalf of the City of Joplin, Missouri, and to submit said documents to the Missouri Department of Transportation.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 4, 2014

Item: COUNCIL BILL NO. 2014-266
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill
4) Copy of Final Plat

Public Works Director: Nicholas A. Heatherly NAH Date: 7/24/14
Interim City Attorney: Peter C. Edwards PE Date: 7/23/14
Interim City Manager: Samuel L. Anselm SA Date: 7/22/14
Board or Commission: Planning and Zoning Commission MDW Date: 7/14/2014

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 026-14: 2301 South Jackson Avenue – A request for the review of a Final Plat for Carlisle Addition, a two lot residential subdivision, for future residential development – Larry Carlisle.

STAFF SUMMARY:
The final plat is for Carlisle Addition, a two lot residential subdivision. The property is a Miscellaneous Tract that has never been platted. Since the property is zoned R-2, the lots may be developed with either a single family home or a duplex.

Staff recommends approval of Case 026-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Larry Carlisle stated he recently purchased the property at 2301 South Jackson Avenue, originally wanting to develop it into three lots. After learning about the City's requirements, he decided to create two lots. The stormwater problem was the issue. He would like to make the property residential like it was before. The property only had one house on it previously.

PUBLIC COMMENT:
None.

Z&P Meeting: July 14, 2014
City Council Meeting: August 4, 2014

STAFF PLANNING REPORT
Final Plat

CASE 026-14:

Final Plat review for "Carlisle Addition."

NAME OF SUBDIVISION: Carlisle Addition

LOCATION: 2301 S. Jackson Avenue

APPLICANT: Larry Carlisle

PRESENT ZONING: R-2 (Two-Family Residential)

PRESENT LAND USE: Vacant (Former Single-Family)

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	C-O	C-O
Land Use	Single-Family	Single-Family	Vacant (former office)	Vacant (former office)

SUBDIVISION:

Number of lots	Smallest lot	Largest lot	Average lot size
2	21,200 ft²	22,896 ft²	22,048 ft²

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
S. Jackson Avenue	Collector	60'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

The proposed subdivision complies with the City's Subdivision Regulations, including minimum lot width and size.

DISCUSSION

The final plat is for Carlisle Addition, a two lot residential subdivision. The property is a Miscellaneous Tract that has never been platted. Since the property is zoned R-2, the lots may be developed with either a single family home or a duplex.

Staff recommends approval of Case 026-14.

ENCLOSURES:
Final Plat

RECEIVED
5-1-14

CITY OF JOPLIN, MISSOURI

PRELIMINARY PLAT CHECKLIST

CASE
~~Subdivision~~ No.: 025-14
Date Filed: 5-1-14
Date of Meeting: 7-14-14
Filing Fee: $115.00

Return Form To:
Municipal Planner
321 East 4th Street
P.O. Box 1355
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: CARLISLE ADDITION

II. Name of Owner: CARLISLE AND SONS, LLC

III. Name of Subdivider: LARRY CARLISLE

IV. Name of Person who prepared the Plat: CHRIS E. STEWART

V. Location of Property by Streets: 23rd STREET & JACKSON AVE.

VI. Present Zoning of Property R-2

VII. Present Uses of Property VACANT

VIII. No. of Acres in Total Tract 1.01 No. of Lots 2

Instructions:

The following checklist is to be completed by the Municipal Planner and may accompany the Preliminary Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No" a written explanation accompany this checklist.

IX. Does the Preliminary Plat show the following information?	Yes	No
A. Name of the subdivision	☒	☐
B. Location of boundary lines and reference to section or quarter-section lines.	☒	☐
C. Legal description, complete with Section, Township, Range, principal meridian, county.	☒	☐
D. Name and address of owner(s).	☒	☐

E.	Name and address of subdivider(s).	☒	☐
F.	Name of planner, engineer, landscape architect, or surveyor who prepared the Preliminary Plat.	☒	☐
G.	Scale of Plat, 1" = 100' or larger, and north arrow.	☒	☐
H.	Date of preparation, north arrow and graphic scale.	☒	☐
I.	Current zoning classification and proposed use of the area being platted.	☒	☐
J.	Location, width and name of platted streets or other public ways, railroad rights-of-way, utility easements, parks and other public open spaces and permanent buildings within or adjacent to the proposed subdivision.	☒	☐
K.	Location of existing sewers, water mains, gas mains, culverts or other underground installations within or adjacent to the proposed subdivision with pipe size, manholes, grades, and location.	☒	☐
L.	Names of adjacent subdivisions together with arrangement of streets and lots and owners of adjacent parcels or un-subdivided land.	☒	☐
M.	Topography at contour intervals of not more than two feet referred to U.S.G.S. or City datum and location of water courses, bridges, wooded areas, lakes, ravines and other significant physical feature.	☒	☐
N.	Arrangement of lots and their approximate sizes.	☒	☐
O.	Location and width of proposed streets, alleys, pedestrian ways and easements.	☒	☐
P.	General plan of sewage disposal, water supply and utilities, if public.	☒	☐
Q.	Location and size of proposed parks, playgrounds, churches, school sites, or other special uses of land to be considered for reservation for public use.	☒	☐

R.	Relationship to adjacent un-subdivided land.	☑	☐
S.	Approximate gradient of streets.	☐	☒
T.	Gross acreage of the subdivision; acreage dedicated to streets and other public uses; total number of buildable lots; maximum, minimum and average lot sizes.	☐	☒
X.	Does the proposed subdivision design conform to the Comprehensive Plan?	☑	☐
XI.	Will the proposed subdivision make the development of adjacent property more difficult?	☐	☒
XII.	Are lots sized appropriately for zoning district?	☑	☐
XIII.	Are all lots free from floodplain encroachment?	☒	☐
XIV.	Are drainageways and other drainage facilities sufficient to prevent flooding both on-site and off-site?	☑	☐
XV.	Are all lots buildable with respect to topography, drainageways, bedrock, and soil conditions?	☑	☐
XVI.	Do proposed street grades and alignment meet all requirements?	☑	☐
XVII.	Is the proposed subdivision inside the City limits?	☑	☐
XVIII.	Were 10 copies of the preliminary plat submitted?	☒	☐
XIX.	Was the preliminary plat fee of $ 115.00 paid?	☒	☐

Preliminary plats that do not meet subdivision regulations will not be processed to the Planning and Zoning Commission until corrected.

Submit by Email | Print Form

CITY OF JOPLIN, MISSOURI

RECEIVED 7-7-14

FINAL PLAT CHECKLIST

Subdivision No.: 026-14
Date Filed: 7-7-14
Date of Meeting: 7-14-14
Fee: N/A.

Return Form To:
Municipal Planner
321 East 4th Street
P.O. Box 1355
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Carlos Addition

II. Name of Owner: Carlos & Sons LLC

III. Name of Subdivider: Jaime Carlos

IV. Name of Person who prepared the Plat: Chris Stewart

V. Date of Hearing: _____

VI. Location of Property by Streets: 2301 S. Jackson

VII. Present Zoning of Property R-2

VIII. Present Uses of Property vacant

IX. No. of Acres in Total Tract 1.01 No. of Lots 2

Instructions:

The following checklist is to be completed by the Municipal Planner and may accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No", a written explanation may accompany this checklist.

X. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision.	☑	☐
B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	☑	☐

C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments. ☑ ☐

D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines. ☑ ☐

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. ☑ ☐

F. Exact locations, widths and names of all streets and alleys to be dedicated. ☑ ☐

G. Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use. ☑ ☐

H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission. ☐ ☐ N/A

I. Building setback lines on the front and side streets with dimensions. ☑ ☐

J. Name and address of the registered land surveyor preparing the plat. ☑ ☐

K. Scale of plat, 1" = 100' or larger, date or preparation and north point. ☑ ☐

L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. ☑ ☐

XI. Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted? ☑ ☐

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ☑ ☐

B. Dedications or reservations. ☑ ☐

C. Surveyor preparing plat. ☑ ☐

XII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ☐ ☐ NA

XIII. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? ☐ ☑

B. If so, has a copy been submitted? ☐ ☐ N/A

XIV. How has installation of the following improvement been guaranteed?

	Construction	Bond	Petition(%)
Streets			
Water			
Sewer			
Sidewalks			
Other, as reqnired			
1.			
2.			
3.			

N/A

XV. Are additional comments attached? ☐ ☐

Larry Parker

7-7-14



0 65 130 260 390 520 Feet

Case 026-14: A request for the review of a Final Plat for Carlisle Addition, a two lot residential subdivision, at 2301 S. Jackson Avenue for future residential development. - Larry Carlisle

N

Case 025-14: 2301 South Jackson Avenue – A request for the review of a Preliminary Plat for Carlisle Addition, a two lot residential subdivision, for future residential development – Larry Carlisle.

Mr. Eastman opened the public comment period for Case 025-14.

Mr. Larry Carlisle, 1250 Reindeer Drive, Sarcoxie, Missouri, appeared and stated he recently purchased the property at 2301 South Jackson Avenue, originally wanting to develop it into three lots. After learning about the City's requirements, he decided to create two lots. The stormwater problem was the issue. He would like to make the property residential like it was before. The property only had one house on it previously.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 025-14.

MR. SMITH MOVED, SECONDED BY MR. RAMSOUR, THAT THE PRELIMINARY PLAT AS PRESENTED IN CASE 025-14 BE APPROVED, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

Case 026-14: 2301 South Jackson Avenue – A request for the review of a Final Plat for Carlisle Addition, a two lot residential subdivision, for future residential development – Larry Carlisle.

Mr. Eastman opened the public comment period for Case 026-14.

Mr. Larry Carlisle, 1250 Reindeer Drive, Sarcoxie, Missouri, appeared to request the review of the final plat for Carlisle Addition to be located at 2301 South Jackson Avenue.

Mr. Eastman asked Mr. Carlisle if he had anything else to add, and he replied no. He appreciated the help he has received in developing this plat.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 026-14.

MR. SMITH MOVED, SECONDED BY MR. DERMOTT, THAT THE FINAL PLAT AS PRESENTED IN CASE 026-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 026-14
Larry Carlisle
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-266 **ORDINANCE NO.**

AN ORDINANCE Request to Review the Final Plat for CARLISLE ADDITION located at 2301 South Jackson Avenue 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 the grades in the Plat of Final Plat for CARLISLE ADDITION in the City of Joplin, Jasper County, Missouri, be and the same are herby fixed and established as follows:

Using the bench mark located at the Northeast Corner of Second and Main Streets, in the City of Joplin, Missouri, as adopted as the standard form which grades and elevations are to be measured in said City of Joplin, and by Ordinance No. 77-67 which readopted Section 49.33 of the 1957 CODE OF JOPLIN, MISSOURI, as a datum, and assuming the elevation of said point to be represented by the figure "100", the grades and elevations of the streets and alleys in the Plat of CARLISLE ADDITION, described as follows:

> All of a Tract of land described as follows: beginning at a point 205 feet East of the Northwest corner of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 15; thence South 208.6 feet; thence East 212.85 feet, more or less to the East line of Miscellaneous Tract Numbered Six (6) in said Section 15; thence North 208.6 feet; thence West 212.85 feet, more or less, to the East line of Jackson Avenue to the point of beginning, being part of Miscellaneous Tract Numbered Six (6) Lying East of Jackson Avenue all in Section 15, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, Except any part taken or deeded for road purposes.

Section 2. That said plat, have been filed, showing that the lots have been staked out and platted and the street and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition, is hereby accepted by the City of Joplin, Jasper County, Missouri, according to the Statutes of the State of Missouri.

Section 3. That the City Clerk hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

ATTEST:

_____
Michael L. Seibert, Mayor

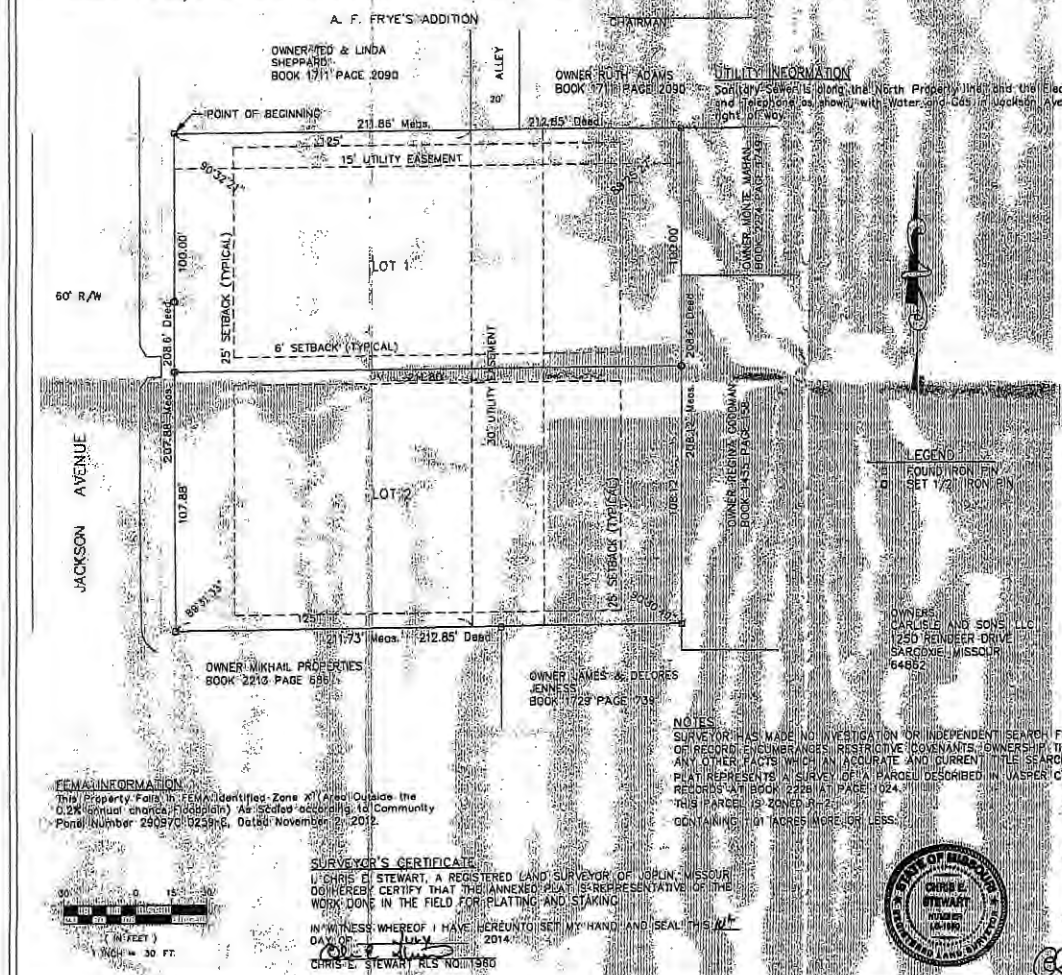
_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

FINAL PLAT
CARLISLE ADDITION

PART SECTION 15, TOWNSHIP 27, RANE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI



DESCRIPTION

All of lot 1 of, and described as follows: beginning at a point 205 feet East of the Northwest corner of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 15; thence South 208.6 feet; thence East 212.85 feet, more or less, to the East line of Miscellaneous Tract Numbered Six (6) in said Section 15; thence North 208.6 feet; thence West 212.85 feet, more or less, to the East line of Jackson Avenue; to the point of beginning; being part of Miscellaneous Tract Numbered Six (6) lying East of Jackson Avenue in Section 15, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, Except any part taken or deeded for road purposes.

CERTIFICATE OF APPROVAL

THIS PLAT OF CARLISLE ADDITION HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN PLANNING AND ZONING COMMISSION THIS ___ DAY OF _____, 20___.

CHAIRMAN

UTILITY INFORMATION

Sanitary Sewer is along the North Property line and the Electric and Telephone is shown with Water and Gas in Jackson Avenue right of way.

LEGEND

FOUND IRON PIN
SET 1/2" IRON PIN

NOTES

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

PLAT REPRESENTS A SURVEY OF A PARCEL DESCRIBED IN JASPER COUNTY DEED RECORD AT BOOK 2226 PAGE 1024.

THIS PARCEL IS ZONED R-2

CONTAINING 1.01 ACRES MORE OR LESS.

FEMA INFORMATION

This Property Falls In FEMA Identified Zone X (Area Outside the 0.2% annual chance Floodplain) As Scaled according to Community Panel Number 290970 0259 E, Dated November 2, 2012.

SURVEYOR'S CERTIFICATE

I, CHRIS E. STEWART, A REGISTERED LAND SURVEYOR OF JOPLIN, MISSOURI DO HEREBY CERTIFY THAT THE ANNEXED PLAT IS A REPRESENTATIVE OF THE WORK DONE IN THE FIELD FOR PLATTING AND STAKING.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL THIS 10th DAY OF July 2014.

CHRIS E. STEWART RLS NO. 1980

STATE OF MISSOURI
CHRIS E. STEWART
NUMBER 1980
REGISTERED LAND SURVEYOR

7-10-2014
CHRIS E. STEWART RLS 1980

(IN FEET)
1 INCH = 30 FT.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT CARLISLE AND SONS, LLC. THE OWNER OF CARLISLE ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DOES HEREBY, PUBLISH, DECLARE AND ACKNOWLEDGE, THE ANNEXED PLAT THEREON WITH THE LOTS AND EASEMENTS AS SHOWN THEREON AND DO HEREBY DEDICATE ALL EASEMENTS AS SHOWN THEREON TO THE PUBLIC FOREVER, AND DO HEREBY CERTITY THAT THE TAXES FOR 20 ___, AND ALL PREVIOUS YEARS ARE PAID

_____

STATE OF MISSOURI
COUNTY OF JASPER

ON THIS ___ DAY OF _____, 20___, BEFORE ME A NOTARY PUBLIC IN AFORESAID COUNTY AND STATE, PERSONALLY APPEARED LARRY CARLISLE KNOWN TO ME TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN SAID COUNTY AND STATE THE DAY AND YEAR ABOVE WRITTEN.

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

STATE OF MISSOURI
COUNTY OF JASPER

THIS PLAT OF CARLISLE ADDITION, INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINACE NO. _____, DULY PASSED AND APPROVED BY THE MAYOR ON THE _____ DAY OF _____, 20___, OF JOPLIN, MISSOURI

_____ _____ _____
MAYOR CITY CLERK CITY ENGINEER

STATE OF MISSOURI } SS
COUNTY OF JASPER }

I, _____, Recorder of Deeds of Jasper County, do hereby certify that the within instrument of writing was, on the ___ day of _____, 20___ at ___ o'clock ___ min ___ m duly filed for record in this office and is recorded in the records of this office, in Book ___ at page ___. In witness whereof I have hereunto set my hand and affixed my seal at Carthage, Missouri, this ___ day of _____, 20___.

_____ _____
RECORDER DEPUTY

NOTE

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED.

CHRIS STEWART SURVEYING
217 E. 24th Street
Joplin, Missouri
64804
PHN 417-782-1595
FAX 417-626-2166

CUSTOMER: CARLISLE AND SONS, LLC			
SURVEY OF CARLISLE ADDITION			
DATE 07/01/14	BY CES	REVISED 7-10-2014	BOOK PAGE FILE CARLISLE
SCALE 1"=30'	ACC Urban		

Case # 0216-14

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 4, 2014

Item: COUNCIL BILL NO. 2014-267
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill
4) Copy of Final Plat

Public Works Director: Nicholas A. Heatherly NAH Date: 7/22/14
Interim City Attorney: Peter C. Edwards PE Date: 7/23/14
Interim City Manager: Samuel L. Anselm SLA Date: 7/22/14
Board or Commission: Planning and Zoning Commission MDW Date: 7/14/2014

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 029-14: 1411 Logan Drive – A request for the review of a Final Plat for Logan's Run East, a three lot residential subdivision, for future residential development – Joseph D. & Danica J. Harris.

STAFF SUMMARY:
The final plat is for Logan's Run East, a three lot residential subdivision. The Logan's Run subdivision surrounds the property on the east and west, as well as to the south. This property was left out of Logan's Run Plat 3 as it was under separate ownership at the time of development. The new property owner is requesting to subdivide the existing property into three lots. The easternmost lot already has a home constructed. The subdivision has been platted so that the house to the east will meet the west side setback.

Staff recommends approval of Case 029-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Joseph Harris stated that there is an extra amount of land to the west of the home that is on the existing lot. He plans to subdivide that single lot into three lots, where the existing house would sit on the 125-foot wide lot. The remaining 130 feet would be divided into two 65-foot lots. The two vacant lots would be available for single-family residential homes.

Mr. Brown asked about the width of the lots to the east, and Mr. Wright replied 65 to 70 feet.

Mr. Brown asked about the lot measuring 125 feet, and Mr. Wright replied that is where the existing house is.

PUBLIC COMMENT: None.

Z&P Meeting: July 14, 2014
City Council Meeting: August 4, 2014

STAFF PLANNING REPORT
Final Plat

CASE 029-14:

Final Plat review for "Logan's Run East."

NAME OF SUBDIVISION: Logan's Run East

LOCATION: 1411 Logan Drive

APPLICANT: Joseph D. & Danica J. Harris

PRESENT ZONING: R-1 (Single-Family Residential)

PRESENT LAND USE: Single-Family and undeveloped

SITE CONTEXT:

	North	East	South	West
Existing Zoning	M-1 PD	R-1	R-1 & R-2	R-4 PD
Land Use	Undeveloped	Single-Family	Single-Family	Single-Family

SUBDIVISION:

Number of lots	Smallest lot	Largest lot	Average lot size
3	8,970 ft²	17,250 ft²	11,730 ft²

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Logan Drive	Local	60'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

The proposed subdivision complies with the City's Subdivision Regulations, including minimum lot width and size.

DISCUSSION

The final plat is for Logan's Run East, a three lot residential subdivision. The Logan's Run subdivision surrounds the property on the east and west, as well as to the south. This property was left out of Logan's Run Plat 3 as it was under separate ownership at the time of development. The new property owner is requesting to subdivide the existing property into 3 lots. The easternmost lot already has a home constructed. The subdivision has been platted so that the house to the east will meet the west side setback.

Staff recommends approval of Case 029-14.

ENCLOSURES:
Final Plat

RECEIVED 6-18-14

CITY OF JOPLIN, MISSOURI

PRELIMINARY PLAT CHECKLIST

Case ~~Subdivision~~ No.: 028-14
Date Filed: 6-18-14
Date of Meeting: 7-14-14
Filing Fee: $115.00

Return Form To:
Municipal Planner
321 East 4th Street
P.O. Box 1355
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Logan's Run East

II. Name of Owner: Joseph D & Danica J. Harris 417-438-9440

III. Name of Subdivider: Joe Harris

IV. Name of Person who prepared the Plat: Steward & Neece

V. Location of Property by Streets: 1411 E. Logan Drive

VI. Present Zoning of Property Residential

VII. Present Uses of Property Residential

VIII. No. of Acres in Total Tract 0.80 +/- No. of Lots 3

Instructions:

The following checklist is to be completed by the Municipal Planner and may accompany the Preliminary Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No" a written explanation accompany this checklist.

IX. Does the Preliminary Plat show the following information?	Yes	No
A. Name of the subdivision	☑	☐
B. Location of boundary lines and reference to section or quarter-section lines.	☑	☐
C. Legal description, complete with Section, Township, Range, principal meridian, county.	☑	☐
D. Name and address of owner(s).	☑	☐

E. Name and address of subdivider(s). ☑ ☐

F. Name of planner, engineer, landscape architect, or surveyor who prepared the Preliminary Plat. ☑ ☐

G. Scale of Plat, 1" = 100' or larger, and north arrow. ☑ ☐

H. Date of preparation, north arrow and graphic scale. ☑ ☐

I. Current zoning classification and proposed use of the area being platted. ☑ ☐

J. Location, width and name of platted streets or other public ways, railroad rights-of-way, utility easements, parks and other public open spaces and permanent buildings within or adjacent to the proposed subdivision. ☑ ☐

K. Location of existing sewers, water mains, gas mains, culverts or other underground installations within or adjacent to the proposed subdivision with pipe size, manholes, grades, and location. ☑ ☐

L. Names of adjacent subdivisions together with arrangement of streets and lots and owners of adjacent parcels or un-subdivided land. ☑ ☐

M. Topography at contour intervals of not more than two feet referred to U.S.G.S. or City datum and location of water courses, bridges, wooded areas, lakes, ravines and other significant physical feature. ☑ ☐

N. Arrangement of lots and their approximate sizes. ☑ ☐

O. Location and width of proposed streets, alleys, pedestrian ways and easements. ☑ ☐

P. General plan of sewage disposal, water supply and utilities, if public. ☑ ☐

Q. Location and size of proposed parks, playgrounds, churches, school sites, or other special uses of land to be considered for reservation for public use. ☑ ☐

R.	Relationship to adjacent un-subdivided land.	☑	☐
S.	Approximate gradient of streets.	☑	☐
T.	Gross acreage of the subdivision; acreage dedicated to streets and other public uses; total number of buildable lots; maximum, minimum and average lot sizes.	☑	☐
X.	Does the proposed subdivision design conform to the Comprehensive Plan?	☑	☐
XI.	Will the proposed subdivision make the development of adjacent property more difficult?	☐	☑
XII.	Are lots sized appropriately for zoning district?	☑	☐
XIII.	Are all lots free from floodplain encroachment?	☑	☐
XIV.	Are drainageways and other drainage facilities sufficient to prevent flooding both on-site and off-site?	☑	☐
XV.	Are all lots buildable with respect to topography, drainageways, bedrock, and soil conditions?	☑	☐
XVI.	Do proposed street grades and alignment meet all requirements?	☑	☐
XVII.	Is the proposed subdivision inside the City limits?	☑	☐
XVIII.	Were 10 copies of the preliminary plat submitted?	☑	☐
XIX.	Was the preliminary plat fee of $ 115.00 paid?	☑	☐

Preliminary plats that do not meet subdivision regulations will not be processed to the Planning and Zoning Commission until corrected.

Submit by Email | Print Form

RECEIVED 6-18-14

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

CASE
~~Subdivision~~ No.: 029-14
Date Filed: 6-18-14
Date of Meeting: 7-14-14
Fee: N/A

Return Form To:
Municipal Planner
321 East 4th Street
P.O. Box 1355
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Logan's Run East

II. Name of Owner: Joseph D. & Danica J. Harris

III. Name of Subdivider: Joe Harris

IV. Name of Person who prepared the Plat: Stewart & Neece

V. Date of Hearing: _____

VI. Location of Property by Streets: 1411 E. Logan Drive

VII. Present Zoning of Property Residential

VIII. Present Uses of Property Residential

IX. No. of Acres in Total Tract 0.80 +/- No. of Lots 3

Instructions:

The following checklist is to be completed by the Municipal Planner and may accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No", a written explanation may accompany this checklist.

X. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision.	☑	☐
B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	☑	☐

C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments. ☑ ☐

D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines. ☑ ☐

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. ☑ ☐

F. Exact locations, widths and names of all streets and alleys to be dedicated. ☑ ☐

G. Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use. ☑ ☐

H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission. ☑ ☐

I. Building setback lines on the front and side streets with dimensions. ☑ ☐

J. Name and address of the registered land surveyor preparing the plat. ☑ ☐

K. Scale of plat, 1" = 100' or larger, date or preparation and north point. ☑ ☐

L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. ☑ ☐

XI. Was the original on mylar, tracing cloth, or similar material, andwere 10 copies submitted? ☑ ☐

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ☑ ☐

B. Dedications or reservations. ☑ ☐

C. Surveyor preparing plat. ☑ ☐

XII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ☐ ☐ N/A

XIII. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? ☐ ☑

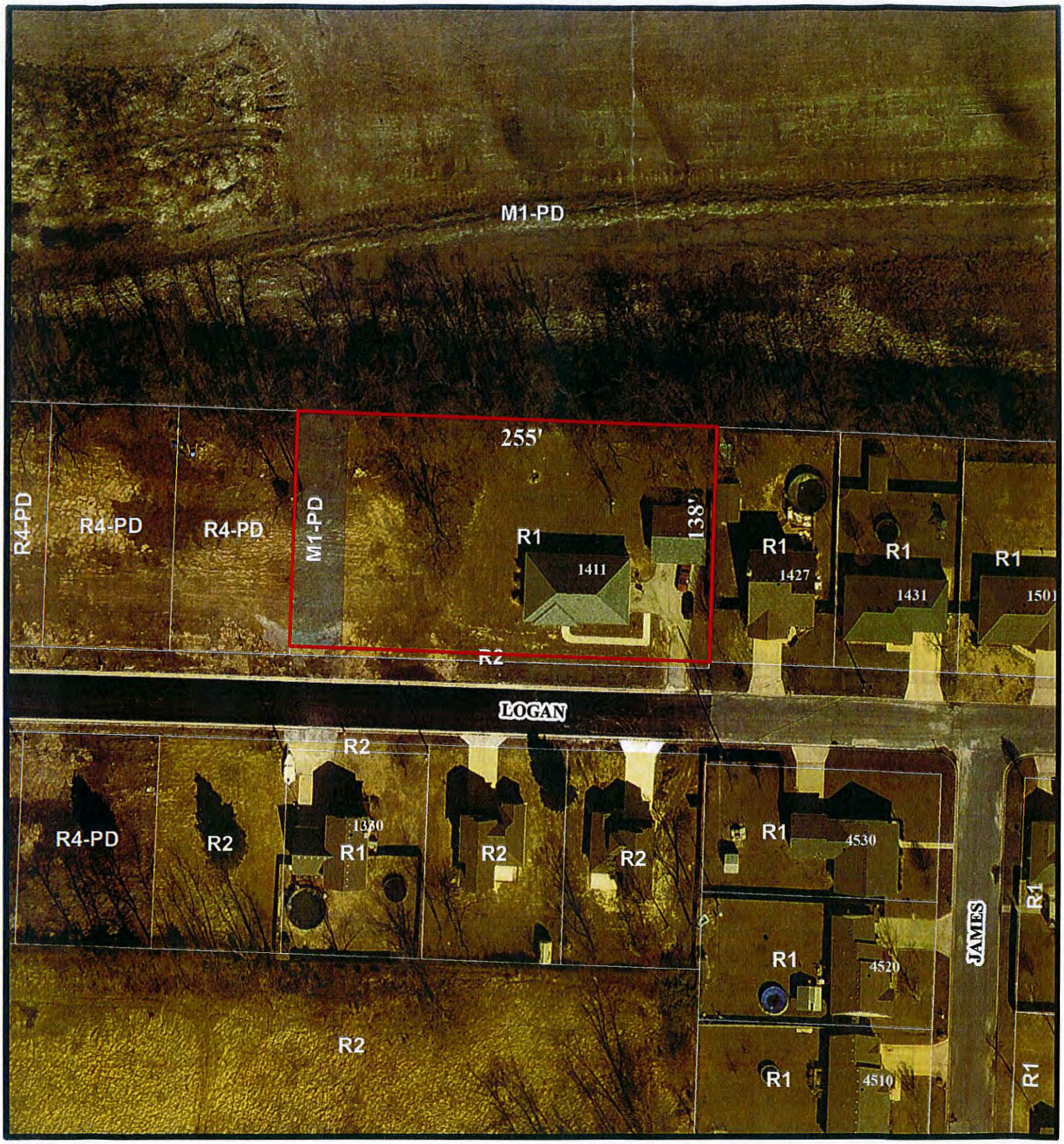
B. If so, has a copy been submitted? ☐ ☐ N/A

XIV. How has installation of the following improvement been guaranteed?

	Construction	Bond	Petition(%)
Streets			
Water			
Sewer			
Sidewalks			
Other, as required			
1.			
2.			
3.			

N/A

XV. Are additional comments attached? ☐ ☑



0 70 140 280 420 560 Feet

Case 029-14: A request for the review of a Final Plat for Logan's Run East, a three lot residential subdivision, at 1411 Logan Drive for future residential development. - Joseph D. & Danica J. Harris

N

Case 029-14: 1411 Logan Drive – A request for the review of a Final Plat for Logan's Run East, a three lot residential subdivision, for future residential development – Joseph D. & Danica J. Harris.

Mr. Eastman opened the public comment period for Case 029-14.

Mr. Joseph Harris, 913 West Briarbrook Lane, Carl Junction, Missouri, appeared to request the review of the final plat for Logan's Run East.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 029-14.

MR. RAMSOUR MOVED, SECONDED BY MR. SMITH, THAT THE FINAL PLAT AS PRESENTED IN CASE 029-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

Case 028-14: 1411 Logan Drive – A request for the review of a Preliminary Plat for Logan's Run East, a three lot residential subdivision, for future residential development – Joseph D. & Danica J. Harris.

Mr. Eastman opened the public comment period for Case 028-14.

Mr. Joseph Harris, 913 West Briarbrook Lane, Carl Junction, Missouri, appeared and stated that there is an extra amount of land to the west of the home that is on the existing lot. He plans to subdivide that single lot into three lots, where the existing house would sit on the 125-foot wide lot. The remaining 130 feet would be divided into two 65-foot lots. The two vacant lots would be available for single-family residential homes.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 028-14.

Mr. Brown asked about the width of the lots to the east, and Mr. Wright replied 65 to 70 feet.

Mr. Brown asked about the lot measuring 125 feet, and Mr. Wright replied that is where the existing house is.

MR. DUNCAN MOVED, SECONDED BY MR. DERMOTT, THAT THE PRELIMINARY PLAT AS PRESENTED IN CASE 028-14 BE APPROVED, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 029-14
Joseph D. & Danica J. Harris
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-267 **ORDINANCE NO.**

AN ORDINANCE Request to Review the Final Plat LOGAN'S RUN EAST located at 1411 Logan Drive 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 the grades in the Plat of Final Plat for LOGAN'S RUN EAST in the City of Joplin, Jasper County, Missouri, be and the same are herby fixed and established as follows:

Using the bench mark located at the Northeast Corner of Second and Main Streets, in the City of Joplin, Missouri, as adopted as the standard form which grades and elevations are to be measured in said City of Joplin, and by Ordinance No. 77-67 which readopted Section 49.33 of the 1957 CODE OF JOPLIN, MISSOURI, as a datum, and assuming the elevation of said point to be represented by the figure "100", the grades and elevations of the streets and alleys in the Plat of LOGAN'S RUN EAST, described as follows:

> All of the North 138.00 feet of the East 255.00 feet of Lot Numbered One (1) in Midway Gardens Subdivision, now in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, being subject to all easements, right-of-ways, and reservations of record.

Section 2. That said plat, have been filed, showing that the lots have been staked out and platted and the street and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition, is hereby accepted by the City of Joplin, Jasper County, Missouri, according to the Statutes of the State of Missouri.

Section 3. That the City Clerk hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

ATTEST: _____ Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

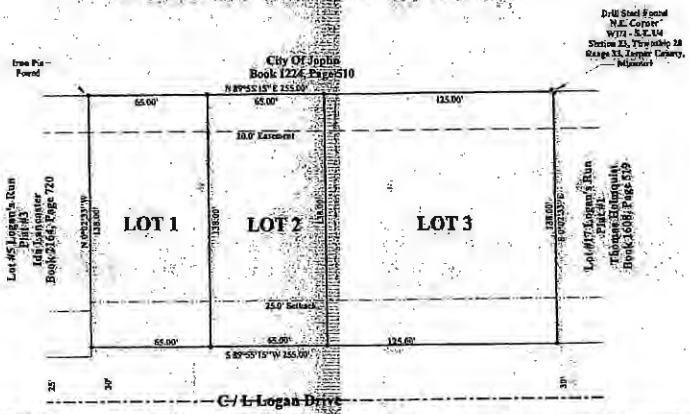
_____
Peter C. Edwards, Interim City Attorney

Aligned

SCALE: ONE INCH EQUALS 40 FEET
0 20 40 60 80

A Final Subdivision Plat of:
Logan's Run East

Being a Replat of Part Of Lot 1 in Midway Gardens, a Subdivision Located in the West 1/2 of the Southeast 1/4 of Section 23, Township 28, Range 33, Now in the City of Joplin, Jasper County, Missouri



LEGAL DESCRIPTION

All of the North 138.00 feet of the East 255.00 feet of Lot Numbered One (1) in Midway Gardens Subdivision, now in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, being subject to all easements, right-of-ways, and reservations of record.

DEDICATION

Know all men by these presents that Joseph D. & Danica J. Harris, owner of Logan's Run East Subdivision, in the City of Joplin, Jasper County, Missouri, do hereby publish, declare and acknowledge the annexed plat thereof with lots, and easements as shown hereon, and do hereby dedicate all easements, as shown to the public forever.

In Witness whereof, we have hereunto set our hands and seal this ____ day of _____, 20__.

Name

STATE OF MISSOURI)
SS
COUNTY OF JASPER)

Be it remembered that on this ____ day of _____, 20__, before me a notary public in said County and State, came to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)

Notary Public

My Commission Expires:

This Plat of Logan's Run East addition has been submitted to and approved by the Joplin Planning and Zoning Commission this ____ day of _____, 20__.

Chairman of Zoning and Planning Commission

This plat of Logan's Run East Subdivision, including easements, accepted by the City Council has been submitted to and approved by the Joplin City Council by Ordinance No. _____, duly passed and approved by the Mayor on this ____ day of _____, 20__, of Joplin Missouri

(SEAL)

City Clerk Mayor City Engineer

Entered on transfer record this ___ day of _____, 20__.

Deputy

County Recorder of Deeds

STATE OF MISSOURI)
SS
COUNTY OF JASPER)

I, _____, Recorder of Deeds of said County, do hereby certify that the within instrument of writing was, on the ___ day of _____, 20__, at _____ o'clock and ____ minutes __M., duly filed for record in this office, and is recorded in the records of this office in Plat Book _____ at Page _____.

I witness whereof, I have hereunto set my hand and seal this ____ day of _____, 20__.

Recorder of Deeds

SURVEYOR'S CERTIFICATE

I, RODNEY C. BECKS, a Registered Land Surveyor of Joplin, Jasper County, Missouri, do hereby certify that the field notes and the attached plat are a true and accurate description of the work performed and measurements taken. Survey was made in accordance with the Missouri Minimum Standards for Property Boundary Surveys of the Missouri Department of Natural Resources, Division of Geology and Land Survey, and is not a warranty of title either expressed or implied. This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block. It is not transferable to additional institutions or subsequent owners and may not be used in connection with a "survey affidavit" or any an document, statement, or conveyance to obtain title insurance for any subsequent or future grantees. Furthermore, this survey is not valid without the original signature and embossed seal.

Rodney C Becks 6/26/2014

RODNEY C. BECKS, Mo.L.S. #2651

MONUMENTATION: 1/2 Iron Pins with cap set at all lot corners unless otherwise specified.

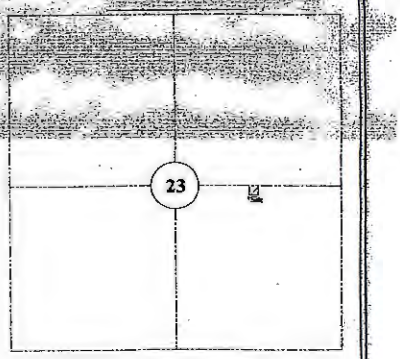
BASIS OF BEARINGS: The S/L W1/2-SE1/4 S 0°02'33" E.

CLASS OF PROPERTY: (c) Urban.

AREA: (3) Reg. Lots. or 0.80 Acres +/-

ZONING: Single R-1

OWNER/DEVELOPER: Mr. Joe Harris
913 W. Briarbrook Lane - Carl Junction, MO. 64834



FLOOD STATEMENT:

The Above Described Property falls in Fema Identified Zone X [Areas determined to be outside the 0.2% annual chance floodplain] as shown on (Community Number 290183, [Panel Number 0163, [Suffix F] [Map Number 29097C0256G] [Effective Date November 2, 2012]. Please note that the accuracy of this flood hazard data is subject to map scale uncertainty, by location and or elevation on the above referenced FIRM Map.

A FINAL SUBDIVISION PLAT FOR:
Joesph & Danica Harris

PROPERTY ADDRESS:	1411 Logan Drive Joplin, Missouri
SECTION - 23	TOWNSHIP - 28 — RANGE - 33
SCALE: 1" = 40'.00"	DATE: 6/16/2014
FIELD BOOK #D.C.	FILE NAME: 2328334

STEWART & NEECE LAND SURVEYING COMPANY INC
1201 East 15th Street, Joplin, Missouri 64801
Phone: 417-624-0311 Fax: 417-624-0369
Serving Southwest Missouri since the year 1922
Land Surveyors, Lot Buyers, Subdividers, Mine Data Blueprints

Case #029-14

ORDINANCES

EMERGENCY

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 4, 2014

Item: COUNCIL BILL NO. 2014-155
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2014- 155
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Brian Wicklund BW Date: 7/18/14
Planning and Community Development Manager: Troy Bolander T.B. Date: 7-18-14
Department Head: Nick Heatherly Date: 7/21/14
Finance Department: Leslie Haase Date: 7-21-14
Interim City Attorney: Peter C. Edwards PE Date: 7/21/14
Interim City Manager: Samuel L. Anselm Date: 7/22/14

Recommended Action: Approval of Contract with B&D Yardbuilders to remove the structures and any remaining debris including foundation and footings located at 1001 McKinley

Summary: The above listed address was "tagged" as a dangerous building on March 27, 2014. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On July 4, 2014, an advertisement for bids was published in the Joplin Globe with bids being received on July 9, 2014. At that time bids were received as follows:

Nelson's Tree and Demolition	$ 1,949.00
Gator Demolition	$ 2,600.00
B & D Yard builders	$ 1,734.00

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 contract be awarded to B&D Yardbuilders for the amount of $ 1,734.00 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. 2014 – 155 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 1001 McKinley. in the City of Joplin, Missouri, for the amount of One Thousand Seven Hundred Thirty Four and 00/100 Dollar ($1,734.00); 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 B & D Yardbuilders in the amount of One Thousand Seven Hundred Thirty Four 00/100 Dollars ($1,734.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1001 McKinley.

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 1001 McKinley. and legally described as:

ALL OF LOT NUMBERED ONE HUNDRED FOURTEEN (114) IN W.G. SERGEANT AND CO. 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 an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of the public peace, property, health, safety or morals. Specifically, this ordinance approves the award of 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 herby declares that this ordinance shall be in full force and effet from after its passage.

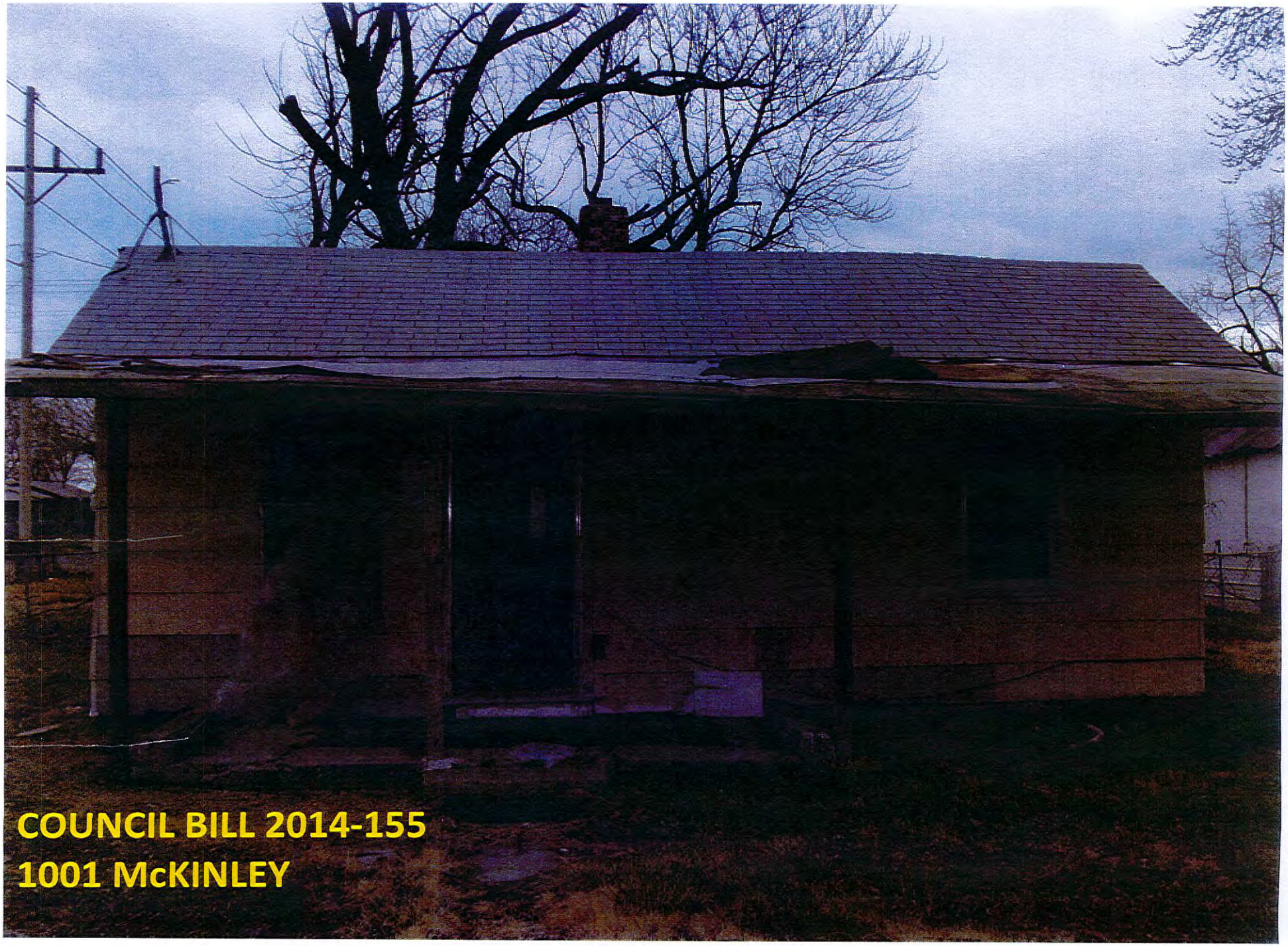
Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2014, by a _____ vote.

_____ATTEST:
Michael L. Seibert – Mayor

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:_____
Interim City Attorney- Peter C. Edwards


COUNCIL BILL 2014-155
1001 McKINLEY

CLOSING DATE:	9-Jul-2014	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	1001 S. McKinley Ave

COMPANY	BIDS
Nelson's Tree Service	$1,949.00
Gator	$2,600.00
B & D Yardbuilders	$1,734.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 4, 2014
Council Bill No. 2014-157

Item: Consultant Agreement with Allgeier, Martin & Associates Inc. for Design and Construction Management for Sanitary Sewers in the Tornado Area

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Council Bill No. 2014-157
3) Map

Engineering: Dan Johnson DJ	Date 7-28-14
Department Head: Nicholas A. Heather	Date: 7/28/14
Finance Department: Leslie Haase	Date: 7/29/14
City Attorney: Peter C. Edwards	Date: 7/29/14
Interim City Manager: Sam L. Anselm	Date: 7/29/14

Recommended Action: Approval of a Consulting Agreement with Allgeier, Martin & Associates Inc. in the not to exceed the amount of $1,123,000.00 for Design and Construction Management for Sanitary Sewers in the Tornado Area.

Background: In 2013 the City of Joplin Council reviewed and approved the "Joplin Community Phase II Recovery Plan". City staff then prepared the first Partial Action Plan which included $7,862,400.00 for infrastructure. The specific activities included in the first action plan are design only of Storm Sewers, Sidewalks, and Curb & Gutters with the sanitary sewer system having both design and construction listed as an activity. The first partial action plan was approved by HUD and signed on January 16 of 2013 and the funds obligated by the plan have to be used by January 16, 2016. Due to the large number of infrastructure projects and the scheduling challenges with environmental clearance, public involvement, construction coordination, etc. the City staff have chosen to divide the work among several consultants with each focusing on an area assigned to them. It is anticipated that with the successful progress by each of the consultants on the initial work authorizations that future work authorizations will be assigned as the various projects in assigned areas progress towards completion.

Discussion: In accordance with the City of Joplin's Procurement policies, a Request for Qualifications was advertised for one day in the Joplin Globe. The request was also posted on the City of Joplin's website. The deadline for submissions was June 9, 2014. Eleven submittals were received and ranked by a team of appropriate staff. Allgeier Martin & Associates Inc. was selected for Design and Construction Management for Sanitary Sewers within the area indicated on the attached map.

Recommendation: Staff recommends approval of a Consultant Agreement with Allgeier Martin & Associates Inc. in the not to exceed the amount of $1,123,000.00 for Design and Construction Management for Sanitary Sewers in the Tornado Area be approved.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: **Allgeier, Martin and Associates, Inc**	
		Address: **PO Box 2627** **7231 East 24th Street** **Joplin, Missouri, 64804**	
Attention: **Nicholas A. Heatherly, PE, CFM** **nheather@joplinmo.org**		Attention: **Chris Erisman, PE** VICE-PRESIDENT	
Department: **Public Works Department**		Phone: **417-680-7200**	Fax: **417-680-7300**
Phone: **417-624-0820, ext 500**	Fax: **417-625-4738**		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, 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 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, 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.

3. **Payment.** 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 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.

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

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

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

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

a) The Engineer will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) The Engineer will, in all solicitation or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) The Engineer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

17. **Civil Rights Act of 1964**. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

18. **Section 3 of the Housing and Urban Development Act of 1968**

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.

d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

19. **Section 109(a) of the Housing and Community Development Act of 1974**. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

20. **Affirmative Action for Handicapped Workers**

a. The Engineer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Engineer agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Engineer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Engineer's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e. The Engineer will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section S03 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Engineer will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

21. **Section 504 of the Rehabilitation Act of 1973**, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

22. **Age Discrimination Act of 1975**. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

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

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

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

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

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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 S: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.

34. **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.

35. **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

_____

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:

Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman, P.E.

Title: Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

_____

Troy Bolander
CDBG Program Manager

By: _____

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

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: **Allgeier, Martin and Associates, Inc** Address: **PO Box 2627** **7231 East 24th Street** **Joplin, Missouri, 64804**	
Attention: **Nicholas A. Heatherly, PE,CFM** **nheather@joplinmo.org**		Attention: **Chris Erisman, PE** **VICE-PRESIDENT**	
Department: **Public Works Department**		Phone: **417-680-7200**	Fax: **417-680-7300**
Phone: **417-624-0820, ext 500**	Fax: **417-625-4738**		

WORK AUTHORIZATION NUMBER _AMA-DR2AP1-1__
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 _AMA-DR2AP1-1__ exceed the sum of _One Million, One Hundred Twenty Three Thousand and No/100__ Dollars ($_1,123,000.00_).

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 cancellation or non-renewal 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

All policies except for the professional liability policy 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, 2014, 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 Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) 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 Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) 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 on both a per-claim and an aggregate basis. 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: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman, P.E.

Title: Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
Troy Bolander
CDBG Program Manager

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

Date: _____

CITY OF JOPLIN MISSOURI

Planning &Community Development
602 S. Main Street
Joplin, Missouri 64801
(417)624-0820
Fax (417)625-4738

28 July 2014

Trudy Bartlett
3504 Ruby Way
Joplin, Missouri 64804

Dear Trudy:

The J-HAP Program Office has determined based on information provided that you are eligible for the City of Joplin's Homebuyer Assistance Program (JHAP). This letter is to serve as approval of your personal application; however, a copy of your lender's commitment letter is needed in order to proceed with the environmental review process. This income approval will expire in twelve months.

Along with this commitment letter, a written request for review of a specific property is required to be submitted. Please forward a copy of your lender's commitment letter and the property information to J-HAP program office.

If you have any questions, please contact the program office at (417) 850-2249 or JHAP@NANMCKAY.com.

Sincerely,

Larry R. Eller

Larry R. Eller
CDBG Program Manager

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-DR2AP1-1 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with CDBG DR2 Funding)

1. SERVICES

Engineer shall provide the City of Joplin with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, bidding, and construction phase services as hereinafter stated which include customary civil, structural, and mechanical engineering services.

1.1.2 Coordinate the planning, design and construction of the sanitary sewer projects with the other Consulting firms responsible for other improvement aspects of the overall project as well as the City of Joplin and the CDBG funding program having jurisdiction over the project.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area boundary is identified in Attachment Number One to Exhibit A.

1.1.3.2 Preparation of the Environmental Report in Compliance with Community Development Block Grant (CDBG) funding agency guidelines.

1.1.3.3 Integration of Existing Closed Circuit Television (CCTV) sanitary sewer line inspection data previously completed within the project area, into the City of Joplin Geographical Information System (GIS) system.

1.1.3.4 Evaluation of Existing CCTV sanitary sewer line inspection data previously completed within the project area, to prepare an initial sanitary sewer rehabilitation project in critically determined areas.

1.1.3.5 Design of an initial sanitary sewer rehabilitation project including the preparation of plans and specifications necessary to bid said work. It is estimated that approximately 50,000 LF of sanitary sewer mains will be rehabilitated as part of this initial project.

1.1.3.6 Bidding and Construction Phase Engineering of the initial sanitary sewer rehabilitation projects. It is estimated that approximately 50,000 LF of sanitary sewer main and associated manholes will be rehabbed as part of this initial project.

1.1.3.7 Resident Construction Representation Phase services for the initial sanitary sewer rehabilitation project. It is estimated that approximately 50,000 LF of sanitary sewer main will be rehabilitated as part of this initial project. Services will be provided fulltime with an estimated construction duration of 3 months.

1.1.3.8 Completion of CCTV Inspection of those sanitary sewers within the project boundary area that have not previously been completed. It is anticipated that approximately 160,080 LF will be CCTV inspected as part of this project and that 10% of those lines will need heavy cleaning in order to complete the CCTV work.

1.1.3.9 Design of relocation and rehabilitation of the existing sanitary sewer mains within existing Maiden Lane Avenue drive lanes. This project will address the existing sanitary sewer mains within Maiden Lane Avenue from approximately 19th Street south to near 24th Street.

1.1.3.10 Design of the existing Bartlett Addition Public (Southwest from 32nd and McIntosh area) interceptor sewer replacement/upgrades project. This project will consist of the replacement and capacity upgrade of approximately 1,675 LF of 8" diameter, 2,775 LF of 12" diameter and 530 LF of 15" diameter gravity sewer mains along with 27 manholes. The project is anticipated to begin in the vicinity of 32nd Street and McIntosh, going southwest to near 26th Street and McCoy, then west along 26th Street, and then northwest to approximately 25th Street and Willard Avenue.

1.1.3.11 Design of the existing Shoal Creek Public Extension Number 2, Blendville Public and 23rd Street Public (Mohaska Area) interceptor sewer replacement/upgrades project. This project will consist of the replacement and capacity upgrade of approximately 3,800 LF of 8" diameter, 6,470 LF of 10" diameter, 650 LF of 15" diameter and 140 LF of 18" diameter gravity sewer mains along with 40 manholes. The project is anticipated to begin in the vicinity of 32nd Street and Mohaska, then going northeast to near 27th Street and Joplin Avenue, then along 27th Street east to approximately Missouri Avenue. Branches of sanitary sewer lines extending along Murphy and east of Sergeant to the north and southeast to near 28th Street and Virginia Avenue will also be addressed as part of this work.

1.1.3.12 Design of the existing Bankers Addition Public (20th and Connecticut area) sanitary sewer line replacement/upgrades project. This project will consist of the replacement and capacity upgrade of approximately 3,500 LF of 10" diameter gravity sewer main along with 13 manholes. The project is anticipated to begin in the vicinity of 20th Street and Connecticut Avenue, then going northwest to just south and west of Massachusetts Avenue and Murphy Boulevard.

1.1.3.13 Design of the existing Eastmorland Public Parallel Relief (Campbell Parkway) interceptor sewer replacement/upgrades project. This project will consist of the replacement and possible capacity upgrade of approximately 3,500 LF of 18" diameter gravity sewer lines and 15 manholes. Two parallel sewer lines currently exist in this area. The older line will be considered for replacement while keeping the newer line in service upon project completion. Alternatives to this arrangement will be evaluated during project design.

1.1.3.14 Coordination of the tasks included within this Agreement with other City Consultants designing CDBG infrastructure improvements within the project area as well as other City Consultants designing infrastructure improvements utilizing State funding near the project area; with utility companies; with City of Joplin staff and with the City's CDBG administrative consultant; and with the project schedules of each said infrastructure improvement consultant.

1.1.3.15 Develop overall sanitary sewer project strategy approximately 3 months after receipt of Notice to Proceed. This strategy will outline projected sanitary sewer design, construction and rehabilitation/replacement costs within the CDBG project area to assist in future project planning and funding allocations. Project maps and cost projections will be included as part of the strategy. This strategy will be updated in the future to assist in design, construction and funding planning as work progresses on the sanitary sewer improvements within the project area.

1.1.3.16 Negotiation and acquisition of rights-of-way/easements as determined necessary to accommodate construction of the improvements associated with the tasks included within this Agreement.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for projects described in paragraphs 1.1.3.5 and 1.1.3.9 through 1.1.3.13:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs.

1.2.2 Evaluate available data for areas in which planning and design services are to be completed for incorporation into design documents.

1.2.3 Evaluate drainage areas and known future land uses for areas in which existing sanitary sewer lines are to be replaced and considered for upgrades in capacity to calculate a size for new replacement sanitary sewer mains in those areas. Future land uses may need to be determined based upon Engineering judgment and known information as to future development plans known by OWNER and OWNER's representatives.

1.2.4 Consult with OWNER's representatives regarding the preferred rehabilitation and replacement alternatives.

1.2.5 Obtain topographic survey data and field information relative to existing facilities to the extent necessary for design of sewer replacement projects. Coordinate with other firms for the scheduling of other infrastructure improvement projects planned for the respective project areas.

1.2.6 Conduct research and investigation into existing utilities located within the project boundaries.

1.2.7 Investigate existing rights-of-way and easement boundaries along project route. It is anticipated that all projects will be designed within existing City of Joplin right-of-way and easements.

1.2.8 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.9 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.10. On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.11. Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that the OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.2.12. Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.13. Prepare for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.14. Furnish three copies of the above documents and present and review them in person with OWNER.

1.2.15. Submit copies of the plans, specifications, bid and contract documents, and other related documents to the governmental agencies having jurisdiction over the project for their review and approval.

1.2.16 Provide assistance to the OWNER relative to submission of documentation to regulatory agencies for involvement in the Community Development Block Grant (CDBG) program.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for projects described in paragraphs 1.1.3.5 and 1.1.3.9 through 1.1.3.13, as follows:

Upon execution of this agreement by the OWNER, and following the completion of the appropriate design-phase elements of the project, the ENGINEER shall:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the bidding documents.

1.3.3 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.4 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.5 Submit to appropriate regulatory agencies the bid documents and revised cost estimates, and other post-bid documentation required by the CDBG program.

1.3.6 Assist OWNER in evaluating bids or proposals and in assembling and awarding contract.

1.3.7 Attend scheduled pre-bid or pre-construction conferences.

1.3.8 Review contractor's proposed project schedule and provide OWNER with estimates of required Project cash-flow.

1.3.9 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.10 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.11 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge,

information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.12. Assist OWNER with providing documentation to OWNER's representatives for CDBG reimbursement requests, including breakdown of amount of funds spent in low to moderate income (LMI) areas. LMI area limits shall be provided by OWNER for use in this calculation.

1.3.13 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.11.

1.3.14 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.15 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.15, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with local personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is

intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

1.5 Environmental Report

1.5.1 Prepare an Environmental Report for the CDBG sanitary sewer project area in Compliance with Community Development Block Grant (CDBG) funding agency guidelines.

1.5.2 Prepare necessary maps and other project data for submission to applicable governmental agencies for their review as part of the CDBG Environmental Review process. Any specialized, in-depth environmental studies determined necessary by governmental agencies as part of this initial review are not covered within this scope of work and shall be considered an additional service.

1.5.3 Develop Eight Step Process if determined that project activities will occur within a designated flood plain.

1.5.3.1 In the event the Eight Step Process is determined necessary, prepare associated notice of explanation publication.

1.5.4 Prepare and publish required public notices as necessary to meet CDBG environmental report guidelines.

1.5.5 Coordinate with OWNER and attend any required public meetings.

1.6 City of Joplin GIS Integration

1.6.1 Conversion of previously completed CCTV inspection data inside the project boundary (approximately 195,000 LF) to the new GIS ID format.

1.6.1.1 Incorporate sanitary sewer line rating data for area back into City of Joplin GIS system.

1.6.1.2 Insertion of previously completed inspection videos into City of Joplin GIS system.

1.6.2 Utilize existing City of Joplin GIS data to provide information for sanitary sewer lines located inside the project area boundary that have not yet been CCTV inspected (approximately 160,000 LF).

1.6.2.1 Providing data on sanitary sewer lines and manholes in such a format as to ease transition and naming convention continuity when completing CCTV work.

1.6.2.2 Upon completion of CCTV work for sanitary sewer lines outside EDR but inside project boundary, incorporate rating data for area back into City of Joplin GIS system.

1.6.2.3 Insertion of previously completed inspection videos into City of Joplin GIS system.

1.7 Sanitary Sewer CCTV Inspection

ENGINEER shall provide the following sanitary sewer CCTV inspection services for projects described in paragraph 1.1.3.8:

1.7.1 Provide sanitary sewer collection system television inspection, cleaning and compiling of inspection data for the area not previously CCTV inspected but within the project area boundary. The work is anticipated to include: Basic cleaning and CCTV inspection of 145,180 L.F. of 6"-10" diameter sewer; 11,500 LF of 12"-15" diameter sewer; and 3,400 LF of 18"-21" diameter sewer as well as the anticipated heavy cleaning of 14,518 LF of 6"-10" diameter sewer line; 1,150 LF of 12"-15" diameter sewer line and 340 LF of 18"-21" diameter sewer line. The anticipated heavy cleaning is based upon an estimated 10% of the footage of the total line to be CCTV inspected. Also included within this scope of work shall be the review of collected data and prioritization of future rehabilitation efforts within the Lone Elm drainage basin, including printing of maps and reports

1.7.1.1 It is recognized that the actual line sizes, lengths of line and quantity of manholes indicated for the designated CCTV inspection area may differ from those anticipated by the ENGINEER and reflected in the scope of work and associated fee indicated in Section 3; therefore a future amendment may be required after actual field conditions are determined in this area.

1.7.2 Evaluate data and rank pipe condition of respective sanitary sewer pipes inspected.

1.7.3 Prioritize sanitary sewer lines and prepare associated maps for future rehabilitation project planning efforts.

1.7.3.1 Prepare cost estimates and maps for projected rehabilitation work.

1.8 Project Coordination

Upon receipt of Notice to Proceed, ENGINEER shall provide the following coordination services for the tasks included within this Agreement as described in paragraph 1.1.3.14:

1.8.1 Attend regularly scheduled project meetings for coordination with OWNER and other consultants designing CDBG infrastructure improvements within the project area as well as other Consultants designing infrastructure improvements utilizing State funding near the project area.

1.8.2 Coordination with utility companies.

1.8.3 Coordination with City of Joplin staff and with the City's CDBG administrative consultant.

1.8.4 Coordination with the project schedules of each infrastructure improvement consultant identified in paragraphs 1.8.1 and 1.8.3.

1.8.5 Development and maintenance of a project schedule in Microsoft Project.

1.8.6 Tracking of Engineering time expended in providing services in Low to Moderate Income (LMI) areas, separate from the remaining areas within the project boundaries.

1.8.7 The fee established in Section 3 for services included in section 1.8 – Project Coordination, shall cover expenses for this service associated with the tasks included within this Agreement, however, due to some uncertainty as to how much time will actually be expended to complete these services, an amendment to this work authorization may be determined necessary to account for actual time expended.

1.9 Right-of-Way/Easement Acquisition

1.9.1 Meet with affected property owners in an attempt to secure required easements for said sanitary sewer line relocation/replacement/rehabilitation work. Services for right-of-way/easement acquisition is anticipated to be provided for a maximum of 10 individual properties.

1.9.2. Provide status report details to OWNER's representatives, as requested, indicating contacts that have been made and status of negotiations.

1.9.3. Obtain signed easement documents from willing participants.

1.9.4. In the event that negotiation for easements is unsuccessful after three attempts, provide to the OWNER a prepared report of negotiations to allow the OWNER to decide the course of future action.

1.9.5. Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. Any appraisals or any other evaluations required to determine the value of proposed easements shall be the responsibility of the OWNER.

1.9.6. Provide OWNER with copies of all executed copies of obtained easements for the purposes of recording with the County. All fees associated with the recording of easements shall be the responsibility of the OWNER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER.

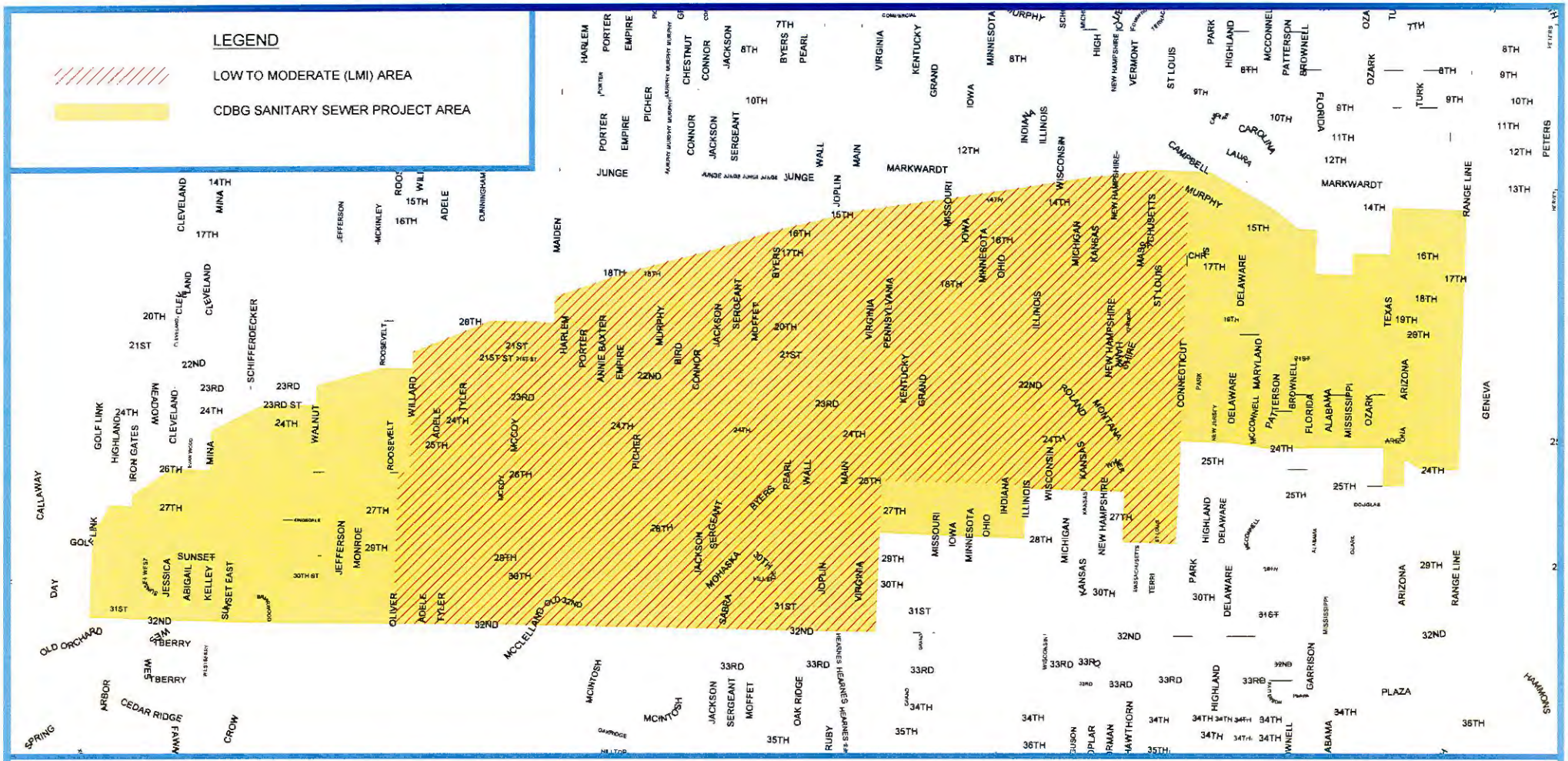
2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

2.3 Work shall be completed on this Work Authorization scope of work no later than January 15, 2016. Work on the tasks contained within this Work Authorization is anticipated to proceed in general accordance with the dates and timelines as indicated in Attachment Three.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number Two to Exhibit A: "RATE SCHEDULE 2014-2015-2016"; with a total compensation ceiling of $1,123,000, as set forth in Work Authorization Number AMA-DR2AP1-1 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Preparation of CDBG Environmental Report (Paragraphs 1.1.3.2 and 1.5)	$35,000
Integration of CCTV data into City of Joplin GIS system (Paragraphs 1.1.3.3, 1.1.3.8 and 1.6)	$33,000
Evaluation of Data and Design of Initial sanitary sewer rehabilitation project (Paragraph 1.1.3.4, 1.1.3.5 and paragraph 1.2)	$75,000
Bidding and Construction Phase Engineering Services for initial sanitary sewer rehabilitation project (Paragraphs 1.1.3.6 and 1.3)	$34,000
Full Time Resident Project Representation Services for Initial sanitary sewer rehabilitation project (Paragraphs 1.1.3.7 and 1.4)	$65,000
Completion of CCTV inspection of sanitary sewer lines not previously completed but within project boundary (Paragraphs 1.1.3.8 and 1.7)*	$298,000
Design of Maiden Lane Sewer Line Relocations (Paragraphs 1.1.3.9 and 1.2)	$70,000
Design of Bartlett Addition Public Sewer Line Replacement (Paragraphs 1.1.3.10 and 1.2)	$85,000
Design of Shoal Creek Public Extension, Blendville Addition Public and 23rd Street Public Sewer Line Replacement (Paragraphs 1.1.3.11 and 1.2)	$155,000
Design of Bankers Addition Public Sewer Line Replacement (Paragraphs 1.1.3.12 and 1.2)	$54,000
Design of Eastmorland Public Parallel Relief Sewer Line Replacement (Paragraphs 1.1.3.13 and 1.2)	$75,000
Project Coordination (Paragraphs 1.1.3.14 and 1.8)	$71,000
Project Strategy Development (Paragraph 1.1.3.15)	$38,000
Right-of-Way/Easement Acquisition (Paragraphs 1.1.3.16 and 1.9)	$35,000
Total Estimated Maximum Fee	$1,123,000



ATTACHMENT NUMBER ONE TO EXHIBIT A

ALLGEIER, MARTIN and ASSOCIATES, INC.

CDBG SANITARY SEWER PROJECT BOUNDARY
JOPLIN, MISSOURI

ATTACHMENT NUMBER TWO
RATE SCHEDULE
2014-2015-2016

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

LABOR RATES

	Hourly Billing Rate		
Classification	01/01/2014 thru 12/31/2014	01/01/2015 thru 12/31/2015	01/01/2016 thru 12/31/2016
Principal/Engineer IV	$175	$180	$185
Principal/Engineer III	$160	$165	$170
Principal/Engineer II	$140	$145	$150
Principal/Engineer I	$125	$130	$135
Designer III/GIS Specialist	$116	$120	$124
Designer/Technician III	$96	$100	$104
Designer/Technician II	$84	$88	$92
Designer/Technician I	$78	$82	$86
Two-Man GPS Survey Crew	$165	$170	$175
One-Man GPS Survey Crew	$125	$130	$135
Three-Man Survey Crew	$180	$185	$190
Two-Man Survey Crew	$140	$145	$150
Registered Land Surveyor II	$150	$155	$160
Registered Land Surveyor I	$130	$135	$140
Survey Party Chief	$78	$82	$86
Survey Crew Member	$63	$66	$69
Right of Way Specialist	$100	$104	$108
Construction Inspector III	$96	$100	$104
Construction Inspector II	$84	$88	$92
Construction Inspector I	$78	$81	$84
Secretary/Word Processor	$63	$66	$69
Print Specialist	$63	$66	$69

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

Item	Rate
Travel	$0.56 per mile (or current IRS rate)
Subsistence	Actual cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

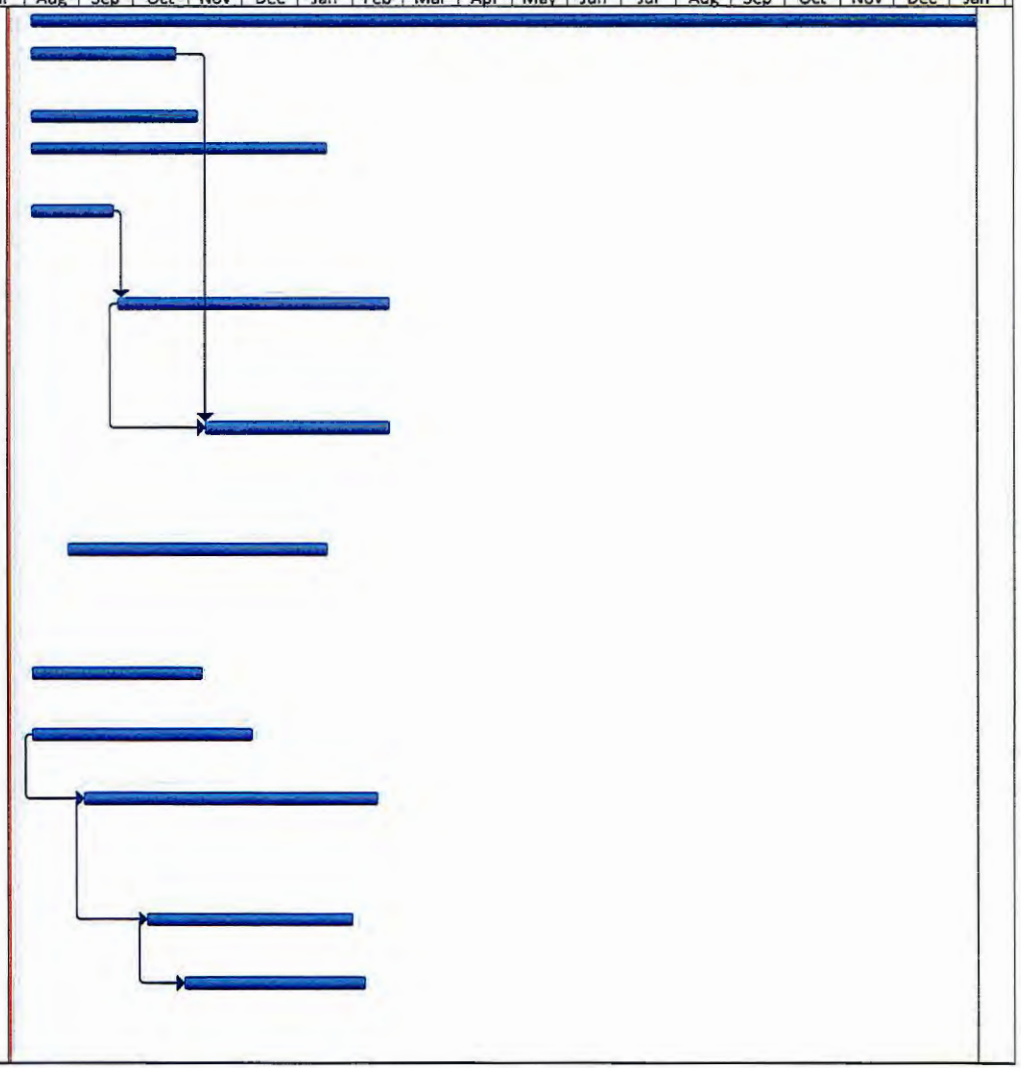
Attachment Number Three

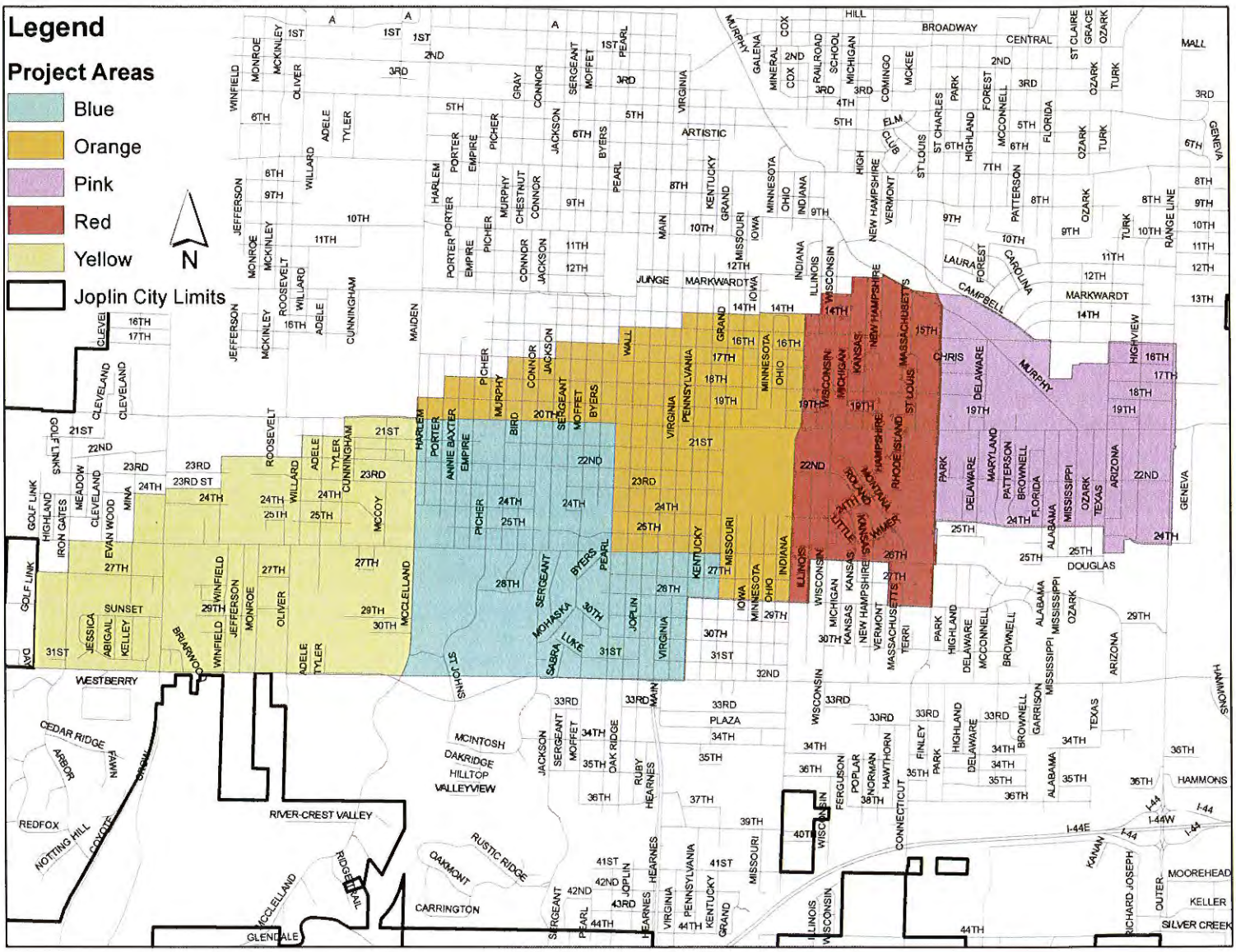
Anticipted Project Task Schedule

Work Authorization AMA-DR2AP1-1

City of Joplin CDBG DR2 Sanitary Sewer Project

ID	Task Mode	Task Name	Duration	Start	Finish
1		Project Coordination	379 days?	Tue 8/5/14	Fri 1/15/16
2		Preparation of CDBG Environmental	59 days	Tue 8/5/14	Fri 10/24/14
3		Preparation of Project Strategy	67 days	Tue 8/5/14	Wed 11/5/14
4		Integration of CCTV Data into City of Joplin GIS system	119 days	Tue 8/5/14	Fri 1/16/15
5		Evaluation of Data and Design of Initial Sanitary sewer rehabilitation project	34 days	Tue 8/5/14	Fri 9/19/14
6		Bidding and Construction Phase Engineering Services for inistion sanitary sewer rehabilitation project	110 days	Mon 9/22/14	Fri 2/20/15
7		Full Time Resident Project Repsresentation Services for Initial Sanitary Sewer rehabilitation project	75 days	Mon 11/10/14	Fri 2/20/15
8		Completion of CCTV inspection of Sanitary Sewer lines not previously completed but within project boundary	105 days	Mon 8/25/14	Fri 1/16/15
9		Design of Maiden Lane Sewer Line Relocations	69 days	Tue 8/5/14	Fri 11/7/14
10		Design of Bartlett Addition Public Sewer Line Replacement	89 days	Tue 8/5/14	Fri 12/5/14
11		Design of Shoal Creek Public Extension, Blendville Additon Public and 23rd Street Public Sewer Line Replacement	118 days	Wed 9/3/14	Fri 2/13/15
12		Design of Bankers Addition Public Sewer Line Replacement	83 days	Wed 10/8/14	Fri 1/30/15
13		Design of Eastmorland Public Parallel Relief Sewer line Replacement	73 days	Wed 10/29/14	Fri 2/6/15




Legend
Project Areas
Blue
Orange
Pink
Red
Yellow
Joplin City Limits
N

COUNCIL BILL NO. 2014- 157 **ORDINANCE NO.**

AN ORDINANCE approving an agreement for Allgeier Martin & Associates Inc. for One Million One Hundred Twenty Three Thousand and no/100 Dollars ($1,123,000.00) for Consultant Services for Design and Construction Management for Sanitary Sewer Projects in the Tornado Area and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. Approval of agreement for Allgeier Martin & Associates Inc. for One Million One Hundred Twenty Three Thousand and no/100 Dollars ($1,123,000.00) for Consultant Services for Design and Construction Management for Sanitary Sewer Projects in the Tornado Area in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance, said contractors shall be paid the sum due there under from Infrastructure Improvement Fund.

Section 2. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Allgeier, Martin & Associates Inc.

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure projects to begin immediately.

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

_____, 2014 by a _____ vote.

ATTEST: _____
Michael L. Siebert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 4, 2014
Council Bill No. 2014-158

Item: Consultant Agreement with Joplin Missouri Joint Engineering Team for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Tornado Area

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Council Bill No. 2014-158
3) Map

Engineering: Dan Johnson Date 7-29-14
Department Head: Nicholas A. Heatherly Date: 7/29/14
Finance Department: Leslie Haase Date: 7/29/14
City Attorney: Peter C. Edwards Date: 7/29/14
Interim City Manager: Sam L. Anselm Date: 7/29/14

Recommended Action: Approval of a Consulting Agreement and first work authorization with Joplin Missouri Joint Engineering Team in the not to exceed the amount of 1,188,750.00 for Design of various Sidewalk, Curb & Gutter Repair, and Stormwater Infrastructure Projects in the tornado Area.

Background: In 2013 the City of Joplin Council reviewed and approved the "Joplin Community Phase II Recovery Plan". City staff then prepared the first Partial Action Plan which included $7,862,400.00 for infrastructure. The specific activities included in the first action plan are design only of Storm Sewers, Sidewalks, and Curb & Gutters with the sanitary sewer system having both design and construction listed as an activity. The first partial action plan was approved by HUD and signed on January 16 of 2013 and the funds obligated by the plan have to be used by January 16, 2016. Due to the large number of infrastructure projects and the scheduling challenges with environmental clearance, public involvement, construction coordination, etc. the City staff have chosen to divide the work among several consultants with each focusing on an area assigned to them. It is anticipated that with the successful progress by each of the consultants on the initial work authorizations that future work authorizations will be assigned as the various projects in assigned areas progress towards completion.

Discussion: City staff advertised in the Joplin Globe for one day and received 11 sets of qualifications from consulting firms for this project. The Joplin Missouri Joint Engineering Team which is made up of Olsson Associates, Tran-Systems Civil-Engineering, Tri-State Engineering, and CJW Transportation Engineers was selected for design of Storm Sewers, Sidewalks, and Curb & Gutters within the area indicated on the attached map.

Recommendation: Staff recommends approval of the Consultant Agreement with Joplin Missouri Joint Engineering Team in the not to exceed the amount of $1,188,750.00 for Design of various Sidewalk, Curb & Gutter Repair, and Stormwater Infrastructure Projects in the tornado area be approved.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: **Olsson & Associates, Inc.** **d/b/a Joplin Joint Engineering Team (JET)** Address: **714 S. Main Street** **Joplin, Missouri, 64801**	
Attention: **Nicholas A. Heatherly, PE, CFM** **nheather@joplinmo.org**		Attention: **Jack Schaller. PE** **PROJECT MANAGER**	
Department: **Public Works Department**		Phone: **417-206-9000**	Fax: **417-206-9002**
Phone: **417-624-0820, ext 500**	Fax: **417-625-4738**		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, 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 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, 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.

3. **Payment.** 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 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 sirnilar 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.

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

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

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

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

a) The Engineer will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) The Engineer will, in all solicitation or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) The Engineer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

17. **Civil Rights Act of 1964**. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

18. **Section 3 of the Housing and Urban Development Act of 1968**

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.

d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

19. **Section 109(a) of the Housing and Community Development Act of 1974**. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

20. **Affirmative Action for Handicapped Workers**

a. The Engineer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Engineer agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Engineer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Engineer's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e. The Engineer will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Engineer will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

21. **Section 504 of the Rehabilitation Act of 1973**, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

22. **Age Discrimination Act of 1975**. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

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

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

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

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

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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. The City will not reuse or modify the documents without written authorization.

33. **Standard of Care.** In providing services under this Agreement, Engineer shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to Engineer and by mutual agreement between the parties, Engineer will, without additional compensation, correct those services not meeting such a standard.

34. **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.

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

36. **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 Johnson - Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer:

Olsson & Associates, Inc.
d/b/a Joplin Joint Engineering Team (JET)

By: _____

Printed Name: John Olsson

Title: Senior Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

_____

Troy Bolander
CDBG Program Manager

By: _____

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

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Olsson & Associates, Inc. d/b/a Joplin Joint Engineering Team (JET) Address: 714 S. Main Street Joplin, Missouri, 64801	
Attention: Nicholas A. Heatherly, PE,CFM nheather@joplinmo.org		Attention: Jack Schaller. PE PROJECT MANAGER	
Department: Public Works Department		Phone: 314-335-4038	Fax: 314-335-5141
Phone: 417-624-0820, ext 500	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER JET-DR2AP1-1
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 JET-DR2AP1-1 exceed the sum of One Million, One Hundred Eighty Eight Thousand, Seven Hundred and Fifty and 00/100 Dollars ($ 1,188,750.00).

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 cancellation or non-renewal 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

All policies except for the professional liability policy 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, 2014, 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 Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,S94.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) 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 Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,S94.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) 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 on both a per-claim and an aggregate basis. 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 S37.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____

Dan Johnson - Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Olsson & Associates, Inc
d/b/a Joplin Joint Engineering Team (JET)

By: _____

Printed Name: John Olsson, P.E.

Title: Senior Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

Exhibit A

Scope of Services-Design Strategy Guide
(Conceptual, Probable Costs, Schedule)

Engineer's services under this agreement are generally identified as the design and production of plans and specifications for the construction of infrastructure improvements within the recovery area zones assigned to the JET team. The general scope of the project consists of the reconstruction of curb and gutter, sidewalk, and stormwater features. The following major tasks outline the scope of Master Plan services to be provided as a part of this project.

Meetings will be held with the City and other agencies to identify issues and alternatives at the start of the project, project coordination and progress meetings, meetings with other agencies to discuss and review potential impacts and gain concurrence for proposed actions.

Tasks include:

Task 1.0 – Utility Conflicts:
Task includes coordination of all available GIS data for city and private utility providers. This task will include determining any areas where utility conflicts might jeopardize the project from being completed in the appropriate timeframe. It will also take into account any special relocation that might need to be made. This task will also define if any portions of the sidewalk, stormwater, or curb and gutter projects that may need altered, redesigned, or possibly eliminated based on utility conflicts. The task will be based on current available data, additional survey data will be gathered at a later date to verify conflicts.

Task 2.0 – Project Boundary/ LMI Project Definition:
Task includes associating each specific project within the overall project group. It will define all of the sidewalk projects within the sidewalk category, and so to for the stormwater and curb and gutter. Based upon the direction given by the public works department on this project, projects will need to be designed and accounted for on each individual project. Projects consist of stormwater, sidewalk, and curb and gutter. Projects will be split up and designed for each specific project and tracked accordingly, accounting for which project is being worked on.

LMI Project Task will consist of grouping all of the respective sub projects within the overall project category within its appropriate LMI category. Projects will be formed so that they don't involve both LMI and non LMI areas on a single project. This will help facilitate tracking for reimbursement purposes.

Task 3.0 – Right-of-Way/Easements:
Task will consist of determining where projects can be relocated within existing right-of-way and when additional right-of-way/easements will be needed to be acquired for each project. Each of the projects will be specifically addressed based upon the specific project, either sidewalk stormwater or curb and gutter. Any easements/right-of-way that look to be difficult to acquire will be vetted and if warranted, project might be altered, or removed if necessary.

Task 4.0 – Environmental Project Planning:
Task will consist of determining any environmental "hot spots" that may warrant additional clearances or permitting. It will include looking at environmental concerns for each overall

project and will be tracked accordingly. Any environmental issues that look to make the project difficult or impossible to complete within the appropriate timeframe will be vetted and if warranted, project may be altered or removed if necessary. Any required permits are not included as part of this scope.

Task 5.0 – Importing Data Into GIS:
All projects shall be designed such that they can be imported into a GIS database for use for the city. The GIS database will be compatible with the city's existing GIS database and shall have all of the plans and pertinent project information available for each project. This includes but is not limited to utility location, environmental issues, pertinent survey information, and plans. If needed, post construction GIS locations can be verified by simply putting this requirement in as part of the contract documents.

Task 6.0 – Project Selection
Task will consist of forming and selecting all projects so that they are sized appropriately for design and construction purposes to facilitate the most efficient use of all professional services. Special consideration will be given to ensure projects are sized to maximize the opportunities for local contractors and their associated forces to compete for work in an equitable manner.

Task 7.0 – Cost Estimates
Task will consist of keeping all projects separate and providing an engineers estimate for each project in such form as approved by city staff. Cost estimates will include all items associated with the project including, but not limited to, preliminary and final design, right of way, construction administration, construction, and utility relocations.

Task 8.0 – Schedule
Task will consist of building preliminary schedules for each project to help facilitate the proper coordination of projects throughout the entirety of this grant. Special thought and consideration will be given to scheduling projects in such as manner as to provide maximum opportunities for local contractors to compete for as many of the separate projects they can reasonably deliver on time and within budget.

The project scope and compensation is proposed with the following assumptions, in no specific order:

A. The regulations and statutes of the City of Joplin, County of Jasper, and State of Missouri shall be followed during the process of this work. All work performed as a part of this project will be under the direct supervision of a professional engineer and/or surveyor licensed to perform work in the State of Missouri.
B. GIS data for utilities to be provided for project scope by the city.
C. Public involvement is excluded in this scope of work.
D. All services under this scope of work will be based on GIS data.

The anticipated estimated engineering fees are as follows:

Task Number & Title	Estimated Fee
Task 1.0 – Utility Conflicts	$ 40,000.00
Task 2.0 – Project Boundary/LMI Project Definition	$ 50,000.00
Task 3.0 – Right-of-Way/Easements	$ 25,000.00
Task 4.0 – Environmental Project Planning	$ 25,000.00
Task 5.0 – Importing Data Into GIS	$ 30,000.00
Task 6.0 – Project Selection	$120,000.00
Task 7.0 – Cost Estimates	$ 90,000.00
Task 8.0 – Schedule	$ 90,000.00
Sum:	*$470,000.00*

Scope of Services-Curb and Gutter (Micro Project # 1)

Engineer's services under this agreement are generally identified as the design and production of plans and specifications for the construction of curb and gutter improvements in association with construction within the tornado affected zones assigned to the JET team. The general scope of the project consists of the reconstruction of curb and gutter, sidewalk, street, and stormwater features, as well as the addition of new sidewalks. This particular project is described as follows:

> Remove and Replace 3,220 LF of Curb and Gutter Commencing on the northeast corner of Joplin Avenue and 24th Street, running west along the north side of 24th street to Pearl Avenue, then running north along the east side of Pearl Avenue, then running east along the south side of 23rd Street to Joplin Avenue, then running south along the west side of Joplin Avenue. This includes the Curb and Gutter along the east and west side of Wall Avenue between 23rd and 24th Street.

Tasks include:

Task 1.0 – Surveying Services:
Task includes Base mapping for the project area and shall be created from survey data (including geometrics and drainage facilities). The JET team will also perform records research at the City and County to acquire filed records of survey, corner records, subdivision maps and right-of-way drawings. Record survey measurements will be computed from the research records to establish right-of-way. In addition the following items will be identified in the surveying:

- Right of Way
- Easements
- Utilities (includes, but is not limited to Electric, Water, Gas, Communications, etc..)
- Existing Features (includes but is not limited to road profile, sidewalk, curb and gutter, storm structures, curb ramps, retaining walls, driveway approaches, etc...)

Deliverables: Digital base map to complete construction drawings and documents

The estimated cost to perform and provide these services for this project: $4800.00

Task 2.0 – Conceptual Plans:
Task includes coordination with GIS evaluation conducted under prior project to develop conceptual alternatives and graphically illustrate how the new curb and gutter system will work with the other elements of reconstruction such as street, stormwater, and sidewalks. In addition, important aspects will be identified in the process such as utility relocation, right of way needs, and drainage concerns. No construction documents will be prepared.

Deliverables: Plan sheet layout of the proposed curb and gutter improvements, incorporating additional improvements anticipated such as sidewalk and street.

The estimated cost to perform and provide these services for this project: $1200.00

Task 3.0 – Curb and Gutter Improvement, Plans:
Task includes preparation of plans and specifications for the improvements and modification of curb and gutter for subject project in conformance to conceptual layout agreed upon as part of Task 2.0, above. Specifically included, in no specific order, are:

A. Relocation and extension of existing storm sewerages which conflict with the proposed curb and gutter work.
B. Coordination with other roadway elements, e.g. utilities, stormwater, curb and gutter, street improvements with curb and gutter improvements and vice versa;
C. Show proposed improvements, illustrating elevations, extent of removals, and reconstruction elements, proposed sidewalks, proposed street modifications, proposed stormwater updates, proposed utility impacts, and proposed right of way needs, and proposed elements prepared by others such as adjacent zones and provided in AutoCAD 2014 format and PDF in a timely fashion;
D. Prepare and show required or desired proposed pavement markings;
E. Plans showing required demolition;
F. Preparation of an Estimate of Quantities and/or Engineer's Opinion of Construction Cost of task-related items once plans are issued.
G. Pavement, curb, and gutter design to include identification of necessary removals needed for construction of the proposed improvements, and identify curb elevations for construction.
H. Erosion Control Plans include preparation of plans and specifications as required to satisfy the requirements of the Federal Water Pollution Control Amendments of 1972 (also known as the Clean Water Act) and related State and City statutes and regulations.
I. Temporary Traffic Control Plans
J. Permitting identified and initiated during the phase (see Environmental Section)

It is anticipated that seven (7) working days will be required for completion of construction documents once all required information is provided.

It is anticipated that City review of this work will be required.

Deliverables: Completed Plan Set for Review, including Cover, Plan, Erosion Control, and Traffic Control.

The estimated cost to perform and provide these services for this project: $6950.00

Task 4.0 – Utility Coordination:
Task includes close coordination with each utility company to identify their utilities in the project area, and determine what action, if any needs to take place for relocation

Deliverables: Coordination Meeting with Utilities

The estimated cost to perform and provide these services for this project: $1200.00

Task 5.0 – Plans, Specifications, and Estimates (PS&E):
Plans, specifications, and estimate (PS&E) will be prepared. The preliminary PS&E scope of work is based on an assumed number of plans that are likely to be required for a complete set of construction documents.

Final documents shall incorporate comments and corrections made to the preliminary submittals. Once the final drawings, estimates and project special provisions are reviewed and approved by the Engineering Department, required documents in a form specified by the Project Engineer are to be submitted by JET to City.

A. Engineering drawings shall be produced and delivered in CD or other electronic format, specified by the City (sealed and signed).
B. Plans, Special Provisions, Bid Proposal, and Engineer's Cost Estimate shall be prepared using standard City and JET formats.
C. As part of bidding assistance JET shall respond to any project related questions during this phase.
D. Final Bid document package.

Deliverables: Plans, Specifications and Engineers Estimate

The estimated cost to perform and provide these services for this project: $2,450.00

Task 6.0 – Project Coordination:
Each project will coordinate with adjacent projects to ensure no overlap of work or redundancy takes place, in addition the coordination will ensure that there is a seamless transition between projects.

The project scope and compensation is proposed with the following assumptions, in no specific order:

A. The regulations and statutes of the City of Joplin, County of Jasper, and State of Missouri shall be the basis of design. Other applicable standards shall be provided by Owner if desired to be applicable.
B. It is intended that periodic design review will be accomplished at roughly 30%, 60%, and 90% of completion of each task which the Engineer shall solicit authorization to proceed from. If changes are required, they shall be addressed at that time to be considered within scope.

Deliverables: Design memorandum illustrating all of the project coordination and what action was taken.

The estimated cost to perform and provide these services for this project: $800.00

The anticipated estimated engineering fees are as follows based upon 3,220 linear feet of curb reconstruction.

Task Number & Title	Estimated Fee
Task 1.0 – Surveying Services	$4,800.00
Task 2.0 – Conceptual Plans	$1,200.00
Task 3.0 – Curb and Gutter Improvements, Plans	$6,950.00
Task 4.0 – Utility Coordination	$1,200.00
Task 5.0 –Plans, Specifications and Estimates (PS&E)	$2,450.00
Task 6.0 – Project Coordination	$ 800.00
Sum:	*$17,400.00*

Scope of Services-Curb and Gutter (Micro Project # 2)

Engineer's services under this agreement are generally identified as the design and production of plans and specifications for the construction of curb and gutter improvements in association with construction within the tornado affected zones assigned to the JET team. The general scope of the project consists of the reconstruction of curb and gutter, sidewalk, street, and stormwater features, as well as the addition of new sidewalks. This particular project is described as follows:

> Remove and Replace 2,990 LF of Curb and Gutter Commencing on the northeast corner of Jackson Avenue and 21st Street, running west along the north side of 21st street to Bird Avenue, then running north along the east side of Bird Avenue, then running east along the south side of 20th Street to Jackson Avenue, then running south along the west side of Jackson Avenue. This includes the Curb and Gutter along the east and west side of Conner Avenue between 20th and 21st Street.

Tasks include:

Task 1.0 – Surveying Services:
Task includes Base mapping for the project area and shall be created from survey data (including geometrics and drainage facilities). The JET team will also perform records research at the City and County to acquire filed records of survey, corner records, subdivision maps and right-of-way drawings. Record survey measurements will be computed from the research records to establish right-of-way. In addition the following items will be identified in the surveying:

- Right-of-Way
- Easements
- Utilities (includes, but is not limited to Electric, Water, Gas, Communications, etc..)
- Existing Features (includes but is not limited to road profile, sidewalk, curb and gutter, storm structures, curb ramps, retaining walls, driveway approaches, etc...)

Deliverables: Digital base map to complete construction drawings and documents

The estimated cost to perform and provide these services for this project: $4600.00

Task 2.0 – Conceptual Plans:
Task includes coordination with GIS evaluation conducted under prior project to develop conceptual alternatives and graphically illustrate how the new curb and gutter system will work with the other elements of reconstruction such as street, stormwater, and sidewalks. In addition, important aspects will be identified in the process such as utility relocation, right of way needs, and drainage concerns. No construction documents will be prepared.

Deliverables: Plan sheet layout of the proposed curb and gutter improvements, incorporating additional improvements anticipated such as sidewalk and street.

The estimated cost to perform and provide these services for this project: $1100.00

Task 3.0 – Curb and Gutter Improvement, Plans:

Task includes preparation of plans and specifications for the improvements and modification of curb and gutter for subject project in conformance to conceptual layout agreed upon as part of Task 2.0, above. Specifically included, in no specific order, are:

A. Relocation and extension of existing storm sewerages which conflict with the proposed curb and gutter work.
B. Coordination with other roadway elements, e.g. utilities, stormwater, curb and gutter, street improvements with curb and gutter improvements and vice versa;
C. Show proposed improvements, illustrating elevations, extent of removals, and reconstruction elements, proposed sidewalks, proposed street modifications, proposed stormwater updates, proposed utility impacts, and proposed right of way needs, and proposed elements prepared by others such as adjacent zones and provided in AutoCAD 2014 format and PDF in a timely fashion;
D. Prepare and show required or desired proposed pavement markings;
E. Plans showing required demolition;
F. Preparation of an Estimate of Quantities and/or Engineer's Opinion of Construction Cost of task-related items once plans are issued.
G. Pavement, curb, and gutter design to include identification of necessary removals needed for construction of the proposed improvements, and identify curb elevations for construction.
H. Erosion Control Plans include preparation of plans and specifications as required to satisfy the requirements of the Federal Water Pollution Control Amendments of 1972 (also known as the Clean Water Act) and related State and City statutes and regulations.
I. Temporary Traffic Control Plans
J. Permitting identified and initiated during the phase (see Environmental Section)

It is anticipated that seven (7) working days will be required for completion of construction documents once all required information is provided.

It is anticipated that City review of this work will be required.

Deliverables: Completed Plan Set for Review, including Cover, Plan, Erosion Control, and Traffic Control.

The estimated cost to perform and provide these services for this project: $6250.00

Task 4.0 – Utility Coordination:

Task includes close coordination with each utility company to identify their utilities in the project area, and determine what action, if any needs to take place for relocation

Deliverables: Coordination Meeting with Utilities

The estimated cost to perform and provide these services for this project: $1200.00

Task 5.0 – Plans, Specifications, and Estimates (PS&E):
Plans, specifications, and estimate (PS&E) will be prepared. The preliminary PS&E scope of work is based on an assumed number of plans that are likely to be required for a complete set of construction documents.

Final documents shall incorporate comments and corrections made to the preliminary submittals. Once the final drawings, estimates and project special provisions are reviewed and approved by the Engineering Department, required documents in a form specified by the Project Engineer are to be submitted by JET to City.

A. Engineering drawings shall be produced and delivered in CD or other electronic format, specified by the City (sealed and signed).
B. Plans, Special Provisions, Bid Proposal, and Engineer's Cost Estimate shall be prepared using standard City and JET formats.
C. As part of bidding assistance JET shall respond to any project related questions during this phase.
D. Final Bid document package.

Deliverables: Plans, Specifications and Engineers Estimate

The estimated cost to perform and provide these services for this project: $2,250.00

Task 6.0 – Project Coordination:
Each project will coordinate with adjacent projects to ensure no overlap of work or redundancy takes place, in addition the coordination will ensure that there is a seamless transition between projects.

The project scope and compensation is proposed with the following assumptions, in no specific order:

A. The regulations and statutes of the City of Joplin, County of Jasper, and State of Missouri shall be the basis of design. Other applicable standards shall be provided by Owner if desired to be applicable.
B. It is intended that periodic design review will be accomplished at roughly 30%, 60%, and 90% of completion of each task which the Engineer shall solicit authorization to proceed from. If changes are required, they shall be addressed at that time to be considered within scope.

Deliverables: Design memorandum illustrating all of the project coordination and what action was taken.

The estimated cost to perform and provide these services for this project: $800.00

The anticipated estimated engineering fees are as follows based upon 2,990 linear feet of curb reconstruction.

Task Number & Title	Estimated Fee
Task 1.0 – Surveying Services	$4,600.00
Task 2.0 – Conceptual Plans	$1,100.00
Task 3.0 – Curb and Gutter Improvements, Plans	$6,250.00
Task 4.0 – Utility Coordination	$1,200.00
Task 5.0 – Plans, Specifications and Estimates (PS&E)	$2,250.00
Task 6.0 – Project Coordination	$ 800.00
Sum:	*$16,200.00*

Scope of Services
Sidewalk, Micro Projects # 1 & # 2

Engineer's services under this agreement are generally identified as the design and production of plans and specifications for the construction of sidewalk improvements in association with construction within the tornado affected zones assigned to the JET team. The general scope of the project consists of the reconstruction of curb and gutter, sidewalk, street, and stormwater features, as well as the addition of new sidewalks. For the sidewalk portion of the scope the following major tasks are identified to be implemented after project identification.

For this 'targeted' project, we have developed the scope and fee for two projects. Each project consists of 2-city blocks, with an estimated sidewalk quantity of 1600 for each block, or 3200 lf for each project.

Tasks include:

Task 1.0 – Surveying Services:
Task includes Base mapping for the project and shall be created from survey data (including geometrics and drainage facilities). The JET team will also perform records research at the City and County to acquire filed records of survey, corner records, subdivision maps and right-of-way drawings. Record survey measurements will be computed from the research records to establish right-of-way. For certain areas of sidewalk and curb and gutter replacement that are not technically difficult, survey data may not be needed. In certain areas where right of way locations are readily apparent, the scope of services for the detailed investigations into right of way location may be reduced.

Task 2.0 – Conceptual Plans:
Task includes coordination with GIS evaluation conducted under prior project to develop conceptual alternatives and graphically illustrate how the new sidewalk and curb ramps will work with the other elements of reconstruction such as street, stormwater, and curb and gutter. In addition, important aspects will be identified in the process such as utility relocation, right of way needs, and drainage concerns. No construction documents will be prepared.

Task 3.0 – Sidewalk and Curb Ramp Improvement, Plans:
Task includes preparation of plans and specifications for the improvements and modification of sidewalk and curb ramps for each project in the tornado affected zones assigned to the JET Team in conformance to conceptual layout agreed upon as part of Task 2.0, above.
Improvement plans for the sidewalk and curb ramps will include adjoining drive entrances and alley entrances. Plans for the sidewalks and curb ramps will be developed to meet current ADA standards. Specifically included, in no specific order, are:

A. Relocation and extension of existing storm sewerages which conflict with the proposed curb and gutter work
B. Coordination with other roadway elements, e.g. utilities, stormwater, curb and gutter, street improvements with curb and gutter improvements and vice versa;
C. Show proposed improvements, illustrating elevations, extent of removals, and reconstruction elements, proposed sidewalks, proposed street modifications, proposed stormwater updates, proposed utility impacts, and proposed right of way needs, and proposed elements prepared by others such as adjacent zones and provided in AutoCAD 2014 format and PDF in a timely fashion;
D. Prepare and show required or desired proposed pavement markings;

E. Plans showing required demolition;
F. Preparation of an Estimate of Quantities and/or Engineer's Opinion of Construction Cost of task-related items once plans are issued.
G. Sidewalk and ramp design.
H. Erosion Control Plans include preparation of plans and specifications as required to satisfy the requirements of the Federal Water Pollution Control Amendments of 1972 (also known as the Clean Water Act) and related State and City statutes and regulations.
I. Temporary Traffic Control Plans
J. Permitting identified and initiated during the phase (see Environmental Section)

It is anticipated that seven (7) working days will be required for completion of construction documents once all required information is provided.

It is anticipated that City review of this work will be required.

Task 4.0 – Utility Coordination and Relocation Plans:
Task includes identification and subsequent preparation of plans and specifications for the relocation of utility facilities. This will include close coordination with each utility company to identify the best practices, and most efficient practice in relocating their facilities.

Task 5.0 – Plans, Specifications, and Estimates (PS&E):
Plans, specifications, and estimate (PS&E) will be prepared. The preliminary PS&E scope of work is based on an assumed number of plans that are likely to be required for a complete set of construction documents.

Final documents shall incorporate comments and corrections made to the preliminary submittals. Once the final drawings, estimates and project special provisions are reviewed and approved by the Engineering Department, required documents in a form specified by the Project Engineer are to be submitted by JET to City.

A. Engineering drawings shall be produced and delivered in CD or other electronic format, specified by the City (sealed and signed).
B. Plans, Special Provisions, Bid Proposal, and Engineer's Cost Estimate shall be prepared using standard City and JET formats.
C. As part of bidding assistance JET shall respond to any project related questions during this phase.
D. Final Bid document package.

Task 6.0 – Project Coordination:
Each project will coordinate with adjacent projects to ensure no overlap of work or redundancy takes place, in addition the coordination will ensure that there is a seamless transition between projects.

The project scope and compensation is proposed with the following assumptions, in no specific order:

A. The regulations and statutes of the City of Joplin, County of Jasper, and State of Missouri shall be the basis of design. Other applicable standards shall be provided by Owner if desired to be applicable.
B. It is intended that periodic design review will be accomplished at roughly 30%, 60%, and 90% of completion of each task which the Engineer shall solicit authorization to

proceed from. If changes are required, they shall be addressed at that time to be considered within scope.

The anticipated estimated engineering fees are as follows based upon 3200 feet of sidewalk reconstruction.

Task Number & Title	Estimated Fee
Task 1.0 – Surveying Services	$3,000.00
Task 2.0 – Conceptual Plans	$3,000.00
Task 3.0 – Sidewalk and Curb Ramp Improvements, Plans	$8,000.00
Task 4.0 – Utility Coordination and Relocation	$1,000.00
Task 5.0 – Plans, Specifications, & Estimates	$2,000.00
Task 6.0 – Project Coordination	$1,000.00
Sum:	*$18,000.00*

The above fee can be applied to each targeted project as they are very similar. Therefore, the grand total for the target projects would be $36,000.00.

Scope of Services-Stormwater (Micro Project # 1) Iowa Avenue Branch – 19th to 15th

Project Description
The Iowa Avenue Branch is located between Minnesota Avenue and Iowa Avenue and between 15th Street and 19th Street in Joplin, Missouri. The 1600-feet of existing channel is a reinforced concrete rectangular channel with culvert crossings at 15th Street, 17th Street, and 18th Street. Floodplain mapping available through FEMA shows much of the adjacent property is within the floodplain and floodway.

The goal of the project is to replace the existing concrete channel and culverts with a new section that is capable of conveying the 25-year design storm within the channel and at existing roadway crossings. Less frequent storms such as the 50-year and 100-year design storm will be analyzed to determine the floodplain limits outside of the existing channel.

In conjunction with the concrete channel replacement, the sanitary sewer adjacent to the channel will be replaced. Coordination of the sanitary sewer design and channel design will occur throughout the project.

Tasks Include

Task 1.0 - Data Collection

A. Survey
   a. A detailed topographic survey will be performed along the project limits and shall include physical improvements such as concrete channel, curb, pavement, retaining walls, sanitary sewer manhole rims, inverts, pipe type and size, storm sewer structures, inverts, pipe type and size, box culverts, fences, buildings, sidewalk, vegetation, etc. In addition ground shots will be collected along top and toe of bank, flowline, as well as other changes in grade to accurately depict contours at 1-foot vertical intervals.
   b. Complete field survey on up to three channel cross sections upstream and three channel sections downstream of the project reach
   c. A Missouri Utility One-Call will be performed and the marked utilities will be picked up with the topographic survey
   d. Consultant will research plants, deeds, easements, and any other documents required to establish property and Right-of-Way boundary information in the base mapping.
   e. The Consultant will develop an AutoCAD drawing that combines the GIS data sets and topographic survey.
   f. Surveys will be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83-Central Zone – US Survey Foot.
   g. Collect record drawings and plats of existing subdivisions.
B. GIS data
   a. City will provide GIS data including aerials and 1' LIDAR based contours, as well as layers shown the approximate locations of property lines, and storm and

sanitary sewer infrastructure. City will also provide mapping of City utilities showing the location of water, gas, and electric lines, etc.

C. Previous studies
   a. City will provide any previous studies or analysis completed for the project area. Studies will include FEMA flood insurance studies (current effective HEC-RAS and HEC-HMS models), environmental assessments, and mapping.
D. Ownership information
   a. The Consultant shall research ownership deeds and encumbrance documents through County records for properties adjacent to the area impacted by the project.

Task 2.0 -Conceptual Design

A. Attend a pre-design meeting.
B. Develop design criteria for the project and prepare design memorandum for City review.
C. Develop a detailed project schedule.
D. Hydrology and Hydraulic Analysis.
   a. Prepare a watershed and drainage boundary map for the project area.
   b. Review existing and ultimate development land uses for all watershed and sub-basin areas draining onto the project.
   c. Complete a hydrologic and hydraulic models of the project area to determine system improvements needed within the project reach.
E. Alternative Analysis.
   a. Review up to three design alternatives.
   b. Provide a recommended design alternative to the City for review.
      i. Prepare necessary exhibits for concept alternatives reviewed and the recommended alternative in further detail.
      ii. Provide a preliminary opinion of probable construction costs.
   c. Meet with City to discuss design alternatives.

Task 3.0 -Preliminary Plan Development

A. Preliminary Plans.
   a. Preliminary plans for the project shall be developed and will include the following sheets:
      i. Cover
      ii. General Layout Plan
      iii. Plan and Profile
      iv. Cross Sections
      v. Details of key improvements
   b. Drawings will be prepared in accordance with the City's drawing standards.
   c. Conduct a QA/QC review of the preliminary plans, hydrologic and hydraulic analysis.
   d. Attend a design progress meeting with the City.
   e. Coordinate a utility coordination meeting with all utilities within the project corridor.
      i. Send utilities a preliminary plan set to review the proposed project.
      ii. Facilitate utility meeting and prepare meeting minutes of the meeting.

B. Right-of-way and Easements.
   a. Identify all right-of-way and easements required for the project.
   b. Prepare easement documents for the project. Easement descriptions will be incorporated into the City's standard easement forms. A pictorial exhibit of the easement and affected parcel will be attached to the easement document. All necessary title work will be provided by the City.
C. Opinion of Probable Construction Costs.
   a. Provide an opinion of probable construction costs.
D. Field check meeting.
   a. The Consultant shall attend an on-site field check meeting with City staff to review the preliminary design and proposed improvements.

Task 4.0 -Permitting

A. Several permits will be required throughout the project. The Consultant shall assist the City in obtaining the necessary permits which shall include preparing all correspondence and attending meetings to discuss the project, preparing the necessary exhibits, documentation and permit applications for the work. Application fees shall be paid for by the city and are not included within the reimbursable expenses for the project. The following permits are anticipated for the project.
   a. United States Corps of Engineers (USACE) Nationwide Permit. If during discussions and consultations with USACE an Individual Permit is needed for the project, the Consultant shall provide the City with a separate supplement to complete this work. The fee for this project has been prepared assuming a nationwide permit for the project can be obtained.
   b. Federal Emergency Management Agency (FEMA) Letter of Map Revision (LOMR). Most of the project is within a FEMA regulated floodplain may require that changes to the floodway and floodplain be reviewed and documented by FEMA. These services are excluded from this scope.
   c. Missouri Department of Natural Resources Land Disturbance Permit

Task 5.0 -Public Involvement

A. Provide data and assist City in one open house style public meeting.

Task 6.0 -Final Plan Development

A. Final Plans
   a. Preliminary plans shall be revised to incorporate written comments from the City and other agencies and stakeholders.
   b. The final plans shall include preliminary plans content plus an erosion control plan, traffic control plan, and additional details for bid and construction.
   c. Schedule and facilitate a utility coordination meeting for the project
      i. Send a final plan set to all utility companies
   d. Prepare project specifications and special provisions
   e. Update and revise the opinion of probably construction costs
   f. Prepare a Stormwater Pollution Prevention Plan (SWPPP)
   g. Provide a QA/QC review of the final plans, specifications, opinion of probable construction costs

Task 7.0 – Plans, Specifications, and Estimates (PS&E):
Plans, specifications, and estimate (PS&E) will be prepared. The preliminary PS&E scope of work is based on an assumed number of plans that are likely to be required for a complete set of construction documents.

Final documents shall incorporate comments and corrections made to the preliminary submittals. Once the final drawings, estimates and project special provisions are reviewed and approved by the Engineering Department, required documents in a form specified by the Project Engineer are to be submitted by JET to City.

A. Engineering drawings shall be produced and delivered in CD or other electronic format, specified by the City (sealed and signed).
B. Plans, Special Provisions, Bid Proposal, and Engineer's Cost Estimate shall be prepared using standard City and JET formats.
C. As part of bidding assistance JET shall respond to any project related questions during this phase.
D. Final Bid document package.

The anticipated estimated engineering fees are as follows based upon 1,600 feet of channel and culvert replacement.

Task Number & Title	Estimated Fee
Task 1.0 – Data Collection	$ 2,700.00
Task 2.0 – Conceptual Design	$13,500.00
Task 3.0 – Preliminary Plan Development	$33,750.00
Task 4.0 – Permitting	$13,500.00
Task 5.0 – Public Involvement	$ 6,750.00
Task 6.0 – Final Plan Development	$33,750.00
Task 7.0 – Plans, Specifications and Estimates (PS&E)	$13,500.00
	Sum: $117,450.00

Scope of Services- (Micro Project # 2) Mohaska Water Quality Basin

Project Description

The proposed Mohaska water quality basin is generally located near the intersection of Mohaska Avenue and Jackson Avenue in Joplin, Missouri. Floodplain mapping available through FEMA shows much of the adjacent property is within the floodplain and floodway.

The goal of the project is to construct a water quality basin to improve water quality within the watershed. The anticipated basin is expected to be an extended dry detention facility with pocket wetlands that will be used to treat the stormwater runoff.

In conjunction with the water quality basin, property acquisition will need to be completed within the project vicinity. Property acquisition is outside the scope of this project, but will be conducted through a separate contract. Coordination of the property acquisition and design of the water quality basin will need to occur throughout the project.

Tasks Include

Task 1.0 - Data Collection

A. Survey
   a. A detailed topographic survey will be performed along the project limits and shall include physical improvements such as concrete channel, curb, pavement, retaining walls, sanitary sewer manhole rims, inverts, pipe type and size, storm sewer structures, inverts, pipe type and size, box culverts, fences, buildings, sidewalk, vegetation, etc. In addition ground shots will be collected along top and toe of bank, flowline, as well as other changes in grade to accurately depict contours at 1-foot vertical intervals.
   b. Complete field survey on up to three channel cross sections upstream and three channel sections downstream of the project reach
   c. A Missouri Utility One-Call will be performed and the marked utilities will be picked up with the topographic survey
   d. Consultant will research plats, deeds, easements, and any other documents required to establish property and Right-of-Way boundary information in the base mapping.
   e. The Consultant will develop an AutoCAD drawing that combines the GIS data sets and topographic survey.
   f. Surveys will be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83-Central Zone – US Survey Foot.
   g. Collect record drawings and plats of existing subdivisions.
B. GIS data
   a. City will provide GIS data including aerials and 1' LIDAR based contours, as well as layers shown the approximate locations of property lines, and storm and sanitary sewer infrastructure. City will also provide mapping of City utilities showing the location of water, gas, and electric lines, etc.

C. Previous studies
    a. City will provide any previous studies or analysis completed for the project area. Studies will include FEMA flood insurance studies (current effective HEC-RAS and HEC-HMS models), environmental assessments, and mapping.
D. Ownership information
    a. The Consultant shall research ownership deeds and encumbrance documents through County records for properties adjacent to the area impacted by the project.

Task 2.0 - Conceptual Design

A. Attend a pre-design meeting
B. Develop design criteria for the project and prepare design memorandum for City review
C. Develop a detailed project schedule
D. Hydrology and Hydraulic Analysis
    a. Prepare a watershed and drainage boundary map for the project area.
    b. Review existing and ultimate development land uses for all watershed and sub-basin areas draining onto the project.
    c. Complete a hydrologic and hydraulic model of the project area to determine system improvements needed within the project reach.
E. Alternative Analysis
    a. Review up to three design alternatives.
    b. Provide a recommended design alternative to the City for review.
        i. Prepare necessary exhibits for concept alternatives reviewed and the recommended alternative in further detail.
        ii. Provide a preliminary opinion of probable construction costs.
    c. Meet with City to discuss design alternatives.

Task 3.0 - Preliminary Plan Development

A. Preliminary Plans
    a. Preliminary plans for the project shall be developed and will include the following sheets:
        i. Cover
        ii. General Layout Plan
        iii. Plan and Profile
        iv. Cross Sections
        v. Details of key improvements
    b. Drawings will be prepared in accordance with the City's drawing standards.
    c. Conduct a QA/QC review of the preliminary plans, hydrologic and hydraulic analysis.
    d. Attend a design progress meeting with the City.
    e. Coordinate a utility coordination meeting with all utilities within the project corridor.
        i. Send utilities a preliminary plan set to review the proposed project.
        ii. Facilitate utility meeting and prepare meeting minutes of the meeting.
B. Right-of-way and Easements
    a. Identify all right-of-way and easements required for the project.

b. Prepare easement documents for the project. Easement descriptions will be incorporated into the City's standard easement forms. A pictorial exhibit of the easement and affected parcel will be attached to the easement document. All necessary title work will be provided by the City.

C. Opinion of Probable Construction Costs
   a. Provide an opinion of probable construction costs.

D. Field check meeting
   a. The Consultant shall attend an on-site field check meeting with City staff to review the preliminary design and proposed improvements.

Task 4.0 - Permitting

A. Several permits will be required throughout the project. The Consultant shall assist the City in obtaining the necessary permits which shall include preparing all correspondence and attending meetings to discuss the project, preparing the necessary exhibits, documentation and permit applications for the work. Application fees shall be paid for by the city and are not included within the reimbursable expenses for the project. The following permits are anticipated for the project.
   a. United States Corps of Engineers (USACE) Nationwide Permit. If during discussions and consultations with USACE an Individual Permit is needed for the project, the Consultant shall provide the City with a separate supplement to complete this work. The fee for this project has been prepared assuming a nationwide permit for the project can be obtained.
   b. Federal Emergency Management Agency (FEMA) Letter of Map Revision (LOMR). Most of the project is within a FEMA regulated floodplain may require that changes to the floodway and floodplain be reviewed and documented by FEMA. These services are excluded from this scope.
   c. Missouri Department of Natural Resources Land Disturbance Permit

Task 5.0 - Public Involvement

A. Provide data and assist City in one open house style public meeting.

Task 6.0 - Final Plan Development

A. Final Plans
   a. Preliminary plans shall be revised to incorporate written comments from the City and other agencies and stakeholders.
   b. The final plans shall include preliminary plans content plus an erosion control plan, traffic control plan, and additional details for bid and construction.
   c. Schedule and facilitate a utility coordination meeting for the project.
      i. Send a final plan set to all utility companies.
   d. Prepare project specifications and special provisions.
   e. Update and revise the opinion of probably construction costs.
   f. Prepare a Stormwater Pollution Prevention Plan (SWPPP).
   g. Provide a QA/QC review of the final plans, specifications, and opinion of probable construction costs.

Task 7.0 – Plans, Specifications, and Estimates (PS&E):

Plans, specifications, and estimate (PS&E) will be prepared. The preliminary PS&E scope of work is based on an assumed number of plans that are likely to be required for a complete set of construction documents.

Final documents shall incorporate comments and corrections made to the preliminary submittals. Once the final drawings, estimates and project special provisions are reviewed and approved by the Engineering Department, required documents in a form specified by the Project Engineer are to be submitted by JET to City.

A. Engineering drawings shall be produced and delivered in CD or other electronic format, specified by the City (sealed and signed).
B. Plans, Special Provisions, Bid Proposal, and Engineer's Cost Estimate shall be prepared using standard City and JET formats.
C. As part of bidding assistance JET shall respond to any project related questions during this phase.
D. Final Bid document package.

The anticipated estimated engineering fees are as follows:

Task Number & Title	Estimated Fee
Task 1.0 – Data Collection	$ 1,800.00
Task 2.0 – Conceptual Design	$ 9,000.00
Task 3.0 – Preliminary Plan Development	$22,500.00
Task 4.0 – Permitting	$ 9,000.00
Task 5.0 – Public Involvement	$ 4,500.00
Task 6.0 – Final Plan Development	$22,500.00
Task 7.0 – Plans, Specifications and Estimates (PS&E)	$ 9,000.00
	Sum: $78,300.00

Scope of Services- Stormwater Surveying

Engineer's services under this agreement are generally identified as the design and production of plans and specifications for the construction of infrastructure improvements within the recovery area zones assigned to the JET team. The general scope of the project consists of the reconstruction of curb and gutter, sidewalk, street, and stormwater features. The following major tasks outline the surveying scope of services for stormwater projects to be provided for the following projects.

- Ditch Improvements - 24th & Connecticut to 20th & St. Louis
- New Culvert - 20th & New Hampshire
- Water Quality - Wet Basin on Vermont between 15th & Murphy Blvd
- Pipes & Inlets - 15th & Michigan Area
- New Pipes & Inlets - 15th & Illinois
- Ditch North of 26th & Kansas
- Iowa Avenue Branch - 19th to 15th
- Main to Iowa - 15th to 19th
- Missouri & 26th & 27th / All to 24th
- Garvin Park
- Tin Cup Creek East Fork
- Mohaska Water Quality Basin
- Sergeant - 21st to 29th plus 22nd, 23rd & 24th Side Streets
- Murphy Ave from 21st to 25th, plus 22nd, 23rd & 24th Side Streets
- Cunningham Park Drain south through Old St. John's
- Culverts from 28th & Main to 27th and Pearl

Meetings will be held with the City and other agencies to identify issues and alternatives at the start of the project, project coordination and progress meetings, meetings with other agencies to discuss and review potential impacts and gain concurrence for proposed actions.

Tasks include:

Task 1.0 – Project Control:
Task includes establishing horizontal and vertical survey control throughout the zones assigned to the JET team. This will consist of approximately 12 primary control points that will be utilized for all survey activities for this project and from which all intermediate survey control will be established. The project control will be established from existing United States Geological Survey (USGS) control points located within the City of Joplin. The horizontal project control will be based on the Missouri State Plane Coordinate System of 1983 and the vertical project control will be based on the North American Vertical Datum of 1988 (NAVD88). Reference sheets listing all pertinent data of the primary control points established for this project will be provided to the City of Joplin for incorporation into the public record.

Task 2.0 – Utility Locates Coordination:
Task includes coordination of utility locate requests to Missouri One-Call. This task also includes direct coordination with the utility owners to request utility locates, line sizes and types and line

depths. In addition, utility owners may be requested to provide hard copy or electronic maps showing the location of their respective utilities.

Task 3.0 – Engineering Surveys:
Task includes the collection of survey data necessary for the proposed engineering design. The amount of detail for data to be collected at each project area will be determined by the JET team project engineers.
These tasks include but are not limited to the following:

A. Establish intermediate survey control at the project site.
B. Provide field surveys to establish the location and elevations of existing features such as streets, curb & gutter, sidewalks, signage, structures, size and type of stormwater/drainage structures as well as other substantial features observed in the process of conducting the survey.
C. Field locate above ground utilities, visible evidence underground utilities and utility markings provided by the utility owners.

Task 4.0 – Boundary / Right-of-Way Line Determination:
Task includes the determination of right-of-way lines and parcel boundaries when deemed necessary as a part of the project design. This will consist of office research, collection of field data and office calculations.

Task 5.0 – Easement, Exhibits & Right-of-Way Taking Descriptions:
Task includes the preparation of easement and right-of-way descriptions when necessary as a part of the project design. The descriptions will be based on the right-of-way and parcel boundaries determined as a part of Task 4.0. All descriptions will be accompanied by an exhibit to help streamline the review and negotiation process and which can be used as an attachment to the recorded easement or right-of-way taking document.

The project scope and compensation is proposed with the following assumptions, in no specific order:

A. The survey regulations and statutes of the City of Joplin, County of Jasper, and State of Missouri shall be followed during the process of this survey. All work performed as a part of this project will be under the direct supervision of a professional land surveyor licensed to perform work in the State of Missouri.
B. Title commitments shall be provided by the City of Joplin.

The anticipated estimated engineering fees are as follows:

Task Number & Title	Fixed Fee
Task 1.0 – Project Control	$ 20,000.00
Task 2.0 – Utility Locates Coordination	$ 7,000.00
Task 3.0 – Engineering Surveys	$226,000.00
Task 4.0 – Boundary / Right-of-Way Determination	$ 45,000.00
Task 5.0 – Easement, Exhibits & Right-of-Way Descriptions	$ 7,000.00
Sum:	*$305,000.00*

SCOPE OF SERVICES-NEPA Documentation for Sidewalks, Curb and Gutter, Stormwater Infrastructure

Engineer's Services: Documentation and environmental compliance consistent with the requirements of the National Environmental Policy Act (NEPA) must be completed for the design and construction of sidewalks, curb and gutters, and stormwater infrastructure in targeted project areas. Specifically, the areas of reconstruction that are addressed in this scope of work to be completed for NEPA documentation include the portions of the city as defined by the CDBG map. The environmental documentation addresses only the actions for design and construction of sidewalks, curb and gutter, and stormwater infrastructure, although other infrastructure design and construction in the same areas may occur in the future.

Meetings will be held with the City and other agencies to identify issues and alternatives at the start of the project, project coordination and progress meetings, meetings with other agencies to discuss and review potential impacts and gain concurrence for proposed actions.

The assessment of potential environmental impacts resulting from the design and construction of new sidewalks, curb and gutter, and stormwater infrastructure in the target area may have impacts to the environment, such as unearthing hazardous substances (naturally-occurring), unstable geologic conditions, erodible soils, or other potential below ground features, resulting from excavation and other ground disturbances. The NEPA documentation that is the focus of this scope of work will be an Environmental Assessment (EA) that will satisfy the requirements of NEPA and the HUD and CDBG environmental review process. The JET team understands that the City of Joplin is responsible for the final review and approval of the EA and this will help in obtaining information, facilitating community involvement, and achieving project milestones.

The project will require the following major tasks:

Task 1.0 - Review of existing databases and other information sources
Task includes compilation and review of existing information regarding the project area as it will apply to potential environmental impacts, including information from the City, State and Federal resources, and previous work that has been completed. This will enable the project team to evaluate and review the adequacy of existing and available information, identify data gaps, and complete preliminary review of site conditions and potential environmental impacts.

Task 2.0 - Letters to appropriate agencies requesting information
Task includes the initiation and follow through of communications with State and Federal agencies to obtain clearances for Cultural and Historical Resources, Threatened and Endangered Species, Floodplains, Farmlands, Hazardous Waste Sites, and other relevant environmental information. Coordination letters will be sent to the Missouri State Historical Preservation Office (SHPO), the Missouri Department of Natural Resources, the Missouri Department of Conservation, The U.S. Fish and Wildlife Service, the USDA Natural Resources Conservation Service, and the Federal Emergency Management Administration to obtain information on or clearances in regard to the presence or absence of possible resources that could be impacted.

Task 3.0 - Alternatives Analysis
Task will include evaluation of potential alternatives developed for the project, including the "No Action Alternative" to assess potential impacts resulting from differing strategies for sidewalk,

curb and gutter, and stormwater infrastructure construction. Alternatives and Project Modifications Considered [24 CFR 58.40(e), Ref. 40 CFR 1508.9] requires identification of other reasonable courses of action that were considered and not selected, including other actions or design strategies, or other uses of target sites or areas. For this EA, one build alternative will be carried forward to be evaluated in detail. A description of the benefits and adverse impacts to the human environment of each alternative and the reasons for rejecting it must be included, including an evaluation of a No Action Alternative [24 CFR 58.40(e)] which entails discussion of the benefits and adverse impacts to the human environment of not implementing the preferred alternative.

Task 4.0 - Site Visits

This task includes site reconnaissance for photo documentation of affected areas, wetlands and streams determinations, assessment of potential hazards, presence and condition of existing structures, and assessment of potential natural resources that could be impacted by the project. Inasmuch as most of the area has historically been urban use, potential impacts are anticipated to be relative to stormwater management that could be associated with curb and gutter and stormwater infrastructure, particularly in streams or drainages in the area that could be affected, as well as wetlands. If new infrastructure will require structures within or alterations of streams, wetlands or other water bodies, coordination with the U.S. Army Corps of Engineers will be necessary.

Task 5.0 - Evaluation of Mitigation Measures

This task involves review of potential mitigation measures that may be recommended [as required by 24 CFR 58.40(d), 40 CFR 1508.20] for potential impacts to environmental resources, or for disruption to City services, traffic, or commercial and residential land use during and after construction. This task will identify and evaluate potential mitigation measures that are appropriate for possible impacts.

Task 6.0 - Community Involvement

Community involvement is a requirement of NEPA projects to inform residents and other stakeholders of the proposed action and possible alternatives, and to solicit feedback regarding concerns, added ideas, or awareness of potential impacts to the environment. This task assumes one public meetings and solicitation of feedback from stakeholders.

Task 7.0 - Draft Environmental Assessment Report

Task involves the production of the Draft EA Report, including the findings of tasks 1 through 7 above. The EA will follow the guidelines of the NEPA Environmental Assessment Checklist (Environmental Review Guide HUD CPD 782, 24 CFR 58.40; Ref. 40 CFR 1508.8 &1508.27). This process evaluates the significance of the effects of the proposal on the character, features and resources of the project area. For each factor considered and assessed, relevant base data and verifiable source documentation is evaluated to support the findings of the EA. To provide clarity of the evaluation process, an appropriate impact code from the following list is used to make a determination of impact. The Impact Codes are:

(1) - No impact anticipated;
(2) - Potentially beneficial;
(3) - Potentially adverse;
(4) - Requires mitigation;
(5) - Requires project modification.

In this process, the names, dates of contacts, telephone numbers and page references are documented for the final EA report. Additional materials are reviewed and included in the report as appropriate. In completion of the EA, the following information must be assessed and documented.

A. Land Restoration and Development: Land restoration and development is a fundamental aspect of the HUD NEPA evaluation and documentation. Typical factors to be assessed include:
   a. Review and conformance of site work with all applicable laws and regulations.
   b. Compatibility with existing or planned urban development.
   c. Analysis of land features for development including:
      i. Slope
      ii. Erosion potential/hazards
      iii. Soil suitability
      iv. Geologic features
   d. Assessment of hazards and nuisances.
   e. Analysis of visual quality and features.

B. Socioeconomic: Socioeconomic assessment addresses potential impacts to the existing population resulting from the proposed project. Factors to be assessed include:
   a. Assessment of demographics – changes and future uses
   b. Displacement of existing population
   c. Employment and income patterns

C. Community Facilities and Services: Potential impacts to community facilities or services in the target and nearby areas, including both positive and negative impacts during and after construction, must be addressed in the EA, including:
   a. Education
   b. Commercial
   c. Health Care and Social Services
   d. Solid waste
   e. Water supply
   f. Stormwater and wastewater
   g. Public Safety
   h. Open space and recreation
   i. Transportation

D. Natural Features: Assessment of the natural environment, even in urban communities, is a fundamental component and requirement of the NEPA process. Factors to be considered include:
   a. Water resources, including necessary impacts and permits
   b. Surface water impacts, including necessary permits
   c. Unique natural features and farmland
   d. Vegetation and wildlife, including provisions of existing regulations
   e. Other Factors: Other factors often become critical issues during the EA review and must be assessed for potential impacts. Some factors require specific detailed analysis procedures, including flood potential and floodplain analysis (8-step floodplain planning process)

The Draft EA document will be produced resulting from the assessment of each of these factors, and others that may be identified during the scoping and community involvement process.

Task 8.0 - Draft EA Report Review and Response to Comments
This task will involve response to comments from the City and other reviewers of the Draft EA Document.

Task 9.0 - Final Environmental Assessment
Task 10 is the production of the Final EA Report, including incorporation of reviewer comments, supporting documentation in the form of correspondence and maps, and all information necessary and appropriate for final of the EA document. Upon completion, the Final EA Report will be submitted to the City for submission to HUD and release of funding.

Task 10.0 - Project Management
This task involves project management by the JET team for efficient and effective completion of the EA. Project management includes daily communications with the City, project tracking of budget and schedule to assure compliance with City requirements, assignment of project staff and resource allocation, and quality assurance during the EA process.

ESTIMATED PROJECT COST
The estimated project cost for the NEPA (EA) documentation for Joplin CBDG Infrastructure Restoration project involving sidewalks, curb and gutter, stormwater infrastructure is **$148,400.00**. The anticipated estimated engineering fees are as follows:

Task Number & Title	Estimated Fee
Task 1.0 - Review of existing databases and other information sources	$ 12,300.00
Task 2.0 - Letters to appropriate agencies requesting information	$ 3,500.00
Task 3.0 - Alternatives Analysis	$ 12,000.00
Task 4.0 - Site Visits	$ 27,300.00
Task 5.0 - Evaluation of Mitigation Measures	$ 12,900.00
Task 6.0 - Community Involvement	$ 8,500.00
Task 7.0 - Draft Environmental Assessment Report	$ 32,700.00
Task 8.0 - Draft EA Report Review and Response to Comments	$ 9,200.00
Task 9.0 - Final Environmental Assessment	$ 13,500.00
Task 10.0 - Project Management	$ 16,500.00

This estimated cost is based on the tasks described above and the assumptions listed below.

Assumptions
1. One community involvement meeting.
2. One review of the Draft EA Document and respective response to comments, and amendment of the EA Document.
3. No detailed studies for threatened and endangered species, or for cultural resources, will be needed for the EA.
4. No detailed studies of noise impacts or air quality will be needed.
5. No detailed studies of asbestos or lead contamination will be needed.
6. No detailed geotechnical investigations will be needed.

Summary of Fees

Project Title	Estimated Fee
Design Strategy Guide	$470,000.00
Curb & Gutter – Micro Project # 1	$ 17,400.00
Curb & Gutter – Micro Project # 2	$ 16,200.00
Sidewalk – Micro Project # 1	$ 18,000.00
Sidewalk – Micro Project # 2	$ 18,000.00
Stormwater – Micro Project # 1	$117,450.00
Stormwater – Micro Project # 2	$ 78,300.00
Stormwater Surveying	$305,000.00
NEPA Documentation (Stormwater, Sidewalks and Curb & Gutter)	$148,400.00
Grand Total	**$1,188,750.00**

***We propose to provide this scope of services on a fixed fee basis of $1,188,750.00.**

CJW Generalized Fee Schedule
2014 - 2016

	Hourly Rates		
Staff Classification	2014	2015	2016
Principal	$152.00	$157.00	$162.00
Senior Engineer	$135.00	$139.00	$143.00
Project Engineer	$95.00	$98.00	$101.00
Engineer Intern	$65.00	$67.00	$69.00
Project Manager	$75.00	$77.00	$79.00
Inspector	$70.00	$72.00	$74.00
Senior Designer	$75.00	$77.00	$79.00
Senior Designer II	$70.00	$72.00	$74.00
Survey Manager / PLS	$79.00	$81.00	$83.00
Survey Crew Chief	$65.00	$67.00	$69.00
Survey Crew Member	$53.00	$55.00	$57.00
2 Person Survey Crew	$118.00	$122.00	$126.00
3 Person Survey Crew	$171.00	$176.00	$181.00
4 Person Survey Crew	$224.00	$231.00	$238.00
Traffic Data Collector	$25.00	$26.00	$27.00
Engineering Technician	$55.00	$57.00	$59.00
Administrator	$30.00	$31.00	$32.00
Clerical	$25.00	$26.00	$27.00

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

Tri-State Engineering, INC
HOURLY RATES

Employee Type	2014	2015	2016
Engineer Principal	$180.00	$185.00	$191.00
Managing Eng	$155.00	$160.00	$165.00
Assistant Project Manager	$110.00	$114.00	$117.00
Prof. Engineer I	$135.00	$139.00	$143.00
Prof. Engineer II	$115.00	$119.00	$122.00
Engineer Intern	$85.00	$88.00	$91.00
Prof. Surveyor I	$140.00	$144.00	$149.00
Prof. Surveyor II	$100.00	$103.00	$106.00
Survey Manager	$90.00	$93.00	$96.00
Survey Party Chief	$80.00	$82.00	$85.00
Surveyor's Aide I	$60.00	$62.00	$64.00
Surveyor's Aide II	$45.00	$47.00	$48.00
GPS Equipment	$35.00	$36.00	$37.00
Chief Designer	$95.00	$98.00	$101.00
Designer I	$85.00	$88.00	$91.00
Designer II	$75.00	$77.00	$80.00
Engineering Tech I	$63.00	$65.00	$67.00
Engineering Tech II	$53.00	$55.00	$57.00
Resident Project Representative I	$115.00	$119.00	$122.00
Resident Project Representative II	$85.00	$88.00	$90.00
Resident Project Representative II	$65.00	$67.00	$69.00
GIS Specialist	$75.00	$77.00	$80.00
GIS Technician I	$60.00	$62.00	$64.00
Field Service Tech	$75.00	$77.00	$80.00
Secretary	$40.00	$41.00	$43.00
Appraiser	$105.00	$108.00	$111.00
Right of Way Agent I	$95.00	$98.00	$101.00
Public Relations Specialist	$85.00	$88.00	$91.00
Traffic Technician I	$80.00	$82.00	$85.00
Expert Witness	$210.00	$216.00	$223.00
Arbitrator/Mediator	$210.00	$216.00	$223.00

TranSystems

TranSystems Corporation
Schedule of Hourly Rates for 2014
Kansas City Office

Classification	Rate	Classification	Rate
Principal/Civil Engineer V	$275	Industry Specialist III	$140
Civil Engineer IV	$200	Industry Specialist IV	$220
Civil Engineer Manager	$160	Industry Specialist V	$275
Civil Engineer III	$160	Inspector V	$225
Civil Engineer II	$120	Inspector IV	$120
Civil Engineer I	$96	Inspector III	$88
Architect IV	$190	Inspector II	$72
Architect II	$92	Marketing Mgr.	$275
Planner II	$98	Marketing Administrator II	$140
Scientist II	$88	Administrator Mgr.	$225
Technician V	$150	Administrator II	$120
Technician IV	$115	Administrator I	$88
Technician III	$94		
Technician II	$78	Surveyor IV	$109
Technician I	$65	Surveyor III	$90
Principal/ Structural Engineer V	$280	Surveyor II	$67
Structural Engineer Manager	$170	Surveyor I	$53
Structural Engineer IV	$200	Two- Person Survey Crew	$133
Structural Engineer III	$170	Three- Person Survey Crew	$187
Structural Engineer II	$125		

- Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
- Vehicle mileage to be paid at the current IRS rate per mile.

TranSystems

TranSystems Corporation
Schedule of Hourly Rates for 2015 for
Joplin, MO – CDBG-DR2

Classification	Rate	Classification	Rate
Principal/Civil Engineer V	$283	Industry Specialist III	$144
Civil Engineer IV	$206	Industry Specialist IV	$227
Civil Engineer Manager	$165	Industry Specialist V	$283
Civil Engineer III	$165	Inspector V	$232
Civil Engineer II	$124	Inspector IV	$124
Civil Engineer I	$99	Inspector III	$91
Architect IV	$196	Inspector II	$74
Architect II	$98	Marketing Mgr.	$283
Planner II	$101	Marketing Administrator II	$144
Scientist II	$91	Administrator Mgr.	$232
Technician V	$155	Administrator II	$124
Technician IV	$118	Administrator I	$91
Technician III	$97	Surveyor V	$0
Technician II	$80	Surveyor IV	$112
Technician I	$67	Surveyor III	$93
Principal/ Structural Engineer V	$288	Surveyor II	$69
Structural Engineer Manager	$175	Surveyor I	$55
Structural Engineer IV	$206	Two- Person Survey Crew	$137
Structural Engineer III	$175	Three- Person Survey Crew	$193
Structural Engineer II	$129		

- Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
- Vehicle mileage to be paid at the current IRS rate per mile.

OLSSON ASSOCIATES

Billing Rate Schedule

Classification	2014 Rate	2015 Rate	2016 Rate
Principle in Charge	225.00	231.75	238.70
Project Manager	165.00	169.95	175.05
Client Manager	$150.00	$154.50	$159.14
Senior Engineer	$171.00	$176.13	$181.41
Senior Project Engineer	$140.00	$144.20	$148.53
Project Engineer	$121.00	$124.63	$128.37
Associate Engineer	$100.00	$103.00	$106.09
Assistant Engineer	$85.00	$87.55	$90.18
Student Engineer	$52.00	$53.56	$55.17
Project Landscape Architect	$100.00	$103.00	$106.09
Senior Surveyor	$95.00	$97.85	$100.79
Surveyor	$85.00	$87.55	$90.18
Associate Surveyor	$65.00	$66.95	$68.96
Assistant Surveyor	$54.00	$55.62	$57.29
Design Associate	$97.00	$99.91	$102.91
Design Technician	$79.00	$81.37	$83.81
Senior Technician	$78.00	$80.34	$82.75
Associate Technician	$65.00	$66.95	$68.96
Assistant Technician	$55.00	$56.65	$58.35
Student Technician – Level 1	$40.00	$41.20	$42.44
Administrative Coordinator	$68.00	$70.04	$72.14
Administrative Assistant	$58.00	$59.74	$61.53
Secretarial	$57.00	$58.71	$60.47

714 South Main Street
Joplin, MO 64801

TEL (417) 206-9000
FAX (417) 206-9002

www.olssonassociates.com

REIMBURSABLE EXPENSE SCHEDULE

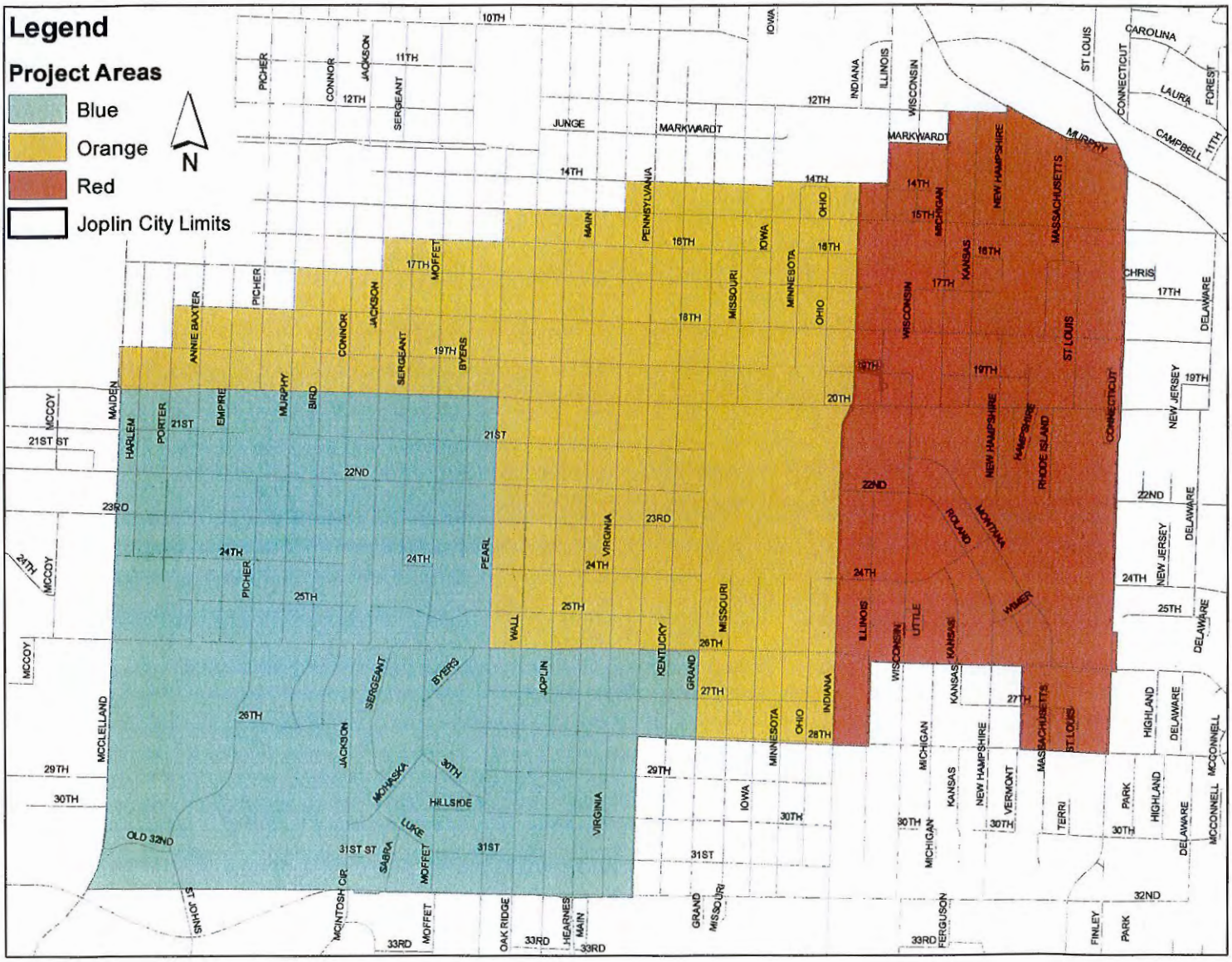
The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	Cost
Automobiles	$0.56/mile*
Suburbans and Pick-Ups	$0.75/mile*
Other travel or lodging cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including mylars and linens	
In-house	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including express mail and special delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of deeds, easements or other Project Related documents	Actual Cost+10%
Fees for applications or permits	Actual Cost+10%
Sub-Consultants	Actual Cost+ 3%

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

714 South Main Street
Joplin, MO 64801

TEL (417) 206-9000
FAX (417) 206-9002


Legend
Project Areas
Blue
Orange
Red
Joplin City Limits
N
10TH
11TH
12TH
14TH
15TH
16TH
17TH
18TH
19TH
20TH
21ST
22ND
23RD
24TH
25TH
26TH
27TH
28TH
29TH
30TH
31ST
32ND
33RD
PICHER
CONNOR
JACKSON
SERGEANT
ANNIE BAXTER
MOFFET
BYERS
MAIN
JUNGE
MARKWARDT
MURPHY
CAMPBELL
CHRIS
DELAWARE
MAIDEN
HARLEM
PORTER
EMPIRE
BIRD
MCCOY
PEARL
VIRGINIA
WALL
JOPLIN
KENTUCKY
GRAND
MISSOURI
IOWA
MINNESOTA
OHIO
INDIANA
ILLINOIS
WISCONSIN
MICHIGAN
KANSAS
NEBRASKA
NEW HAMPSHIRE
MASSACHUSETTS
CONNECTICUT
RHODE ISLAND
VERMONT
NEW JERSEY
ST LOUIS
CAROLINA
LAURA
FOREST
TERRI
PARK
HIGHLAND
MCCONNELL
MCLELLAND
HILLSIDE
LUKE
SABRA
MCINTOSH CIR
OAK RIDGE
HEARNES
FERGUSON
FINLEY
OLD 32ND
ROLAND
MONTANA
WEBER
UTTLE

COUNCIL BILL NO. 2014- 158 **ORDINANCE NO.**

AN ORDINANCE approving an agreement for Joplin Joint Engineering Team for One Million One Hundred Eighty Eight Thousand Seven Hundred Fifty and no/100 Dollars ($1,188,750.00) for Consultant Services for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Tornado Area and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. Approval of an agreement for Joplin Joint Engineering Team for One Million One Hundred Eighty Eight Thousand Seven Hundred Fifty and no/100 Dollars ($1,188,750.00) for Consultant Services for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Tornado Area project in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance, said contractors shall be paid the sum due there under from Infrastructure Improvement Fund.

Section 2. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Joplin Joint Engineering Team.

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure projects to begin immediately.

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

_____, 2014 by a _____ vote.

ATTEST: _____
Michael L. Siebert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 4, 2014
Council Bill No. 2014-159

Item: Consultant Agreement with Anderson Engineering for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Tornado Area

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Council Bill No. 2014-159
3) Map

Engineering: Dan Johnson DJ	Date 7-28-14
Department Head: Nicholas A. Heatherly	Date: 7/28/14
Finance Department: Leslie Haase	Date: 7/29/14
City Attorney: Peter C. Edwards	Date: 7/29/14
Interim City Manager: Sam L. Anselm	Date: 7/29/14

Recommended Action: Approval of a Consulting Agreement with Anderson Engineering in the not to exceed the amount of $609,971.00 for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Tornado Area.

Background: In 2013 the City of Joplin Council reviewed and approved the "Joplin Community Phase II Recovery Plan". City staff then prepared the first Partial Action Plan which included $7,862,400.00 for infrastructure. The specific activities included in the first action plan are design only of Storm Sewers, Sidewalks, and Curb & Gutters with the sanitary sewer system having both design and construction listed as an activity. The first partial action plan was approved by HUD and signed on January 16 of 2013 and the funds obligated by the plan have to be used by January 16, 2016. Due to the large number of infrastructure projects and the scheduling challenges with environmental clearance, public involvement, construction coordination, etc. the City staff have chosen to divide the work among several consultants with each focusing on an area assigned to them. It is anticipated that with the successful progress by each of the consultants on the initial work authorizations that future work authorizations will be assigned as the various projects in assigned areas progress towards completion.

Discussion: In accordance with the City of Joplin's Procurement policies, a Request for Qualifications was advertised for one day in the Joplin Globe. The request was also posted on the City of Joplin's website. The deadline for submissions was June 9, 2014. Eleven submittals were received and ranked by a team of appropriate staff. Anderson Engineering was selected for design of Storm Sewers, Sidewalks, and Curb & Gutters within the area indicated on the attached map.

Recommendation: Staff recommends approval of a Consultant Agreement with Anderson Engineering in the not to exceed the amount of $609,971.00 for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Tornado Area be approved.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: **Anderson Engineering, Inc** Address: **811 E. 3rd Street** **Joplin, Missouri 64801**	
Attention: **Nicholas A. Heatherly, PE, CFM** **nheather@joplinmo.org**		Attention: **John Snider, PE** **Vice President**	
Department: **Public Works Department**		Phone: **417-782-7399**	Fax: **417-782-7398**
Phone: **417-624-0820, ext 500**	Fax: **417-625-4738**		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, 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 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, 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.

3. **Payment.** 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 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.

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

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

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

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

a) The Engineer will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) The Engineer will, in all solicitation or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) The Engineer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) In the event of the Engineer's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Engineer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

17. **Civil Rights Act of 1964**. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

18. **Section 3 of the Housing and Urban Development Act of 1968**

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.

d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

19. **Section 109(a) of the Housing and Community Development Act of 1974**. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

20. **Affirmative Action for Handicapped Workers**

a. The Engineer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Engineer agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped

individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Engineer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Engineer's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e. The Engineer will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Engineer will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

21. **Section 504 of the Rehabilitation Act of 1973**, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

22. **Age Discrimination Act of 1975**. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

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

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

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

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

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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 Johnson, PE - Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer:

Anderson Engineering, Inc.

By: _____

Printed Name: John Snider, PE

Title: Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

_____

Troy Bolander
CDBG Program Manager

By: _____

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

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: **Anderson Engineering, Inc** Address: **811 E. 3rd Street** **Joplin, Missouri 64801**	
Attention: **Nicholas A. Heatherly, PE,CFM** **nheather@joplinmo.org**		Attention: **John Snider, PE** **VICE-PRESIDENT**	
Department: **Public Works Department**		Phone: **417-782-7399**	Fax: **417-782-7398**
Phone: **417-624-0820, ext 500**	Fax: **417-625-4738**		

WORK AUTHORIZATION NUMBER AND-DR2AP1-1
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 AND-DR2AP1-1 exceed the sum of Six Hundred Nine Thousand Nine Hundred Seventy One and No/1000 Dollars ($ 609,971.00).

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 cancellation or non-renewal 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

All policies except for the professional liability policy 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, 2014, 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 Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) 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 Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) 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 on both a per-claim and an aggregate basis. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

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

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

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

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

REVIEWED FOR APPROVAL

Dan Johnson, PE - Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer: Anderson Engineering, Inc.

By: _____

Printed Name: John Snider, PE

Title: Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

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

Date: _____

ANDERSON ENGINEERING, INC
EMPLOYEE OWNED

EXHIBIT A

July 27, 2014

City of Joplin
Attn: Nick Heatherly, PE and Dan Johnson, PE
602 S. Main Street
Joplin, Missouri 64801

Re: Proposal for Professional Engineering Consulting Services
CDBG-DR Projects, Work Order And-DR2-AP1-1
Joplin, Missouri

Dear Mr. Heatherly and Mr. Johnson,

We understand this project consists of providing professional engineering consulting services for sidewalk construction, curb and gutter repair, and seven stormwater improvement projects within the "pink area" of the City's CDBG-DR project.

This proposal is based on our meetings with you on July 9, 21, and 25. This proposal is also based on several visits to the project area over the previous two weeks. This proposal is also based on our review of the damage assessment GIS website provided by TranSystems.

As requested by you our proposed projects/deliverables are as follows.

Strategy Plan, Curb, Gutter, and Sidewalk Plans

We will prepare a comprehensive strategy plan for improvements to the stormwater, curb, gutter, sidewalks, and incidental streets for the entire pink area we are assigned. The strategy plan will include recommendations for proposed improvements, phasing, schedules, and estimated construction costs. We will also prepare the required environmental assessment. This assessment will be completed by our third-party CDEBG consultant, Ann Black, in conjunction with us. In preparing the strategy plan, we will also attend weekly progress meetings. We will also prepare construction documents for a few "ready-to-go" sidewalk, curb, and gutter improvement projects. We understand the size and scope of those initial projects will be determined based on our own strategy plan of the entire area and coordination with the City and other consultants. We will also prepare sidewalk, curb, and gutter construction documents where necessary in the stormwater project areas listed below.

Stormwater #1: Texas and Highview Avenues – 20th to 22nd Streets

Current stormwater management is inadequate in the neighborhood contained from 20th Street to 22nd Street and Texas Avenue to Highview Avenue. We will perform a topographic survey and right-of-way survey within the project area. We will perform a hydraulic analysis and design for an enclosed stormwater collection and piping system. We anticipate that two major system will be designed, one on Texas Avenue and one on Arizona Avenue, both starting at 20th Street and ending near 22nd Street. We

also anticipate the design of multiple new gutter crossings at four nearby intersections along 22nd Street. Our design will also include removal and replacement of damaged and inadequate curbing and gutter within the project area.

Stormwater #2 & 3: 20th Street – Channel and Box Culverts, and CMP Replacement.

These are two City-identified stormwater projects. However, they are connected hydraulically, so we will design them together. 20th Street from Range Line Road to Murphy Park (Joplin Creek) has several stormwater drainage issues that require improvement. Existing box culverts are located at 20th and Arizona and 20th and Highview. Both boxes should be rebuilt to provide a larger water capacity and better channel alignment. This channel is also the floodplain and may require Corps of Engineer permitting and completion of a no-rise certificate. The channel on the south side of 20th Street, running from Range Line Road to Murphy Park also needs to be realigned to improve efficiency. The realignment of the channel will require additional easement or right-of-way acquisition (Unity Church). Also, a large CMP currently runs under the north edge of 20th street from Range Line Road to Murphy Park. We anticipate upgrading and replacing the entire length of the culvert. There is also a large arch CMP across 20th Street that will be checked for condition and capacity. We will perform a topographic survey and boundary survey within the project area. We will perform a hydraulic analysis and design for the open channel and an enclosed stormwater collection and piping system. Our design will include replacement of curbing where necessary within the project area.

Stormwater #4: 16th Street and Highview Avenue

Current stormwater management is inadequate in the area along 16th Street from Highview to Texas Avenue. Streets have very shallow grades for conveying water in the gutters, and intersections redirect water away from the most direct drainage route. We will perform a topographic survey and right-of-way survey within the project area. We will perform a hydraulic analysis and design for an enclosed stormwater collection and piping system. We anticipate that a new piping system will begin at the existing large box culvert at 16th and Texas. Piping and inlets will extend east along 16th Street, almost reaching Rangeline Road. We also anticipate the design of multiple new gutter crossings intersections along 16th Street. Our design will also include removal and replacement of damaged and inadequate curbing and gutter within the project area.

Stormwater #5: 21st Street and New Jersey Avenue

Current stormwater management is inadequate at the cul-de-sacs at Park Place and New Jersey Avenue, draining west to Connecticut Avenue. We will perform a topographic survey and boundary survey within the project area. We will perform a hydraulic analysis and design for an enclosed stormwater collection and piping system. We anticipate that an enclosed piping and collection system will be constructed to run in between residential lots at the end of the cul-de-sacs. The system will run west to connect into existing drainage pipes within Connecticut Avenue right-of-way. Our design will also anticipate the requirements of future development in the adjacent properties.

Stormwater #6: Delaware Avenue – 15th to 18th Street

Drainage issues have been identified along the existing piped drainage system starting at 18th Street east of Delaware Avenue and ending near the intersection of Delaware Avenue and 15th Street. Also, this area will support future drainage from the new library and movie theater. Since most of project will be on private property with expected easements, we will perform a topographic survey and boundary survey within the project area. The expected improvements include increasing the capacity of this system to lower the frequency of flooding in this area and future developments.

Stormwater #7: 15th Street and Delaware Avenue

We understand that this intersection experiences minor flooding during small rainfall events and that this intersection is also in the floodplain. We will perform a topographic survey and boundary survey within the project area. Expected improvements include increasing the capacity of the stormwater system in order to lower the frequency of flood at this intersection. We anticipate the drainage system above (Delaware Avenue – 15th to 18th Street) will tie into this project. We will also prepare a no-rise certificate for these proposed improvements since the work will be in the flood plain. This intersection may be a candidate for a future roundabout. Our design will take this possible improvement into consideration.

As requested by you our proposed scope of services for each project is as follows, where applicable. Our preliminary schedule is also included.

CIVIL ENGINEERING – SITE GEOMETRY & UTILITY PLAN

- Provide a site geometry and site utility plan for the proposed projects. Site layout includes sidewalk, curb and gutter, stormwater channel, stormwater piping, and street crossings. Based on our meeting with you, a closed-pipe stormwater structures are preferred for this project within the right-of-way. The utility plan will show the existing utilities and identify any conflicts with the proposed improvements. The City of Joplin's standard technical specifications will be used.

CIVIL ENGINEERING – STORMWATER MANAGEMENT AND DESIGN

- Provide stormwater analysis and drainage calculations per City of Joplin standards for stormwater. This proposal assumes U.S. Army Corps of Engineers Section 404 permitting will be necessary for the 20th Street stormwater projects. Based on a review of topographic maps and brief site observation, we do not believe permitting will be required. We anticipate having a few options for the final design and will meet with the city to determine the final course of action.

CIVIL ENGINEERING – GRADING & EROSION CONTROL PLAN

- Provide a grading and erosion control plans. Finish grades will include spot elevations, as applicable, for top of pavement, drainage inlets, and grading at one foot contour intervals for the proposed project. As part of the Erosion Control Plan we will also prepare Stormwater Pollution Prevention Plans (SWPPP). The City of Joplin's standard technical specifications will be used.

SURVEYING – SITE TOPOGRAPHIC SURVEY

- Provide a topographic engineering survey of our project areas for engineering design. Survey will include spot elevations, location of all utilities, and other improvements located within the street right-of-way. The survey will show basic planimetrics as well as above ground and underground utilities (as located by Missouri One Call) within survey area. The survey will be based on the Missouri State Plane Coordinate system of 1983, West Zone and NAVD 88. Control points and temporary benchmarks will be set along the survey route to be used during construction phase of the project. We understand that the City will Hydrovac structures located during the survey that require being cleared out.

SURVEYING – RIGHT-OF-WAY SURVEY

- In areas where we anticipate work will be limited to within the right-of-way, we will provide a right-of-way survey. The right of way surveys will show the right of way line on both sides of the street to be used in the design phase of this project. At this time, we will only show the right of way lines and will not show each parcel line. Also, no easements will be shown as a part of this survey. The survey will be based on the Missouri State Plane Coordinate system of 1983, West Zone.

BOUNDARY SURVEY

- In areas where we anticipate work will be on or across private property, we will provide a boundary survey. The boundary survey will show the property lines of the tract and all easements affecting each property as reflected on a current title commitment. As we have customarily done with the City of Joplin, we request that the client provide us with title searches for the properties along with copies of all deeds and easements to be shown on the survey. The survey will be based on the Missouri State Plane Coordinate system of 1983, West Zone.

Scope/Fee:

Strategy Plan, Curb, Gutter, and Sidewalk Plans[1]	$ 190,000.00
Stormwater #1: Texas and Highview Ave – 20th to 22nd St.[1]	$ 56,820.00
Stormwater #2 & 3: 20th Street – Box Culverts and CMP Replacement[1]	$ 197,633.00
Stormwater #4: 16th Street and Highview Avenue[1]	$ 40,350.00
Stormwater #5: 21st Street and New Jersey Avenue[1]	$ 32,939.00
Stormwater #6: Delaware Avenue – 15th to 18th Street[1]	$ 65,878.00
Stormwater #7: 15th Street and Delaware Avenue[1]	$ 26,351.00
MAXIMUM NOT TO EXCEED FEE:	**$ 609,971.00**

[1] *We propose to complete these services on an hourly basis with a not to exceed limit. As requested, we will also track our time by the follow tasks: Stormwater, Curb and Gutter, and Sidewalk.*

Estimated Schedule/Phasing of Work:

Strategy Plan: We will deliver our strategy plan within 60 days of notice to proceed.

We understand our strategy plan will identify and recommend project schedules, cost estimates, and priorities more definitively. At that point, we will be given better confirmation of recommendations for

our work scope. We understand that all design work for this work order must be completed and paid by January 15, 2016. Based on our own internal assessment of the projects, below are the phases in which we plan (at this time) to complete this work. These were based on projects being able to be started "quickly", City priorities, and City planning.

Phase I (starting within a week of notice to proceed):
Stormwater: Texas and Highview Ave – 20th to 22nd St.
Stormwater: 16th Street and Highview Avenue
Stormwater: Delaware Avenue – 15th to 18th Street

Phase II
Sidewalk, Curb and Gutter Projects (corridors recommended first, but exact area(s) to be determined)

Phase III
Stormwater: 20th Street – Box Culverts and CMP Replacement
Additional Sidewalk, Curb and Gutter Projects (exact area(s) to be determined)
Stormwater: 21st Street and New Jersey Avenue

Phase IV
Stormwater: 15th Street and Delaware Avenue
Remainder of Sidewalk, Curb and Gutter Projects (exact area(s) to be determined)

Phase V
Any additional out of scope tasks desired by the City (time and budget permitting)

OTHER
This proposal includes providing two sets of sealed plans to the City. This proposal includes reviews with the City for concept, 30%, 60%, and 90% plans.

ASSUMPTIONS
We will make a Utility Locate call to identify public utilities. We have assumed that all public utilities will be located accurately and completely by the Utility Locator. We will coordinate with you and the public utility companies for uncovering and/or hydrovac for key utility locations.

GENERAL INFORMATION
This proposal is limited to design only and does not include any construction staking, observations, or testing.

We will invoice monthly, showing what was completed and time and expenses incurred. Invoices are due upon receipt regardless of whether the client has been, or is to be, reimbursed by any other party. We understand we are not to proceed on out of scope work unless a new work authorization is received in writing. A service charge of one and one-half percent per month is assessed on accounts 90 days past

due. Should you have any questions regarding these proposals, please give us a call. Again, we want to thank you for the opportunity to be of service and we look forward to working with you on this project.

Sincerely,

John Snider, PE
Vice President

Kevin Sprenkle, PE
Vice President

Jerrod Hogan, PLS
Vice President

Bryan Osborn, PE
Project Coordinator

ANDERSON ENGINEERING, INC

EMPLOYEE OWNED

FEE SCHEDULE – ENGINEERING
CITY OF JOPLIN – CDBG DR PROJECTS

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

ANDERSON ENGINEERING, INC., BY: _____ EFFECTIVE: 07/28/2014 TO 01/15/2016
NEIL S. BRADY, P.E., PRESIDENT

BASIC CHARGES

PERSONNEL (HOURLY RATES):

PRINCIPAL	$152.00
PROJECT MANAGER	$145.00
PROJECT ENGINEER	$129.00
ASSOCIATE ENGINEER	$108.00
DESIGN ENGINEER	$87.00
TECHNICIAN IV	$86.00
TECHNICIAN III	$71.00
TECHNICIAN II	$59.00
TECHNICIAN I	$43.00
ASSOCIATE DESIGNER	$100.00
DESIGNER II	$80.00
DESIGNER	$76.00
GIS SPECIALIST	$100.00
CADD TECHNICIAN III	$69.00
CADD TECHNICIAN II	$58.00
WORD PROCESSOR	$60.00
MAPPER	$56.00
MAPPING TECHNICIAN	$46.50
CLERICAL	$43.50

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	$0.63/MILE
VEHICLE (SUBURBAN & 1 TON+)	$0.68/MILE
COPIES	$0.10/EACH
PRINTING PLANS	$0.50/SQ. FT + TECHNICIAN TIME

REIMBURSABLES: (COST PLUS 15 PERCENT) TRAVEL EXPENSES (INCLUDING MEALS AND LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

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

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

ANDERSON ENGINEERING, INC

EMPLOYEE OWNED

FEE SCHEDULE – SURVEYING
CITY OF JOPLIN – CDBG DR PROJECTS

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

ANDERSON ENGINEERING, INC., BY: _____ EFFECTIVE: 07/28/2014 thru 01/15/2016

NEIL S. BRADY, P.E., PRESIDENT

BASIC CHARGES

PERSONNEL (HOURLY RATES):

PRINCIPAL	$152.00
SURVEY MANAGER	$137.00
PROJECT SURVEYOR	$101.00
ASSOCIATE SURVEYOR	$90.00
TECHNICIAN III - PARTY CHIEF	$71.00
TECHNICIAN II	$59.00
TECHNICIAN I	$43.00
TWO MAN SURVEY CREW	$130.00
THREE MAN SURVEY CREW	$173.00
FOUR MAN SURVEY CREW	$216.00
DESIGNER	$76.00
CADD TECHNICIAN III	$69.00
CADD TECHNICIAN II	$58.00
CLERICAL	$43.50

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	$0.63/MILE
VEHICLE (SUBURBAN & 1 TON+)	$0.68/MILE
LASER SCANNING EQUIPMENT	$400.00/DAY
GPS EQUIPMENT	$270.00/DAY
ROBOTIC TOTAL STATION	$200.00/DAY
PRINTING PLANS	$0.50/SQ. FT

REIMBURSABLES: (COST PLUS 15 PERCENT) TRAVEL EXPENSES (INCLUDING MEALS AND LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

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

HOURLY RATES: APPLY TO MEETING AND TRAVEL TIME FOR ALL PERSONNEL CATEGORIES.

DEPOSITION OR COURT TESTIMONY: 1.5 TIMES THE HOURLY RATE.

ANDERSON ENGINEERING, INC

EMPLOYEE OWNED

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

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

ANDERSON ENGINEERING, INC., BY: _____ EFFECTIVE: 07/28/2014 thru 01/15/2016

NEIL S. BRADY, P.E., PRESIDENT

BASIC CHARGES

PERSONNEL (HOURLY RATES):

PRINCIPAL	$152.00
PROJECT MANAGER	$145.00
PROJECT ENGINEER	$129.00
ASSOCIATE ENGINEER	$108.00
DESIGN ENGINEER	$87.00
GEOLOGIST	$87.00
TECHNICIAN IV - SPECIALIST/LAB MANAGER	$86.00
TECHNICIAN III - SENIOR LAB/FIELD TECHNICIAN	$71.00
TECHNICIAN II - LAB/FIELD TECHNICIAN	$51.00
TECHNICIAN I - TECHNICIAN AIDE	$43.00
STRUCTURAL STEEL/AWS CERTIFIED WELD INSPECTOR	$66.00
ASNT TC-1A ULTRASONIC, MAG PARTICLE & DYE TESTING - LEVEL II	$81.50
DESIGNER	$76.00
CADD TECHNICIAN III	$69.00
CADD TECHNICIAN II	$58.00
CLERICAL	$43.50

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	$0.63/MILE
VEHICLE (SUBURBAN & 1 TON+)	$0.68/MILE
WATER TRUCK	$75.00/DAY + $0.68/MILE
COPIES	$0.10/EACH
PRINTING PLANS	$0.50/SQ. FT + TECHNICIAN TIME

REIMBURSABLES: (COST PLUS 15 PERCENT) TRAVEL EXPENSES (INCLUDING MEALS AND LODGING), OUTSIDE PRINTING. CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

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

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

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

DEPOSITION OR COURT TESTIMONY: 1.5 TIMES THE HOURLY RATE.

FIELD TESTING AND INPSECTION CHARGES

FIELD DENSITY (COMPACTION TEST ..... BASIC CHARGES + $ 8.00/EA.
CONE PENETROMETER ..... BASIC CHARGES + $ 10.00/EA.
FLOOR FLATNESS EQUIPMENT ..... BASIC CHARGES + $250.00/EA.

LABORATORY TEST CHARGES

AGGREGATES (ASTM)	UNIT CHARGE
L.A. ABRASION, SMALL AGG. (C131)	$ 123.00
L.A. ABRASION, LARGE AGG. (C535)	$ 150.00
SULFATE SOUNDNESS TEST (C88):	
5-CYCLE	$ 216.30
10-CYCLE	$ 288.40
20-CYCLE	$ 406.80
SIEVE ANALYSIS, DRY AGG (C136)	$ 51.50
SIEVE ANALYSIS (C117)	$ 61.80
SIEVE ANALYSIS (C117, C136)	$ 77.20
SPECIFIC GRAVITY, FINE AGG (C128)	$ 56.60
SPECIFIC GRAVITY, COARSE AGG (C127)	$ 56.60
LIGHTWEIGHT PIECES IN AGG (C123)	$ 87.50
ORGANIC IMPURITIES (C40)	$ 51.50
FLAT & ELONGATED PIECES (D4791)	$ 77.20
DELETERIOUS MATLS (MODOT TM71)	$ 66.90
CLAY LUMPS & FRIABLE PARTICLES (C142)	$ 82.40
DRY RODDED UNIT WEIGHT (C29)	$ 37.00

MASONRY TESTS (ASTM)	
COMPRESSIVE STRENGTH, 4" BLOCK	$ 25.70
COMPRESSIVE STRENGTH, 6" BLOCK	$ 30.90
COMPRESSIVE STRENGTH, 8" BLOCK	$ 43.20
COMPRESSIVE STRENGTH, 12" BLOCK	$ 72.10
COMPRESSIVE STRENGTH, MORTAR MORTAR/GROUT CUBE	$ 12.30
GROUT PRISM	$ 12.30
MORTAR CYLINDER (2" X 4")	$ 12.30
ABSORPTION, MASONRY BLOCK	$ 41.20
LINEAR SHRINKAGE (SET OF 3)	$ 309.00

BITUMINOUS TESTING	
ASPHALT CONTENT	$ 92.70
ASPHALT CONTENT & AGG. GRADATION	$ 154.50
SEIVE ANALYSIS EXTRACTION	$ 77.20
MARSHALL TEST, FIELD – 3 PUCKS	$ 77.20
MARSHALL TEST, LAB – 3 PUCKS	$ 113.30
RETAINED STABILITY	$ 175.00
ASPHALT CORE DENSITY, EACH	$ 25.70
THEORETICAL MAX. DENSITY	$ 123.60

SOIL TESTS (ASTM)	UNIT CHARGE
ATTERBERG LIMITS (D4318)	$ 56.60
SWELL TEST, 1/16 TSF (D4546)	$ 150.00
SWELL PRESSURE (D4546)	$ 283.20
SHRINKAGE LIMIT (D4943)	$ 56.60
MOISTURE CONTENT (C2216)	$ 5.60
SIEVE + HYDROMETER	$ 139.00
HYDROMETER ONLY (D422)	$ 77.20
USCS CLASSIFICATION	$ 26.70
PERCENT PASSING #200	$ 41.20
SPECIFIC GRAVITY (D854)	$ 72.10
UNCONFINED COMPRESSION	$ 49.40
UNCONFINED/TRIAXIAL, REMOLDED	$ 77.20
TRIAXIAL TEST, PP, CU w/PP	$ 300.00
ORGANIC MATTER (D2974-C)	$ 51.50
PENETROMETER	$ 4.10
CONE PENETROMETER (D3441)	$ 15.00
DYNAMIC CONE PENETROMETER	$ 25.00
SAMPLE PREP, PER HOUR	$ 49.40
SHELBY TUBE DENSITY	$ 30.90
RESISTIVITY	$ 154.50
PERMEABILITY, FALLING HEAD	$ 370.40
PERMEABILITY, FLEXIBLE WALL	$ 350.00
PERMEABILITY, CONSOLIDATION TEST	$ 154.50
CONSOLIDATION TEST, TO 8 TSF	$ 391.40
CONSOLIDATION TEST, LOAD INC. > 8 TSF, EA.	$ 51.50
CALIFORNIA BEARING RATIO, LAB, PER POINT	$ 103.00
pH	$ 51.50

LABORATORY COMPACTION TESTS	
MOISTURE DENSITY RELATIONSHIP	
STD. PROCTOR (D698), MTH A & B	$ 148.50
STD. PROCTOR (D698), MTH C	$ 175.00
STD. PROCTOR (D698), 1 POINT	$ 53.00
MOD. PROCTOR (D1557), MTH A & B	$ 180.50
MOD. PROCTOR (D1557), MTH C	$ 244.00
MOD. PROCTOR (D1557), 1 POINT	$ 58.50
RELATIVE DENSITY	$ 371.00

FEE SCHEDULE
MATERIALS TESTING
JULY 28, 2014 THRU JANUARY 15, 2016

CONCRETE/ROCK CORE	
CORE TRIM & TEST	$ 42.50

CONCRETE TESTING	
4" X 8" OR 6" X 12" TEST MOLD	$ 1.75
6" X 12" CYLINDER, TESTED & MOLD	$ 14.50
6" X 12" CYLINDER, EXTRA & MOLD	$ 10.50
4" X 8" CYLINDER, TESTED & MOLD	$ 10.50
4" X 8" CYLINDER, EXTRA & MOLD	$ 7.00
SAW CONCRETE CYLINDER	$ 25.50
BEAM FLEXURAL STRENGTH	$ 36.00
CONCRETE BEAM, NOT TESTED	$ 20.60

ANDERSON ENGINEERING, INC
EMPLOYEE OWNED

FEE SCHEDULE
GEOTECHNICAL ENGINEERING & DRILLING SERVICES
CITY OF JOPLIN – CDBG DR PROJECTS

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

ANDERSON ENGINEERING, INC., BY: _____ EFFECTIVE: 07/28/2014 thru 01/15/2016
NEIL S. BRADY, P.E., PRESIDENT

BASIC CHARGES

PERSONNEL (HOURLY RATES):

PRINCIPAL	$152.00
PROJECT MANAGER	$145.00
PROJECT ENGINEER	$129.00
ASSOCIATE ENGINEER	$108.00
DESIGN ENGINEER	$87.00
GEOLOGIST	$87.00
TECHNICIAN IV - SPECIALIST/LAB MANAGER	$86.00
TECHNICIAN III - SENIOR LAB/FIELD TECHNICIAN	$71.00
TECHNICIAN II - LAB/FIELD TECHNICIAN	$51.00
TECHNICIAN I - TECHNICIAN AIDE	$43.00
DESIGNER	$76.00
CADD TECHNICIAN III	$69.00
CADD TECHNICIAN II	$58.00
CLERICAL	$43.50

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	$0.63/MILE
VEHICLE (SUBURBAN & 1 TON+)	$0.68/MILE
WATER TRUCK	$75.00/DAY + $0.68/MILE
COPIES	$0.10/EACH
PRINTING PLANS	$0.50/SQ. FT + TECHNICIAN TIME

REIMBURSABLES: (COST PLUS 15 PERCENT) TRAVEL EXPENSES (INCLUDING MEALS AND LODGING), OUTSIDE PRINTING. CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

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

HOURLY RATES: APPLY TO MEETING AND TRAVEL TIME FOR ALL PERSONNEL CATEGORIES.

DEPOSITION OR COURT TESTIMONY: 1.5 TIMES THE HOURLY RATE.

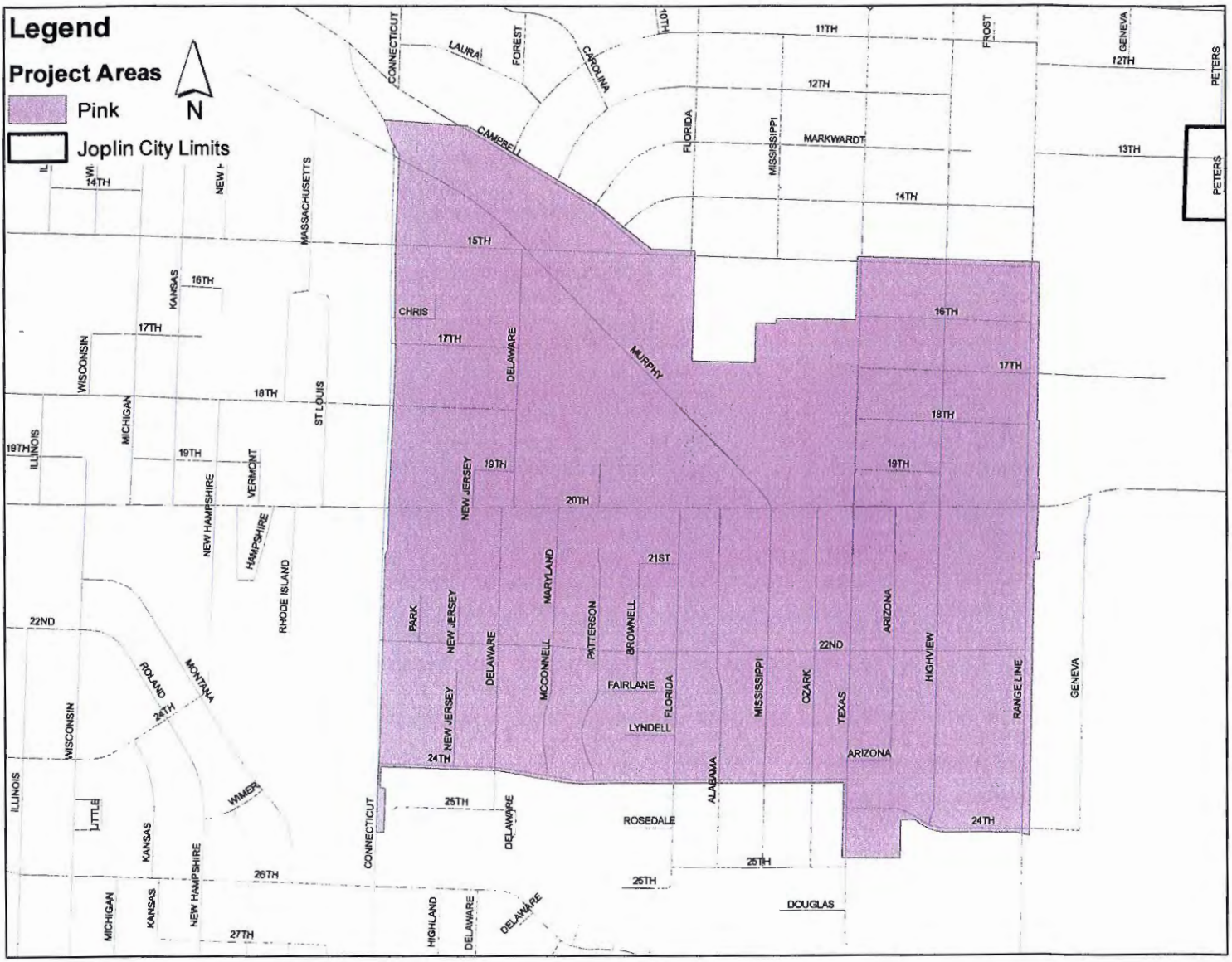
HAZARDOUS OPERATION CHARGE: FOR LEVEL C: ONE AND ONE HALF TIMES THE BASIC CHARGE; FOR LEVEL B & A: TWO TIMES THE BASIC CHARGE.

DRILLING SERVICE CHARGES

ENGINEER, STANDBY TIME, STAKEOUT CREW & OFFICE PERSONNEL ..... BASIC CHARGES
MOBILIZATION - CME 55 RIGS ..... $ 2.26/MILE ($100.00 MINIMUM)
MOBILIZATION - CME 75 RIGS ..... $ 2.78/MILE ($100.00 MINIMUM)
MOBILIZATION - CME 550 RIG ..... $ 2.78/MILE ($150.00 MINIMUM)
CME 55 DRILL RIG AND TWO MAN CREW ..... $180.00 PER HOUR
CME 75 DRILL RIG AND TWO MAN CREW ..... $190.00 PER HOUR
CME 550 DRILL RIG AND TWO MAN CREW ..... $190.00 PER HOUR
CORE BIT CHARGE ..... $5.50 PER FOOT
ROCK CORE SET UP ..... $56.00 PER BORING
DECONTAMINATION EQUIPMENT $145.00/DAY
GROUT MACHINE $173.00/DAY
PLUG & BACKFILL BORINGS (UP TO 20 FT. DEPTH) $11.50/EACH
ALL-TERRAIN DRILL RIG SURCHARGE $291.00/DAY

	DEPTH			
DRILLING ITEM	**0 TO 20'**	**20' TO 40'**	**40' TO 60'**	**60' TO 100'**
SOIL OVERBURDEN, 4" AUGER	$ 7.50	$ 8.50	$ 9.50	$ 10.60
SOIL OVERBURDEN, 6" HS AUGER	$ 9.20	$ 10.60	$ 11.70	$ 12.70
SOIL OVERBURDEN, 8" HS AUGER	$ 9.50	$ 11.70	$ 13.70	$ 16.00
SOIL OVERBURDEN, 10" HS AUGER	$ 10.60	$ 16.00	-	-
SOIL OVERBURDEN, 12" HS AUGER	$ 12.70	$ 16.00	-	-
ROCK PENETRATION	$ 28.10	$ 31.50	$ 33.70	$ 39.40
NQ CORING	$ 37.00	$ 39.20	$ 44.50	$ 51.00
STANDARD PENETRATION TEST	$ 21.20	$ 26.50	$ 31.80	$ 37.10
3" SHELBY TUBES	$ 26.50	$ 31.80	$ 37.10	$ 42.50

NOTE: A HIGHER PRICE WILL APPLY WHEN THERE IS AN INCREASED RISK OF LOSING OR BREAKING AUGERS OR CORE BARRELS.


Legend
Project Areas
Pink
Joplin City Limits
N
CONNECTICUT
LAURA
FOREST
CAROLINA
10TH
11TH
FROST
GENEVA
12TH
PETERS
CAMPBELL
FLORIDA
MISSISSIPPI
MARKWARDT
13TH
14TH
15TH
16TH
17TH
18TH
19TH
20TH
21ST
22ND
24TH
25TH
26TH
27TH
MASSACHUSETTS
KANSAS
WISCONSIN
MICHIGAN
ILLINOIS
ST LOUIS
VERMONT
NEW HAMPSHIRE
HAMPSHIRE
RHODE ISLAND
CHRIS
DELAWARE
MURPHY
NEW JERSEY
MARYLAND
PARK
MCCONNELL
PATTERSON
BROWNELL
FAIRLANE
LYNDELL
ALABAMA
OZARK
TEXAS
ARIZONA
HIGHVIEW
RANGE LINE
ROLAND
MONTANA
WYMER
LITTLE
ROSEDALE
DOUGLAS
HIGHLAND

COUNCIL BILL NO. 2014- 159 **ORDINANCE NO.**

AN ORDINANCE approving an agreement for Anderson Engineering for Six Hundred Nine Thousand Nine Hundred Seventy One and no/100 Dollars ($609,971.00) for Consultant Services for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Tornado Area and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. Approval of an agreement for Anderson Engineering for Six Hundred Nine Thousand Nine Hundred Seventy One and no/100 Dollars ($609,971.00) for Consultant Services for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Tornado Area in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance, said contractors shall be paid the sum due there under from Infrastructure Improvement Fund.

Section 2. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Anderson Engineering.

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure projects to begin immediately.

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

_____, 2014 by a _____ vote.

ATTEST: _____
Michael L. Siebert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 4, 2014
Council Bill No. 2014-160

Item: Consultant Agreement with Jacobs Engineering for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Tornado Area

Originating Department: Public Works – Engineering

Attachments: 1) Agreement-Work Authorization
2) Council Bill No. 2014-160
3) Map

Engineering: Dan Johnson DJ	Date 7-28-14
Department Head: Nicholas A. Heatherly	Date: 7/28/14
Finance Department: Leslie Haase	Date: 7/29/14
City Attorney: Peter C. Edwards	Date: 7/29/14
Interim City Manager: Sam L. Anselm	Date: 7/29/14

Recommended Action: Approval of a Consulting Agreement with Jacobs Engineering in the not to exceed the amount of $798,261.00 for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Tornado Area.

Background: In 2013 the City of Joplin Council reviewed and approved the "Joplin Community Phase II Recovery Plan". City staff then prepared the first Partial Action Plan which included $7,862,400.00 for infrastructure. The specific activities included in the first action plan are design only of Storm Sewers, Sidewalks, and Curb & Gutters with the sanitary sewer system having both design and construction listed as an activity. The first partial action plan was approved by HUD and signed on January 16 of 2013 and the funds obligated by the plan have to be used by January 16, 2016. Due to the large number of infrastructure projects and the scheduling challenges with environmental clearance, public involvement, construction coordination, etc. the City staff have chosen to divide the work among several consultants with each focusing on an area assigned to them. It is anticipated that with the successful progress by each of the consultants on the initial work authorizations that future work authorizations will be assigned as the various projects in assigned areas progress towards completion.

Discussion: In accordance with the City of Joplin's Procurement policies, a Request for Qualifications was advertised for one day in the Joplin Globe. The request was also posted on the City of Joplin's website. The deadline for submissions was June 9, 2014. Eleven submittals were received and ranked by a team of appropriate staff. Jacobs Engineering was selected for design of Storm Sewers, Sidewalks, and Curb & Gutters within the area indicated on the attached map.

Recommendation: Staff recommends approval of a Consulting Agreement with Jacobs Engineering in the not to exceed the amount of $798,261.00 for Design of Sidewalk, Curb & Gutter, and Storm Water Projects in the Tornado Area.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: **Jacobs Engineering Group, Inc** Address: **501 North Broadway** **St. Louis, Missouri, 63101-2131**	
Attention: **Nicholas A. Heatherly, PE, CFM** **nheather@joplinmo.org**		Attention: **Jeff Farah. PE** **SENIOR PROJECT MANAGER**	
Department: **Public Works Department**		Phone: **314-335-4038**	Fax: **314-335-5141**
Phone: **417-624-0820, ext 500**	Fax: **417-625-4738**		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, 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 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, 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.

3. **Payment.** 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 upon fifteen days written notice and opportunity to cure to 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 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.

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

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

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

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

a) The Engineer will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) The Engineer will, in all solicitation or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) The Engineer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

17. **Civil Rights Act of 1964**. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

18. **Section 3 of the Housing and Urban Development Act of 1968**

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.

d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

19. **Section 109(a) of the Housing and Community Development Act of 1974**. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

20. **Affirmative Action for Handicapped Workers**

a. The Engineer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Engineer agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Engineer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Engineer's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e. The Engineer will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Engineer will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

21. **Section 504 of the Rehabilitation Act of 1973**, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

22. **Age Discrimination Act of 1975**. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

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

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

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

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

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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 Johnson, PE - 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:

Jacobs Engineering Group, Inc.

By: _____

Printed Name: David Diestelkamp, P.E.

Title: St. Louis Operations Manager

Date: _____

CITY OF JOPLIN, MISSOURI

_____

Troy Bolander
CDBG Program Manager

By: _____

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

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: **Jacobs Engineering Group, Inc** Address: **501 North Broadway** **St. Louis, Missouri, 63101-2131**	
Attention: **Nicholas A. Heatherly, PE,CFM** **nheather@joplinmo.org**		Attention: **Jeff Farah. PE** **SENIOR PROJECT MANAGER**	
Department: **Public Works Department**		Phone: **314-335-4038**	Fax: **314-335-5141**
Phone: **417-624-0820, ext 500**	Fax: **417-625-4738**		

WORK AUTHORIZATION NUMBER JCB-DR2AP1-1
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 JCB-DR2AP1-1 exceed the sum of Seven Hundred Ninety Eight Thousand Two Hundred Sixty One and No/100 Dollars ($ 798,261.00).

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 cancellation or non-renewal 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

All policies, except for the professional liability, employer's liability and workmen's compensation 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, 2014, 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 Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) 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 Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) 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 on both a per-claim and an aggregate basis. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____

Dan Johnson, PE - 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: Jacobs Engineering Group, Inc

By: _____

Printed Name: David Diestelkamp, PE

Title: St. Louis Operations Manager

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____

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

Date: _____

JACOBS®

501 North Broadway
St. Louis, Missouri 63102 USA
1.314.335.4000 Fax 1.314.335.5112

July 25, 2014

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

Attention: Nick Heatherly, P.E.

RE: CDBG-DR2
Professional Engineering Services
Infrastructure Improvements – Yellow Area

Dear Mr. Heatherly:

Thank you for selecting the Jacobs Team for Surface Element Engineering Services related to Action Plan #1. We are pleased to submit our fee proposal to provide professional engineering services for two (2) specific storm water projects and two (2) separate sidewalk improvements projects. Each of these projects has been identified by the City as qualified CDBG-DR2 projects within the "Yellow Area". The two separate storm water projects are for McCoy Avenue (between 23rd and 28th Streets) and for the drainage ditch improvements between Oliver and Cunningham. The two separate sidewalk projects identified are for Willard Avenue (20th Street to 26th Street) and Oliver Avenue (26th Street to 32nd Street). While additional infrastructure projects within the "Yellow Area" have been identified by the City as being CDBG-DR2 eligible, the specific details of improvements for these projects are yet to be determined and therefore not included within this initial task order of work.

In addition to the four infrastructure improvement projects included in this proposal, the Jacobs Team has also included an overview-infrastructure analysis and priority study within this initial task order. The intent of this study is to further clarify the specific storm water and sidewalk infrastructure improvement needs within the "Yellow Area", including the areas the City has already determined eligible for improvements (Sunset South Drive, Cunningham Park drainage, etc.). This comprehensive study will identify a ranking system of new infrastructure improvement projects that can be used as a roadmap by which the City can create additional CDBG-DR Action Plans requests and begin to develop a comprehensive implementation plan toward construction completion of each project.

The Jacobs Team is truly excited and committed to helping the City of Joplin achieve success in rebuilding your community to the vibrancy it has known in the past. We understand that a critical element of your success is in executing the work at hand within the CDBG-DR2 detailed guidelines. Our team has extensive experience in public infrastructure as well as disaster relief work and is dedicated to providing the most cost effective and practical engineering solutions for the City of Joplin. Through our extensive and diverse experience, the City will benefit by having a team that will provide innovative solutions that will meet the CDBG-DR2 requirements within schedule.

Should you have any questions regarding our proposal, please contact Jeff Farah at 314-335-4038 or Renee Ross at 314-335-4341. We look forward to working with you on this exciting opportunity.

Sincerely,

David A. Diestelkamp, PE
St. Louis Operations Manager

EXHIBIT A

Introduction

The City of Joplin is undertaking a program to mitigate roadway and drainage problems that have a detrimental effect on both the public infrastructure and private properties. The program will be funded from CDGB-DR funds allocated in the First Action Plan of the *Joplin Phase II Recovery Plan.*

This scope of engineering services identified within EXHIBIT "A" describe professional services related to four (4) specific infrastructure improvement projects that the City of Joplin (City) has defined as qualified projects for CDBG-DR2 funding. These specific projects are within the City's "Yellow Area" which defines the boundary limits of work within this contract. A City map defining the limits of the "Yellow Area" is depicted in Appendix "A" for reference. Two of the four projects within the current scope of work are related to storm water improvements and the other two projects are specifically associated with sidewalk improvements. The City has identified other qualified infrastructure projects within the "Yellow Area" that are presently excluded from this EXHIBIT "A" due to the lack of detailed information defining the specific problems within these additional projects. The City has decided to defer these additional projects to a later date, after more definitive information can be obtained for each.

In addition to the four infrastructure projects outlined within this EXHIBIT "A", the Jacobs Team will execute an overview-infrastructure analysis and priority study within this initial task order. The intent of this study is to further clarify the specific storm water and sidewalk infrastructure improvement needs within the "Yellow Area", including the areas the City has already determined eligible for improvements (Sunset South Drive, Cunningham Park drainage, etc.). This comprehensive study will identify a ranking system of new infrastructure improvement projects that can be used as a roadmap by which the City can create additional CDBG-DR Action Plans request and begin to develop a comprehensive implementation plan toward construction completion of each project.

Scope of Work

In response to the City's RFQ which generally identified "Surface Element" improvements projects (storm water, street and sidewalk improvements) as qualifiers for the CDBG-DR2 funding, the Jacobs Team (in collaboration with the City), have identified two (2) specific storm water improvement projects, and separately, two (2) sidewalk improvement projects which define the scope of work at hand. These four (4) specific projects are identified as:

Storm Water Improvements:

- Improvements of an existing drainage ditch between Oliver Ave. and Cunningham Avenue and
- Storm water improvements along McCoy Avenue between 23rd and 28th Streets.

Sidewalk Improvements:

- South Willard Avenue between 20th & 26th Streets and
- Oliver Avenue (26th Street to 32nd Street).

The engineering services provided for each of these four projects consist of traditional engineering design services, including the development of construction plans and specifications for each. Construction procurement assistance (bidding services) is also included in our subject scope of work. Within this first task order our overall services end at the point of the contractor's award of the

respective construction contract relevant to the four infrastructure improvement projects described above.

As noted above, the Jacobs Team has also included an overview-infrastructure analysis and prioritization study within this task order for the entire "Yellow Area". Itemized details of the scopes of work for each of these four projects and the study are displayed in Appendix "B". Their respective man-hour estimates and fees are included within these appendixes as well. Due diligence review of potential environmental risk per NEPA requirements are included within the detailed scopes of service as well.

Project Management and Administrative Services:

In an effort to ensure timely completions of quality work and proper stewardship of the project financial resources, the Jacobs Team will provide overall project management / project control management for the Jacobs Team relevant to the scope of services for the "Yellow Area" as defined here within Exhibit "A". These services include:

- Maintaining transparent and effective communications/coordination between the City and the Jacobs Team (and periodically with other consultant teams hired by the City to design CDBG-DR2 approved infrastructure improvements within other areas of work outside the "Yellow Area" to help mitigate "gaps" between each consultant's scope of services).
- Managing weekly internal project coordination meetings, with the Jacobs Team, ensuring effective internal coordination (initially weekly) as well as with the City.
- Jacobs' project manager will attend weekly sub-consultant meetings at the City Public Works office throughout the duration of this task order (approx. 23 weeks). During these meetings, Jacobs will share progress information relevant to the "Yellow Area" with the other consultants who have been retained by the City for separate CDBG-DR2 restoration work. Jacobs will record meeting minutes relevant to the "Yellow Area".
- Project management associated with the Jacobs Team's invoicing.
- Managing schedules and deliverables.
- Performing Quality management services (QA/QC) to mitigate project risk.
- Implementing safety plans for all prime and sub consultants.
- And traditional administrative services.

Topographic Survey Services:

Within the Jacobs Team, Shultz Surveying and Engineering will perform the necessary topographic surveys for each of the projects listed within this task order. These services are limited to the boundaries identified in Appendix "D".

Geotechnical Engineering Services:

Within the Jacobs Team, Palmerton and Parrish will perform the necessary geotechnical field investigation logging selective boreholes and provided lab results with foundation recommendations. We have assumed seven (7) boreholes total for the two storm water improvement projects noted above. These geotechnical services are limited to scope defined in Appendix "E".

Exclusion, Qualifications and Assumptions

The following services are EXCLUDED from the Jacobs Team scope of services. Each can be added in future task order request by the City. Additional exclusion is itemized within Appendix "B" per individual project.

- All construction support services, including, but not limited to, all construction management services during construction, responding to any Request for Information (RFI) from contractors or City, construction testing, construction surveys or stakeout, survey as-builts, material testing of any kind, and the attendance in City or contractor meetings.
- The development of traffic control plans (provided by Contractor).
- The development of erosion control plans (provided by Contractor).
- Construction services (as a construction contractor).
- Overall program management and/or project management for any work outside of the "Yellow Area" CDBG-DR2 scope of services defined here within this Exhibit A.
- Overall design oversight of other consultants, including, but not limited to design reviews of other consultants and/or contractors.
- All participation in City council meetings have been excluded from this scope of services. There is no time included within this proposal for public hearings or support for public input to the project.
- Subsurface utility exploration.
- Permit Applications.
- This scope of work does not include the payment of deposits, fees, surcharges, escrows or so forth of any kind including, but not limited to, review and permit fees. This proposal assumes that any payments of that nature will be the responsibility of CITY.
- The scope of work does not include property owner solicitation for acquisition of property rights or rights of access by CONSULTANT. This proposal assumes that such solicitation will be performed under a separate agreement.
- Full size printing of paper or mylar plan sets (electronic delivery).
- The design for relocation of existing utilities (except storm sewer and sanitary sewer) is not included within this scope. No fee has been allocated for the cost of design of any of relocation of telephone, fiber optic, water, gas, power, or other utilities other than storm or sewer as indicated.
- Traffic signal design warrants for, or any other related traffic signal work is not included in this proposal.
- Any work related to condemnation of specific parcels.
- The scope of work assumes wetland/soil mitigation and archeological/historical/cultural exploration will not be required.
- Right of way acquisition services other than those plans specifically outlined in this proposal.
- The scope of work does not include public "Neighborhood" project meetings or any public involvement.
- Wetland Mitigation / Soil Mitigation Plan.

- Archeological / Historical / Cultural Exploration.
- Retaining wall design.
- Box culvert Design.

A proposal and contract amendment can be prepared for post-design services once the actual scope of construction is known.

The following assumptions have been made during the preparation of this Exhibit "A":

- LIDAR information for the "Yellow Area" will be provided to the CONSULTANT by the City prior to the start of work.
- The City's reviews will be completed within a 2 week period.
- CITY and CONSULTANT recognize that the actual time required for regulatory agency and utility service provider review and approval of construction documents is unknown and is beyond the control of either the CITY and/or CONSULTANT. CITY and CONSULTANT recognize that if extended periods of time are required for review, it may have an adverse effect on the progress of the work.
- The scope of work assumes that CITY will provide construction contract agreement forms, the general and supplementary conditions to the construction contract, bid forms, invitations to bid, instructions to bidders, and any other appropriate documents for incorporation into the construction documents.

Deliverables

See Appendix "B" for the specific deliverables per project.

References

This fee proposal has been developed by referencing the City Request for Qualifications (RFQ) and proceeding meetings with the City since announcement of the firms selected to prepare a cost proposal for the CDBG DR2 program (2 meetings).

Schedule

The Jacobs Team anticipates working each of the listed projects simultaneously. The overview-infrastructure analysis and prioritization study is scheduled to be completed within 72 calendar days of the Notice To Proceed (NTP) and the identified drainage and sidewalk projects range from 139 day to 164 day completion dates from the NTP. Please see appendix "B" for project specific schedules.

The Engineer will be entitled to an extension of time for any delays caused by events beyond its reasonable control.

Compensation

Compensation for the work defined here within Exhibit "A" shall be based upon the NOT TO EXCEED amount of **$798,261**. Monthly invoicing will be based upon the rate schedules provided in Appendix "C". Man-hour estimates are included in Appendix "B" for reference (per each individual sub-project).

Please see the table below for summary breakdown of this NOT TO EXCEED fee.

Invoicing

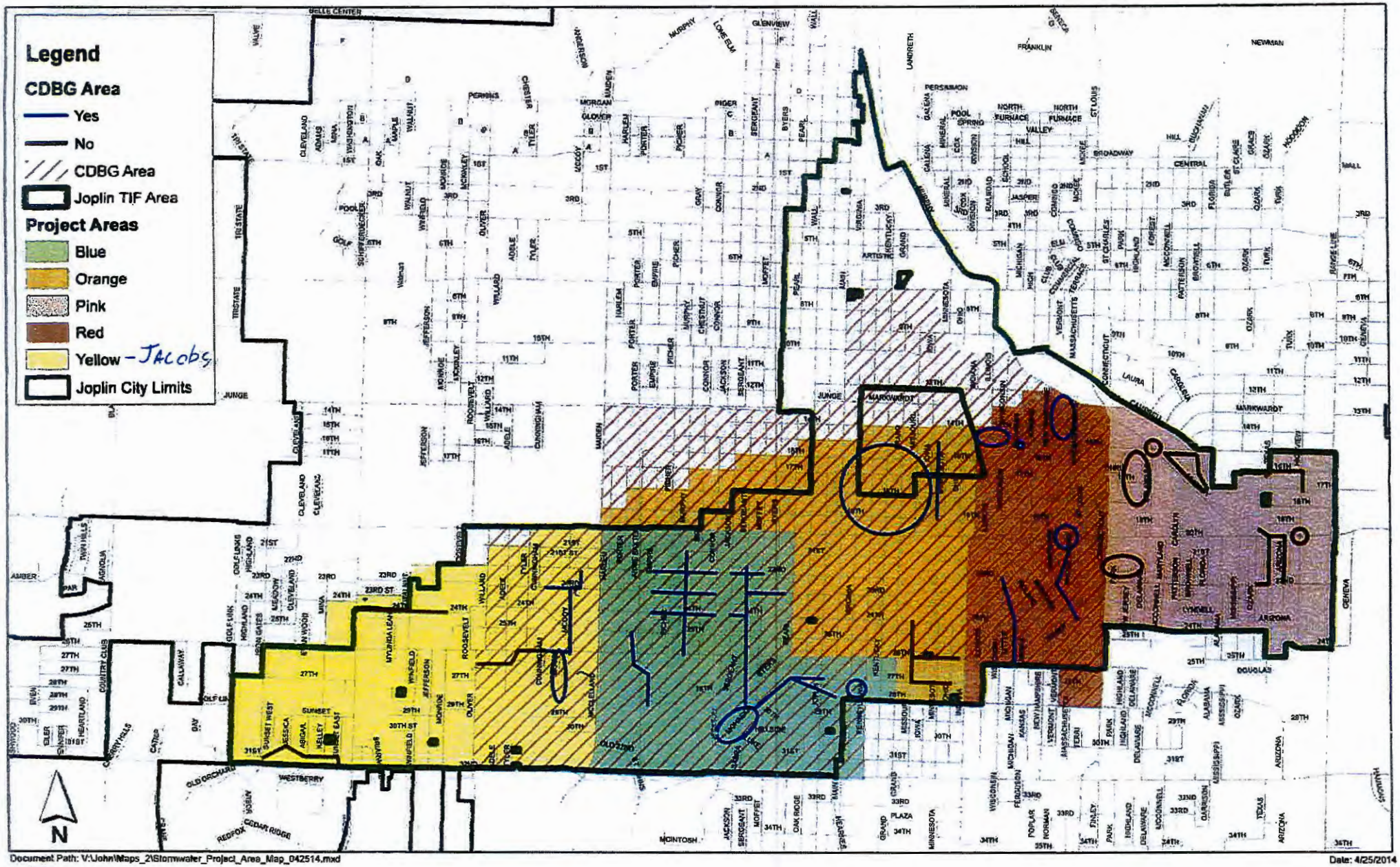
Engineer will submit invoices for periodic payments monthly and the City will pay Engineer within thirty days of Engineer's invoice."

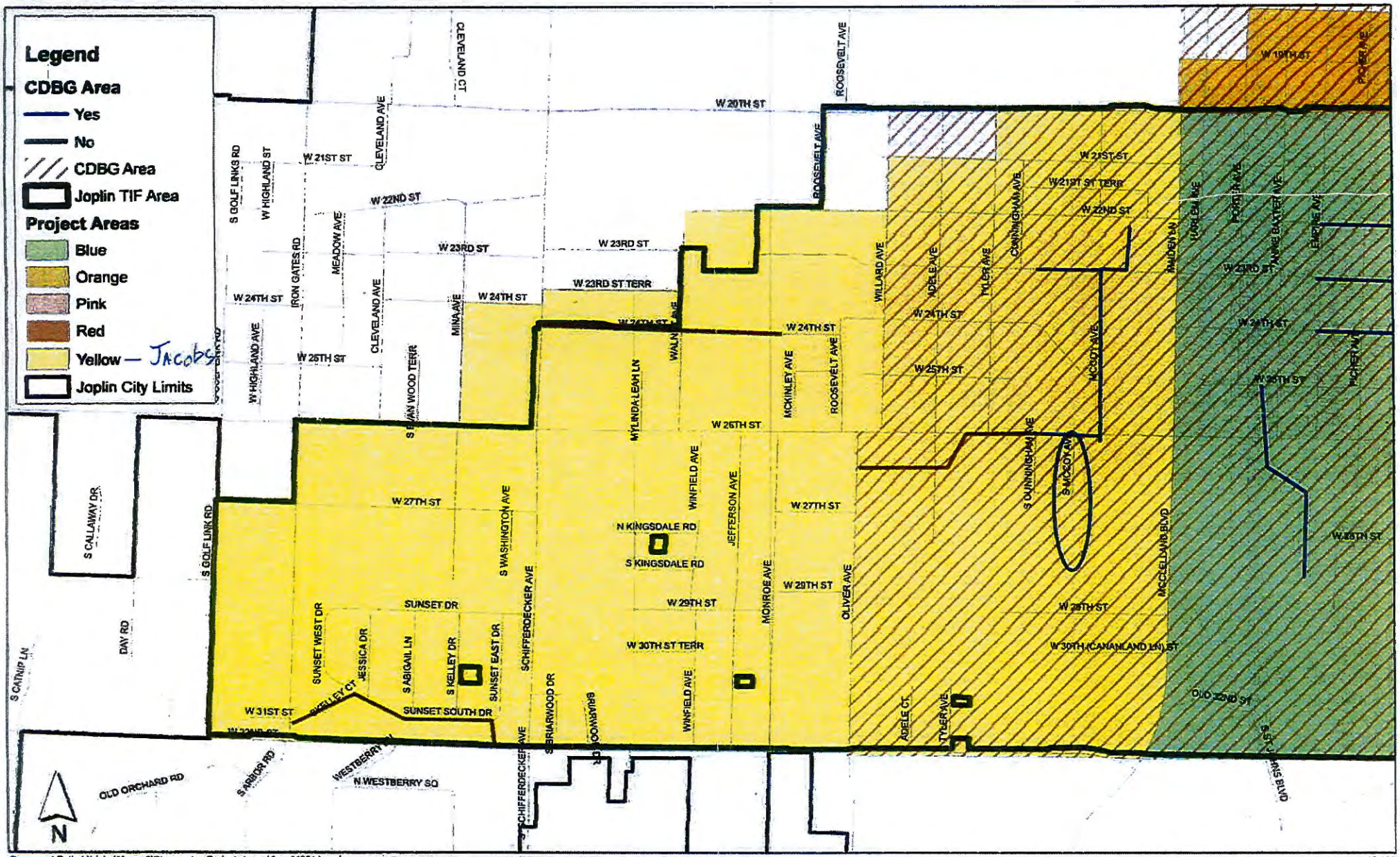
Joplin, MO. CDBG-DR2
Professional Engineering Services
Infrastructure Improvements – Yellow Area
EXHIBIT A

Task	Project A - Oliver-Cunningham storm water Improvements - HRGREEN	Project B - McCoy Aver-Cunningham Storm water Improvements - Jacobs	Project C - Willard-Sidewalk Improvements - Jacobs	Project D - Oliver-Sidewalks Improvements - HRGREEN	Project E - Overall Infrastructure Study - HRGREEN - Jacobs	Design & Procurement Subtotal	Overall Project Management - Project controls, Admin.- Jacobs	Total
Study & Design	$79,265	$146,543	$67,565	$72,047	$109,947	$475,367	**$55,845**	$531,212
Final Design & Construction Procurement	**$28,252**	**$30,286**	**$29,294**	**$28,252**	**$15,410**	$131,494	**$0**	**$131,494**
NEPA	$6,945	$10,215	$7,249	$6,945	$0	$31,355	**$0**	$31,355
Directs (travel + Misc.)	$8,250	$10,250	$8,500	$7,250	$8,200	$42,450	**$10,750**	$53,200
Surveying	$7,500	$20,000	$7,500	$5,000	$0	$40,000	**$0**	$40,000
Geotechnical	$5,000	$6,000	$0	$0	$0	$11,000	**$0**	$11,000
	$135,212	**$223,294**	**$120,108**	**$119,494**	**$133,557**	**$731,666**	**$66,595**	**$798,261**

APPENDIX A

Yellow Zone Area Map


Legend
CDBG Area
Yes
No
CDBG Area
Joplin TIF Area
Project Areas
Blue
Orange
Pink
Red
Yellow - Jacobs
Joplin City Limits
N
Document Path: V:\John\Maps_2\Stormwater_Project_Area_Map_042514.mxd
Date: 4/25/2014



Document Path: V:\John\Maps_2\Stormwater_Project_Area_Map_042514.mxd

Date: 4/25/2014

CITY OF JOPLIN STATEMENT OF WORK - PROJECT A

Storm water Improvements - Ditch from Oliver Ave. to Cunningham Ave. - Engineering Hours

Schedule 139 calendar days = 20 wks.	No. of Dwgs	Hours Project Manager JACOBS	Hours Sr. Professional HRGREEN	Hours Professional HRGREEN	Hours Jr. Professional HRGREEN	Hours Technican HRGREEN	Hours Cost Estimator JACOBS	Hours Geotechnical Engineer JACOBS	Hours Total
HR Green (as subconsultant to Jacobs) Project Management									
Internal Team meetings (assume 4)			4	4	4	4			16
Coordinate proposal info / internal Kickoff meeting			1	1	1	1			4
SubTotal for HR Green PM		**0**	**5**	**5**	**5**	**5**	**0**	**0**	**20**
Directs - Travel (to Jacobs office)									$250
Directs - Miscellaneous									$0
Engineering Study - Preliminary 30% Design									
Download & Review City / Available Data					4	2			6
Site Visit & City Meeting (2 people for 1 day; 1 visit)			8		8				16
Write Survey Scope of Work, Coordinate and Review Data				8	4				12
Write Geotechnical Scope of Work, Coordinate and Review Data				8	4				12
Concept Design (2 options)			2	8	24	24			56
ROW Investigation				2	8				10
Opinion of Probable Construction Cost			1		4		8		13
Utility Coordination			2	2					4
NEPA - Site visit initial coordination, data collection, Agency coordination				12	18				30
QA/QC			2						2
Subconsultant Coordination			2	8					10
Meet with City to discuss Options - **CHOOSE BEST OPTION** - Public input as necessary (1 person for 1 day; 1 visit)		1	8	8					17
Jacobs Project management (3hrs per week for 4wks)		12							12
Subtotal for Engineering Study - Preliminary 30% Design		**13**	**25**	**56**	**74**	**24**	**8**	**0**	**202**
Directs - Travel (2 Trips, Hotel, Car Rental, Food)									$2,000
Directs - Survey									$7,500
Directs - Geotech									$5,000
Directs - Miscellaneous									$500

CITY OF JOPLIN STATEMENT OF WORK - PROJECT A									
Storm water Improvements - Ditch from Oliver Ave. to Cunningham Ave. - Engineering Hours									
Schedule 139 calendar days = 20 wks.	No. of Dwgs	Hours Project Manager JACOBS	Hours Sr. Professional HRGREEN	Hours Professional HRGREEN	Hours Jr. Professional HRGREEN	Hours Technician HRGREEN	Hours Cost Estimator JACOBS	Hours Geotechnical Engineer JACOBS	Hours Total
60% Design/Construction Docs - Chosen Option									
Cover Sheet	1				1	1			2
Typical Sections (1 sheet)	1				2	6			8
Plan / Profile Sheets (3 Sheets - 1" = 20')	3		2	6	20	20			48
Cross Sections - includes driveway profiles (1"=5')	8			4	8	16			28
Drainage Design - Drainage Area Maps	2		1	2	8	4			15
Drainage Design - Analysis and Reporting			2	8	16	2			28
Storm Sewer Profiles (1 sheet - 1"=5')	1			2	8	6			16
Grading Sheet (3 sheets - 1" = 20')	3		1	3	3	16			23
Detail Sheets (2 Sheets)	2			2	8				10
Job Special Provisions (4 Each)			2		1				3
Utility Coordination			2	4					6
NEPA - develop checklist, draft report				10	10				20
QA / QC			6						6
Subconsultant Coordination			2	8					10
Opinion of Probable Construction Cost			1		4		6		11
City Review Meetings (1 person - 1 day 1 visit)			8						8
Jacobs Project management (3hrs per week for 4wks)		12							12
Subtotal for 60% Design-Construction Documents	21	12	27	49	80	73	6	0	256
Directs - Travel (1 Trip, Hotel, Car Rental, Food)									$1,000
Directs - Miscellaneous									$500

CITY OF JOPLIN STATEMENT OF WORK - PROJECT A									
Storm water Improvements - Ditch from Oliver Ave. to Cunningham Ave. - Engineering Hours									
Schedule 139 calendar days = 20 wks.	No. of Dwgs	Hours Project Manager JACOBS	Hours Sr Professional HRGREEN	Hours Professional HRGREEN	Hours Jr Professional HRGREEN	Hours Technician HRGREEN	Hours Cost Estimator JACOBS	Hours Geotechnical Engineer JACOBS	Hours Total
90% Design/Construction Docs - Chosen Option									
Cover Sheet	1					1			1
Tabulations of Quantities (Summary & Tabulations)			2		8	4			14
Typical Sections (1 sheet)	1				1	2			3
Plan / Profile Sheets (3 Sheets - 1" = 20')	3		2	4	12	12			30
Cross Sections - includes driveway profiles (1"=5')	8			4	8	8			20
Storm Sewer Profiles (1 sheet - 1"=5')	1		1	2	4	4			11
Grading Sheet (3 sheets - 1" = 20')	3		1	3	3	8			15
Detail Sheets (2 Sheets)	2			2	4	4			10
Job Special Provisions (4 Each)			2	6					8
Utility Coordination			4	4					8
NEPA - Final report & Application				5	5				10
QA / QC			8	8					16
Subconsultant Coordination			2	8					10
Opinion of Probable Construction Cost			2		4		6		12
Complete Workday Study				1	4				5
City Review Meetings (1 person - 1 day 1 visit)			8						8
Jacobs Project management (3hrs per week for 5wks)		15							15
Subtotal for 90% Design-Construction Documents	19	15	32	47	53	43	6	0	196
Directs - Travel (1 Trip; Hotel, Car Rental, Food)									$1,000
Directs - Miscellaneous									$500

CITY OF JOPLIN STATEMENT OF WORK - PROJECT A

Storm water Improvements - Ditch from Oliver Ave. to Cunningham Ave. - Engineering Hours

Schedule 130 calendar days = 20 wks.	No. of Dwgs	Hours Project Manager JACOBS	Hours Sr. Professional HRGREEN	Hours Professional HRGREEN	Hours Jr. Professional HRGREEN	Hours Technician HRGREEN	Hours Cost Estimator JACOBS	Hours Geotechnical Engineer JACOBS	Hours Total
Final Design/Construction Docs - Chosen Option									
Final Revisions to Plan Set and Special Provisions (2.5 days for 1 FTE)			2		12	6			20
Opinion of Probable Construction Cost			1		2		6		9
Assemble bid proposal using front end documents, required inserts, and job special provisions			10	80					90
Distribute plans and bid proposal to appropriate bidding outlets			4	4					8
Maintain bidder list and track bidding questions					8				8
Manage pre-bid conference (1 person - 1 day 1 visit)			10						10
Answer and issue written clarifications to questions during bidding			2		8				10
Attend bid opening and tabulate bids (1 person - 1 day 1 visit)			12						12
Verify bidder requirements, check references, and recommend apparent low bidder			2		4				6
Jacobs Project management (3hrs per week for 7wks)		21							21
Subtotal for Final Design-Construction Documents		**21**	**43**	**84**	**34**	**6**	**6**	**0**	**194**
Directs - Travel (2 Trips, Hotel, Car Rental, Food)									$2,000
Directs - Miscellaneous									6500

APPENDIX B

Scope of Work,
Manhour Estimate,
and Schedule

(Approx. 50-ft of Storm Sewer Improvements and 1,125 LF of Natural Channel Improvements)

SCOPE OF ENGINEERING SERVICES:
"Yellow Area" Storm Water Improvements – Ditch from Oliver Ave. to Cunningham Ave.
(Yellow Area as defined by the City)

PROJECT UNDERSTANDING
The project is located in the "Yellow Area" in an area just south of 26th Street, east of Oliver Avenue, and west of Cunningham Avenue in the City of Joplin, Missouri. The purpose of the project is to alleviate nuisance yard and street flooding in the area. The project site is not located in the 100-yr flood plain as mapped by FEMA. At the present time, storm water runoff is conveyed from the west under Oliver Avenue (considered upstream limits of project) to the northeast by an unimproved channel/ditch (approximately 650-ft reach) that is piped under Adele Avenue to another reach of unimproved channel/ditch (approximately 475-ft reach) that carries it farther to the northeast toward the south side of 26th Street near its intersection with Tyler Avenue (considered downstream limits of project). At the downstream limits of the project, an existing concrete flume collects and concentrates the runoff, and the flow is conveyed in a 48-inch diameter pipe sewer to the north under 26th Street to a junction box that collects additional flow from the surrounding storm sewer system. It is assumed the existing storm sewer system downstream of the existing concrete flume that serves as the collection point for the project area storm water runoff has adequate capacity.

To alleviate nuisance yard and street flooding at properties along the reaches of unimproved channel/ditch previously described, a new storm conveyance system consisting of approximately 50-ft of pipe culvert and 1,125-ft of natural channel improvements is proposed from Oliver Avenue to the existing concrete flume on the south side of 26th near its intersection with Tyler Avenue.

PROJECT APPROACH
The CONSULTANT has been retained by the City to engineer the improvements and to prepare plans, specifications and estimates (PS&Es). In addition, the CONSULTANT shall provide professional services during the procurement of construction bids. If desired by the City, amendments to this agreement can be prepared in the future for post-design services.

In order to achieve the goals and objectives established for this project, the CONSULTANT will provide the following scope items:

I. PROJECT COORDINATION

a. Internal team meetings will be held as needed to ensure each Jacobs team member (prime and subconsultant team members alike) are operating under the same directions and following the same guidance for the project. Meetings will last no longer than one hour and will be held either face to face, or by phone conference. Four (4) meetings are assumed for this task.

b. Coordinate proposal information and have internal kick-off meeting.

II. PRELIMINARY (30%) DESIGN STUDY

Based on preliminary discussions with the CITY, the CONSULTANT will provide Preliminary options and recommendations and a cost estimate for improvements to be made in the project area.

a. Field Check and Data Gathering
   1) Perform record data research/collection including, but not limited to:
      i. Utility Service Provider available facility record data
      ii. Existing and future land use/zoning
      iii. Property data including ownership

iv. FEMA/FIS data and mapping
v. NRCS soil survey data
vi. USGS 7.5-minute Topographic Quadrangle Map(s)
vii. Municipal records of completed and proposed projects in the area
viii. Relevant watershed data, maps, reports
ix. Completed and proposed projects in the area
x. Complaint records

2) Perform regulatory agency record data search/initial contact
   i. Contact appropriate regulatory authorities (namely DNR, EPA and the USACE) to confirm the need for their involvement in the project and to solicit:
   ii. Record data, plans, maps, etc. for known facilities located at the vicinity of the site.
   iii. Applicable rules and/or regulations
   iv. Permit application requirements and procedures
   v. Construction requirements and standards
   vi. Plan review and approval requirements and procedures

b. Site Visit and City Meeting - Review and assimilate the information and data collected and identify data gaps. Meet with the City to discuss findings and map out path forward.

c. Topographic Survey Coordination - Work shall consist of generating a scope of work for the surveyor to perform necessary topographic and right of way survey of the project site and the performance of these respective field surveys as defined in Appendix "D". Survey will be reviewed for completeness once data is received.

d. Geotechnical Field and Engineering Services - Work shall consist of generating a scope of work for the geotechnical engineer to perform necessary subsurface investigations of the project site and the performance of these respective field surveys as defined in Appendix "E". Report will be reviewed for completeness once data is received.

e. Concept Design: Based on information gathered, prepare preliminary analysis of problem as follows:
   1) Watershed Drainage Study: Watershed sizing; identify nature and source of storm water discharges present and future; estimate quantity and flowrate (specific to upstream and downstream project limits)
   2) Storm water Schematic Design – 2 Options
      i. Indicate existing facility locations, rights-of-way, easements, and utilities.
      ii. Indicate proposed boring/test hole locations, utility relocations, anticipated easements and temporary construction easements.
      iii. Indicate proposed access routes and permanent working room for construction.
   3) Identify and evaluate site issues (utilities, laterals, constructability, etc.).

f. ROW Investigation – Opinion of Probable Construction Cost - Prepare a scope of work narrative and Opinion of Probable Construction Cost (OPC) for the project.

g. Opinion of Probable Construction Cost - Prepare a scope of work narrative and Opinion of Probable Construction Cost (OPC) for the project.

h. Utility Coordination – Utility providers will be contacted to discuss the project and outline major conflicts. The preliminary plans assembled in this phase will be provided to the utility companies. High level costs will be obtained from each utility for relocating services as needed.

i. QA/QC - A QA / QC check will be performed on all calculations and drawings prior to submittal in accordance with our job specific quality plan.

j. Subconsultant coordination (Surveyors, Geotechnical, Jacobs, etc.) - work shall consist of the management of subconsultants within the Jacobs Team (only) used on the project for specialty services, and shall include the project management associated with processing invoices, answering questions, directing work, managing schedules and deliverables, and other general administrative work to this cause.

k. Meet with City to discuss options moving forward and choose the best option.

III. 60% DESIGN PLANS

After CITY direction is given, the CONSULTANT will develop plans that correspond with any CITY driven changes and proceed towards a 60% design plan set. The plans will show a refined set of details, including:

a. Cover Sheet - Legend, sheet index, locator map, and abbreviations.

b. Typical Sections.

c. Plan / Profile Sheets – Split plans drawn to a scale of 1" equals 20' horizontally and 1" equals 5' vertically. Design of horizontal and vertical alignment shall be sufficient to provide construction limits and cross sections.
   i. Reference ties will be provided directly on these sheets.
   ii. Approximate construction limits and easement / new right of way lines will be shown on the plan/profile sheets and will be based on the approximate construction limits.
   iii. The location of all utilities, and book and page if the easement is on private property, based on available information.

d. Cross Sections - Cross sections for improvements will be shown at fifty-foot intervals along the proposed centerlines of the alignment, drawn at a scale of 1" equals 5' both horizontally and vertically. Cross sections will be required to determine the potential extent of ROW / easement impacts only.

e. Drainage Design –The drainage design for the project will include:
   i. Assessment of the existing and proposed watershed and drainage areas.
   ii. Assessment of the existing storm sewer drainage network (condition, location, capacity, etc.) to determine the extent it can be reused. This does not include modeling of the downstream system.
   iii. Type, size, and location of the necessary drainage features for the project.
   iv. Proposed water quality measures will be evaluated.
   v. Design submittals and approvals acquired through the appropriate regulatory channels.

f. Storm Sewer Profiles - Proposed profiles for storm sewer pipe to be drawn at a scale of 1" equals to 20' horizontally and 1" equals 5' vertically.

g. Grading Sheets – Proposed contours for the design features shown will be shown on separate sheets at a scale of 1" equals 20' horizontally.

h. Detail Sheets: Limited to 2 Sheets
   i. Details of non-standard design features will be provided on these sheets as necessary.

i. The City of Joplin's Standard Specifications current edition will be adopted for the specifications of this project and appended as needed in the Job Special Provisions (JSPs). A list of known JSP's at this stage of design will be prepared.

j. Utility Coordination – A preliminary phase plan will be submitted to utility providers. This will include electronic plans (which will include title sheet, typical section sheets, plan sheets, and cross section sheets. A utility coordination log of events and communications will also be developed and maintained.

k. QA/QC - A QA / QC check on all calculations and drawings will be performed prior to submittal in accordance with our job specific quality plan.

l. Subconsultant coordination (Surveyors, Geotechnical, Jacobs, etc.) - work shall consist of the management of subconsultants within the Jacobs Team (only) used on the project for specialty services, and shall include the project management associated with processing invoices, answering questions, directing work, managing schedules and deliverables, and other general administrative work to this cause.

m. Opinion of Probable Construction Cost – Based on the 60% Complete Design Plans, a revised OPC will be provided.

n. Meet with City to discuss progress of project and answer any questions of City or project team.

IV. 90% DESIGN PLANS

It is assumed that the 90% Plan Submittal will be of bid quality, and that the majority of City design comments will occur during the 60% plan review or through communications between the City and CONSULTANT between submittals. The Final Plans, Specifications, and Estimate (PS&E) submittal will specifically include the following information:

a. Cover Sheet - Legend, sheet index, locator map, and abbreviations.

b. Tabulation of Quantities – Quantities with subsequent quantity breakdown per item will be provided.

c. Proposed Typical Sections.

d. Plan / Profile Sheets.

e. Cross Sections.

f. Storm Sewer Profiles.

g. Grading Sheets.

h. Erosion control plans will NOT be provided. It will be the responsibility of the contractor to prepare a Storm water Pollution and Prevention Plan (SWPPP) for the project in conjunction with the construction permitting.

i. Detail Sheets.

j. The City of Joplin's Standard Specifications (current edition) will be adopted for the specifications of this project and appended as needed in the Job Special Provisions. All necessary Job Special Provisions (which supersede the City's Standard Specifications) will

be developed for review and approval by the CITY. The CITY will provide the front-end Contractual documents. The CITY will be advised of any needed changes to these documents to meet / correlate with JSPs or meet Federal/State/local requirements.

k. Utility Coordination – Utility companies will be coordinated with for any adjustments required to be included in the final design plans. A final electronic submittal will be provided to each utility company with facilities within the project corridor.
   1) All necessary utility plan adjustments will be incorporated into the final plans as required by the CITY; however actual design of relocated or adjusted utility facilities such as water, telephone, gas, fiber optic, power, or other is not included within this scope of services. The exception will be storm or sanitary sewer adjustments or relocations required to coordinate with existing utilities. This work will be limited to reasonable revisions (up to two) related to avoiding conflicts as identified during the initial utility coordination phase.
   2) The CONSULTANT will NOT be responsible for the preparation, negotiation and execution of all utility agreements as may be required to adjust existing utilities as a result of this project. However, the CITY may elect to add this work by Supplemental Agreement at a later date when the scope is better defined.

l. QA/QC - A QA / QC check on all calculations and drawings will be performed prior to submittal in accordance with our job specific quality plan.

m. Subconsultant coordination (Surveyors, Geotechnical, Jacobs, etc.) - work shall consist of the management of subconsultants within the Jacobs Team (only) used on the project for specialty services, and shall include the project management associated with processing invoices, answering questions, directing work, managing schedules and deliverables, and other general administrative work to this cause.

n. Opinion of Probable Construction Cost – Based on the 90% Complete Design Plans, a revised OPC will be provided.

o. Construction Workday Study. The construction scope will be evaluated and a preliminary construction schedule will be generated in the form of construction days needed to be used by CITY.

p. Meet with City to discuss progress of project and answer any questions of City or project team.

V. 100% DESIGN PLANS/CONSTRUCTION PROCUREMENT ASSISTANCE SERVICES

It is assumed that minor comments from the 90% Plan Submittal will be picked up in this phase, and the plans will be adjusted accordingly. However, these City comments are expected to only be minor in nature, and the time spent addressing the comments will be limited to two and one half days (2.5) days of FTE time. Specific tasks attributed to the Construction Procurement assistance Services phase will include:

a. Final Revisions to Plan Set – Pick up final City comments and assemble final plans and special provisions.

b. Opinion of Probable Construction Cost – Based on the 100% Complete Design Plans, a revised OPC will be provided.

c. Assemble the bidding package for the project.

d. Distribute Plans – Distribute plans and bid proposal to appropriate bidding outlets. Develop the advertisement of the bid opportunity to City newspapers, City websites, and other media distribution outlets as determined with City influence.

e. Maintain a list of plan holders and tracking bidding questions.

f. Manage Pre-Bid Conference - Scheduling, preparing the addenda for, attending, and issuing meeting minutes of a pre-bid meeting.

g. Answering and issuing written clarifications in response to RFI's (in the form of addenda to the advertisement for bids)

h. Attendance at the bid opening and tabulation of the bids

i. Verification of the bid requirements, checking of references, and recommendation to City of the apparent low bidder.

VI. NEPA ENVIRONMENTAL REVIEW

This project will be subject to a site-specific Environmental Review. This environmental review will follow the procedures and requirements presented in 24 CFR Part 58 and in HUD's *Environmental Review Guide for Community Block Grant Programs.* It is anticipated that this project, because of the nature of the proposed work, will be determined to be categorically excluded from NEPA requirements.

An environmental field review will be conducted of the specific project area to note site-specific conditions requiring evaluation. Coordination with design engineers will be conducted to fully document the extent and nature of the proposed improvements. Where necessary, coordination will be conducted with federal, state, or local agencies to define existing conditions, regulatory requirements, and potential impacts, if any.

A Statutory Checklist (Chapter 4, page 22, of the *Environmental Review Guide*) will be completed, along with all necessary research and coordination to resolve each checklist item. Compliance documentation will be included as required. A preliminary checklist will be prepared during the 60% Design Phase, and the final checklist will be prepared during the 90% Design Phase. The final Statutory Checklist will serve as the documentation of the Environmental Review process and findings.

VII. DELIVERABLES PROVIDED BY CONSULTANT

CONSULTANT will deliver or provide the labor and materials for the following submittals:

a. The services of all professionals and technical personnel required for the performance of the services described under the Scope of Services above.

b. Technical Memorandums as specified.

c. Electronic plan sets (for those drawings completed at time of submittal) and Opinion of Probable Construction Cost (OPC) to be submitted via email to the City, Program Manager, and utility providers for the following project milestones:
   1) 30% Plans
   2) 60% Plans
   3) 90% Plans
   4) Final Plans

d. Electronic copy of complete Bid Proposal utilizing the City's standard boilerplate documents (front end contract, general provisions, requirements, etc.) plus other standard documents

such as the City Standard Specifications, Federal and State Wage Rates, Job Special Provisions, and other required documents.

VIII. ESTIMATED SCHEDULE

CONSULTANT estimates that **139-calendar days** will be required to complete design through the 90% Design Plans phase.

	CONTRACT STAGE	INDIVIDUAL CALENDAR DAYS	ACCUMULATED CALENDAR DAYS
	Start Date		
II	Preliminary (30%) Design Plans	30	30
	CITY Review (Includes Meeting)	10	40
III	60% Design Plans	30	70
	CITY Review (Includes Meeting)	10	80
IV	90% Design Plans	45	125
	CITY Review (Includes Meeting)	14	139
	TOTAL:	**139 Days**	

100% Design Plans/Bidding Services shall be completed within 45-calendar days after property rights agreements are executed.

SCOPE OF ENGINEERING SERVICES

McCoy Avenue / 23rd - Storm water / Sidewalk Improvements

PROJECT UNDERSTANDING

The project is located in the "Yellow Area" north of 26th Street, south of 23rd Street between Maiden Lane and Cunningham Avenue in the City of Joplin, Missouri. The purpose of the project is to alleviate flooding upstream of an existing large CMP culvert, eliminate ponded water that accumulates in the roadway curb and gutters and add pedestrian sidewalks along McCoy and 23rd Streets. The project site is not located in the 100-yr flood plain as mapped by FEMA.

At the present time, storm water runoff is conveyed to this area from the east side of Maiden Lane and the north side of 23rd Street up to approximately 17th Street. Conveyance to this area is a combination of closed drainage systems throughout the area and open channels located on private property east of McCoy and on government property owned by The Joplin Housing Authority west of McCoy. The outlet point to the south is an existing CMP culvert traversing under 26th Street and the old "St. Johns" development. This culvert discharges into an existing creek that runs in a southerly direction.

1. Box Culvert
    a. It is assumed the creek downstream of the existing culvert has adequate capacity and it is the CMP culvert causing the flooding problems. To alleviate flooding, infrastructure options will be considered and analyzed. Options to be considered are as follows:
        i. Locate a detention basin(s) upstream of the culvert to attenuate peak flows. Basin locations will be evaluated on both sides of McCoy Avenue based on right-of-way considerations.
        ii. Increase the size of the CMP culvert to pass flood flows.

2. Roadway Drainage
    a. In several locations, storm water runoff generated from existing roadways and adjacent properties drains onto the roadway and ponds in low areas that don't have street inlets. These localized low points within the gutter system will be analyzed and eliminated with new curb inlets and closed drainage systems. It appears this as caused pavement failure in isolated locations as well.
    b. A large port of the drainage areas currently discharges under 23rd Street west of McCoy onto property owned by The Joplin Housing Authority. This area will be reviewed for flow rates and erosion. Countermeasures will be developed to eliminate this condition.

The second part of the project is to increase pedestrian mobility and connectivity in the "Yellow Area" of the area affected by the tornado zone, through the addition of Americans with Disability Act (ADA) compliant sidewalks and curb ramps throughout the corridor. At the present time, the entire corridor (with the exception of the roadway projects currently in design or under construction) is devoid of pedestrian accommodations.

In order to achieve the goals and objective established for this project, the CONSULTANT will provide the following scope items:

I. ENGINEERING STUDY, PRELIMINARY 30% DESIGN

A preliminary concept plan, recommendations and an opinion of probable construction cost for improvements to be made in the project area will be provided (3 options maximum).

a. Download & Review City / Available Data
   1) Perform record data research/collection including, but not limited to:
      i. Utility Service Provider available facility record data
      ii. Existing and future land use/zoning
      iii. Property data including ownership
      iv. FEMA/FIS data and mapping
      v. NRCS soil survey data
      vi. USGS 7.5-minute Topographic Quadrangle Map(s)
      vii. Municipal records of completed and proposed projects in the area
      viii. Relevant watershed data, maps, reports
      ix. Completed and proposed projects in the area
      x. Complaint records
   2) Perform regulatory agency record data search/initial contact
      i. Contact appropriate regulatory authorities (namely DNR, EPA and the USACE) to confirm the need for their involvement in the project and to solicit:
      ii. Record data, plans, maps, etc. for known facilities located at the vicinity of the site.
      iii. Applicable rules and/or regulations
      iv. Permit application requirements and procedures
      v. Construction requirements and standards
      vi. Plan review and approval requirements and procedures

b. Site Visit and City Meeting - Review and assimilate the information and data collected and identify data gaps. Meet with the City to discuss findings and map out path forward.

c. Topographic Survey Coordination - Work shall consist of generating a scope of work for the surveyor to perform necessary topographic and right of way survey of the project site and the performance of these respective field surveys as defined in Appendix "D". Survey will be reviewed for completeness once data is received.

d. Geotechnical Field and Engineering Services- Work shall consist of generating a scope of work for the geotechnical firm to perform necessary borings and geotechnical report of the project site and the performance of these respective field surveys as defined in Appendix "E". Borings and report will be reviewed for completeness once data is received.

e. Watershed Drainage Study: Based on information gathered, prepare preliminary drainage analysis as follows:
   1) Watershed sizing; identify nature and source of storm water discharges present and future; estimate quantity and flowrate. (Watershed delineation)
   2) Analyze existing system to determine capacity and possible deficiencies.
   3) Develop solutions to alleviate capacity deficiencies (Detention Basin).
   4) Locate street inlets to eliminate localized gutter ponding.
   5) Develop closed sewer system connectivity in study area.

f. Sidewalk Study:
   1) High-level assessment of pedestrian volumes and needs, as well as ROW widths and quantity of parcels which would require interaction should ROW/easements is needed.
   2) Develop preliminary concepts for the proposed improvements:
      i. Conceptual conveyance facility route location.
      ii. Location of sidewalk (both sides or single side), ADA curb ramps, and crosswalks
   3) Prepare preliminary alignment map(s) and appurtenant schematics as appropriate to assist in defining the scope of work.

g. Conceptual Drawings: Prepare preliminary map(s) and appurtenant schematics as appropriate to assist in presenting the project solutions developed. Profiles and details will NOT be provided at this time. Only schematics that present the solution to allow understanding of the solution will be developed.

h. ROW Investigation - Identify target property access/rights that will be necessary to construct the proposed improvements.

i. Opinion of Probable Construction Cost - Prepare a scope of work narrative and Opinion of Probable Construction Cost (OPC) for the project.

j. Utility Coordination – Utility providers will be contacted to discuss the project and outline major conflicts. The preliminary plans assembled in this phase will be provided to the utility companies. High level costs will be obtained from each utility for relocating services as needed.

k. QA/QC - A QA / QC check will be performed on all calculations and drawings prior to submittal in accordance with our job specific quality plan.

l. Meet with City to discuss options moving forward and choose the best option.

II. 60% DESIGN PLANS

After CITY direction is given, the CONSULTANT will develop plans that correspond with any CITY driven changes and proceed towards a 60% design plan set. The plans will show a refined set of details, including:

a. Cover Sheet - Legend, sheet index, locator map, and abbreviations.

b. Typical Sections

c. Reference-Tie Sheets - Depicts and sets control for the project. Each reference point shall be three-point tied to existing features located outside proposed construction limits. Reference points should be located approximately five hundred feet (500') apart.

d. Removal Sheets – Plans drawn to a scale of 1" equals 20' horizontally. Items to be removed due within the project limits will be shown on these sheets.

e. Plan Sheets – Plans drawn to a scale of 1" equals 20' horizontally. Design of horizontal and vertical alignment shall be sufficient to provide construction limits and cross sections.

1) Proposed geometrics of the design features (Storm and Sidewalk) will be shown and detailed.
2) Approximate construction limits and easement / new right of way lines will be shown on the plan/profile sheets and will be based on the approximate construction limits.
3) The location of all utilities, and book and page if the easement is on private property, based on available information.

f. Sidewalk Profile Sheets – Sidewalk profile sheets will be developed showing the profile of the prosed sidewalks at a scale of 1" equals 20' horizontally and 1" equals 5' vertically.

g. Sewer Profile Sheets - Proposed profiles for storm sewer pipe to be drawn at a scale of 1" equals to 20' horizontally and 1" equals 5' vertically.

h. Grading Plan Sheets – Plans sheets at a scale of 1" equals 20' will be developed showing areas of special grading for detention basins and water quality features as needed.

i. MOT Sheets – Maintenance of Traffic Sheets at an appropriate scale will be developed to show required lane drops, detours, and required signage. Detailed Construction Phasing and Staging Sheets will NOT be included. This task will be limited to 4 sheets.

j. Detail Sheets: Limited to 4 Sheets
1) Details of non-standard design features will be provided on these sheets as necessary (inlets, basin outlet structures, riprap, cross-walk stripping, ADA ramps, utility details, curb details, grading, etc.).
2) Intersection geometrics and warping details will NOT be provided for intersections. Since the existing infrastructure is in place and not being replaced, only driveway cross slopes will be evaluated regarding sidewalks for compliance with ADA since they will be within the Pedestrian Access Route.

k. Cross Sections - Cross sections for sidewalks will be shown at fifty-foot intervals along the proposed centerlines of the alignment, drawn at a scale of 1" equals 5' both horizontally and vertically. Cross sections will be required to determine the potential extent of ROW / easement impacts only. Cross sections will also be shown at each driveway entrance to evaluate cross slopes ensuring compliance with ADA requirement.

l. Storm Water Engineering – Develop the following items associated with drainage design on this project:
1) Assessment of the existing and proposed watershed areas. Compute associated flowrates.
2) Proposed detention basin analysis.
3) Proposed water quality measures will be evaluated and proposed for the overall site, as well as at each storm outfall, where applicable.
4) Storm sewer analysis
5) Roadway spread analysis
6) Culvert analysis
7) Assemble computations and brief write-up in a report to be submitted to the City.

m. Drainage Area Maps – Maps depicting drainage areas for structures designed on the project will be developed.

n. Three Dimensional Modeling for Grading Areas – Perform design of grading areas and use InRoads software (MicroStation compatible) to generate a three-dimensional proposed model of these areas. This model will be used to generate and display proposed contours

o. The City of Joplin's Standard Specifications current edition will be adopted for the specifications of this project and appended as needed in the Job Special Provisions (JSPs). A list of known JSP's at this stage of design will be prepared.

p. Utility Coordination – A preliminary phase plan will be submitted to utility providers. This will include electronic plans (which will include title sheet, typical section sheets, plan sheets, and cross section sheets. A utility coordination log of events and communications will also be developed and maintained.

q. QA/QC - A QA / QC check on all calculations and drawings will be performed prior to submittal in accordance with our job specific quality plan.

r. Opinion of Probable Construction Cost – Based on the 60% Complete Design Plans, a revised OPC will be provided.

s. Meet with City to discuss progress of project and answer any questions of City or project team.

III. 90% DESIGN PLANS

It is assumed that the 90% Plan Submittal will be of bid quality, and that the majority of City design comments will occur during the 60% plan review or through communications between the City and CONSULTANT between submittals. The Final Plans, Specifications, and Estimate (PS&E) submittal will specifically include the following information:

a. Cover sheet with legend, sheet index, locator map, and abbreviations.

b. Tabulation of Quantities – Quantity sheets (Summery "A-Sheet" and "2B-Sheet(s) with subsequent quantity breakdown with per item/per sheet/per stage quantities will be provided).
   1) Earthwork quantities for sidewalk will NOT be calculated but rather, MoDOT's linear grading specification and bid item will be used to handle grading and shaping required to prepare the area for construction of sidewalk.

c. Proposed typical sections.

d. Reference Tie Sheets.

e. Plan Sheets.

f. Sidewalk Profile Sheets

g. Sewer Profile Sheets

h. Grading Sheets

i. Erosion control plans will NOT be provided. It will be the responsibility of the contractor to prepare a Storm water Pollution and Prevention Plan (SWPPP) for the project in conjunction with the construction permitting.

j. MOT Sheets

k. Detail Sheets

l. Cross Sections

m. Storm Water Engineering

n. Drainage Area Maps

o. Three Dimensional Modeling for Grading Areas

p. The City of Joplin's Standard Specifications (current edition) will be adopted for the specifications of this project and appended as needed in the Job Special Provisions. All necessary Job Special Provisions (which supersede the City's Standard Specifications) will be developed for review and approval by the CITY. The CITY will provide the front-end Contractual documents. The CITY will be advised of any needed changes to these documents to meet / correlate with JSPs or meet Federal/State/local requirements.

q. Utility Coordination – Utility companies will be coordinated with for any adjustments required to be included in the final design plans. A final electronic submittal will be provided to each utility company with facilities within the project corridor.
   1) All necessary utility plan adjustments will be incorporated into the final plans as required by the CITY; however actual design of relocated or adjusted utility facilities such as water, telephone, gas, fiber optic, power, or other is not included within this scope of services. The exception will be storm or sanitary sewer adjustments or relocations required to coordinate with existing utilities. This work will be limited to reasonable revisions (up to two) related to avoiding conflicts as identified during the initial utility coordination phase.
   2) The CONSULTANT will NOT be responsible for the preparation, negotiation and execution of all utility agreements as may be required to adjust existing utilities as a result of this project. However, the CITY may elect to add this work by Supplemental Agreement at a later date when the scope is better defined.

s. QA/QC - A QA / QC check on all calculations and drawings will be performed prior to submittal in accordance with our job specific quality plan.

t. Opinion of Probable Construction Cost – Based on the 90% Complete Design Plans, a revised OPC will be provided.

u. Construction Workday Study. The construction scope will be evaluated and a preliminary construction schedule will be generated in the form of construction days needed to be used by CITY.

v. Meet with City to discuss progress of project and answer any questions of City or project team.

IV. 100% DESIGN PLANS / CONSTRUCTION PROCUREMENT ASSISTANCE SERVICES

It is assumed that minor comments from the 90% Plan Submittal will be picked up in this phase, and the plans will be adjusted accordingly. However, these City comments are expected to only be minor in nature, and the time spent addressing the comments will be limited to three days (3) days of FTE time. Specific tasks attributed to the Construction Procurement assistance Services phase will include:

a. Final Revisions to Plan Set – Pick up final City comments and assemble final plans and special provisions.

b. Opinion of Probable Construction Cost – Based on the 100% Complete Design Plans, a revised OPC will be provided.

c. Assemble the bidding package for the project.

d. Distribute Plans – Distribute plans and bid proposal to appropriate bidding outlets. Develop the advertisement of the bid opportunity to City newspapers, City websites, and other media distribution outlets as determined with City influence.

e. Maintain a list of plan holders and tracking bidding questions.

f. Manage Pre-Bid Conference - Scheduling, preparing the addenda for, attending, and issuing meeting minutes of a pre-bid meeting.

g. Answering and issuing written clarifications in response to RFI's (in the form of addenda to the advertisement for bids)

h. Attend the bid opening and tabulation of the bids.

i. Verification of the bid requirements, checking of references, and recommendation to City of the apparent low bidder.

V. NEPA ENVIRONMENTAL REVIEW

This project will be subject to a site-specific Environmental Review. This environmental review will follow the procedures and requirements presented in 24 CFR Part 58 and in HUD's *Environmental Review Guide for Community Block Grant Programs*. It is anticipated that this project, because of the nature of the proposed work, will be determined to be categorically excluded from NEPA requirements.

An environmental field review will be conducted of the specific project area to note site-specific conditions requiring evaluation. Coordination with design engineers will be conducted to fully document the extent and nature of the proposed improvements. Where necessary, coordination will be conducted with federal, state, or local agencies to define existing conditions, regulatory requirements, and potential impacts, if any.

A Statutory Checklist (Chapter 4, page 22, of the *Environmental Review Guide*) will be completed, along with all necessary research and coordination to resolve each checklist item. Compliance documentation will be included as required. A preliminary checklist will be prepared during the 60% Design Phase, and the final checklist will be prepared during the

90% Design Phase. The final Statutory Checklist will serve as the documentation of the Environmental Review process and findings.

VI. DELIVERABLES PROVIDED BY CONSULTANT

CONSULTANT will deliver or provide the labor and materials for the following submittals:

a. The services of all professionals and technical personnel required for the performance of the services described under the Scope of Services above.

b. Technical Memorandums as specified.

c. Electronic plan sets (for those drawings completed at time of submittal) and Opinion of Probable Construction Cost (OPC) to be submitted via email to the City, Program Manager, and utility providers for the following project milestones:
   1) 30% Plans
   2) 60% Plans
   3) 90% Plans
   4) Final Plans

d. Electronic copy of complete Bid Proposal utilizing the City's standard boilerplate documents (front end contract, general provisions, requirements, etc.) plus other standard documents such as the City Standard Specifications, Federal and State Wage Rates, Job Special Provisions, and other required documents.

VII. ESTIMATED SCHEDULE

CONSULTANT estimates that **164-calendar days** will be required to complete design through the 90% Design Plans phase.

	CONTRACT STAGE	INDIVIDUAL CALENDAR DAYS	ACCUMULATED CALENDAR DAYS
	Start Date		
II	Preliminary (30%) Design Plans	40	40
	CITY Review (Includes Meeting)	10	50
III	60% Design Plans	40	90
	CITY Review (Includes Meeting)	10	80
IV	90% Design Plans	50	150
	CITY Review (Includes Meeting)	14	164
	TOTAL:	**164 Days**	

100% Design Plans/Bidding Services shall be completed within 45-calendar days after property rights agreements are executed.

(Approx. 2700 LF) of sidewalk on either one, or both sides of Willard Avenue

SCOPE OF ENGINEERING SERVICES

S. Willard Avenue Sidewalks
(26th to 20th Streets)

PROJECT UNDERSTANDING

Willard Avenue is a north/south roadway located in the "Yellow Area". The specific limits of the sidewalk project described herein is along Willard bounded by the east/west collector street of 20th Street as the northern limit, and the east/west connector street of 26th Street as the southern limit, in the City of Joplin, Missouri. The purpose of the project is to increase pedestrian mobility and connectivity in the "Yellow Area" of the area affected by the tornado zone, through the addition of Americans with Disability Act (ADA) compliant sidewalks and curb ramps throughout the corridor. At the present time, the entire corridor (with the exception of the roadway projects currently in design or under construction) is devoid of pedestrian accommodations, and this project will bisect the Yellow Area in a north/south direction (between Shifferdecker Road and Maiden Lane) with additional pedestrian options.

PROJECT APPROACH

The CONSULTANT has been retained by the City to engineer the improvements and to prepare plans, specifications and estimates (PS&Es). In addition, the CONSULTANT shall provide professional services during the procurement of construction bids. If desired by the City, amendments to this agreement can be prepared in the future for post-design services.

In order to achieve the goals and objectives established for this project, the CONSULTANT will provide the following scope items:

I. ENGINEERING STUDY, PRELIMINARY 30% DESIGN

A preliminary concept plan, recommendations and an opinion of probable construction cost for improvements to be made in the project area will be provided (2 options maximum).

a. Download & Review City / Available Data
   1) Perform record data research/collection including, but not limited to:
      i. Utility Service Provider available facility record data
      ii. Existing and future land use/zoning
      iii. Property data including ownership
      iv. FEMA/FIS data and mapping
      v. NRCS soil survey data
      vi. USGS 7.5-minute Topographic Quadrangle Map(s)
      vii. Municipal records of completed and proposed projects in the area
      viii. Relevant watershed data, maps, reports
      ix. Completed and proposed projects in the area
      x. Complaint records
   2) Perform regulatory agency record data search/initial contact
      i. Contact appropriate regulatory authorities (namely DNR, EPA and the USACE) to confirm the need for their involvement in the project and to solicit:
      ii. Record data, plans, maps, etc. for known facilities located at the vicinity of the site.
      iii. Applicable rules and/or regulations

iv. Permit application requirements and procedures
v. Construction requirements and standards
vi. Plan review and approval requirements and procedures

b. Site Visit and City Meeting - Review and assimilate the information and data collected and identify data gaps. Meet with the City to discuss findings and map out path forward.

c. Topographic Survey Coordination - Work shall consist of generating a scope of work for the surveyor to perform necessary topographic and right of way survey of the project site and the performance of these respective field surveys as defined in Appendix "D". Survey will be.

d. Concept Design: Based on information gathered, prepare preliminary analysis as follows:
   1) High-level assessment of pedestrian volumes and needs, as well as ROW widths and quantity of parcels which would require interaction should ROW/easements be needed.
   2) Develop preliminary concepts for the proposed improvements:
      i. Conceptual conveyance facility route location.
      ii. Location of sidewalk (both sides or single side), ADA curb ramps, and crosswalks
   3) Prepare preliminary alignment map(s) and appurtenant schematics as appropriate to assist in defining the scope of work.

e. ROW Investigation - Identify target property access/rights that will be necessary to construct the proposed improvements.

f. Opinion of Probable Construction Cost - Prepare a scope of work narrative and Opinion of Probable Construction Cost (OPC) for the project.

g. Utility Coordination – Utility providers will be contacted to discuss the project and outline major conflicts. The preliminary plans assembled in this phase will be provided to the utility companies. High level costs will be obtained from each utility for relocating services as needed.

h. QA/QC - A QA / QC check will be performed on all calculations and drawings prior to submittal in accordance with our job specific quality plan.

i. Subconsultant coordination (Surveyors, HR Green, etc.) - work shall consist of the management of subconsultants within the Jacobs Team (only) used on the project for to ensure consistency of team. This includes team meetings, coordination phone calls, etc.

j. Meet with City to discuss options moving forward and choose the best option.

II. 60% DESIGN PLANS

After CITY direction is given, the CONSULTANT will develop plans that correspond with any CITY driven changes and proceed towards a 60% design plan set. The plans will show a refined set of details, including:

a. Cover Sheet - Legend, sheet index, locator map, and abbreviations.

b. Typical Sections.

c. Reference-Tie Sheet - Depicts and sets control for the project. Each reference point shall be three-point tied to existing features located outside proposed construction limits. Reference points should be located approximately five hundred feet (500') apart.

d. Plan / Profile Sheets – Split plans drawn to a scale of 1" equals 20' horizontally and 1" equals 5' vertically. Design of horizontal and vertical alignment shall be sufficient to provide construction limits and cross sections.
   1) Proposed geometrics of the design features will be shown and detailed.
   2) Approximate construction limits and easement / new right of way lines will be shown on the plan/profile sheets and will be based on the approximate construction limits.
   3) The location of all utilities, and book and page if the easement is on private property, based on available information.

e. Cross Sections - Cross sections for sidewalks will be shown at fifty-foot intervals along the proposed centerlines of the alignment, drawn at a scale of 1" equals 5' both horizontally and vertically. Cross sections will be required to determine the potential extent of ROW / easement impacts only. Cross sections will also be shown at each driveway entrance to evaluate cross slopes ensuring compliance with ADA requirement.

f. Detail Sheets: Limited to 2 Sheets
   1) Details of non-standard design features will be provided on these sheets as necessary (crosswalk striping, ADA ramps, utility details, curb details, grading, etc.).
   2) Intersection geometrics and warping details <u>will NOT</u> be provided for intersections. Since the existing infrastructure is in place and not being replaced, only driveway cross slopes will be evaluated for compliance with ADA since they will be within the Pedestrian Access Route.

g. The City of Joplin's Standard Specifications current edition will be adopted for the specifications of this project and appended as needed in the Job Special Provisions (JSPs). A list of known JSP's at this stage of design will be prepared.

h. Utility Coordination – A preliminary phase plan will be submitted to utility providers. This will include electronic plans (which will include title sheet, typical section sheets, plan sheets, and cross section sheets. A utility coordination log of events and communications will also be developed and maintained.

i. QA/QC - A QA / QC check on all calculations and drawings will be performed prior to submittal in accordance with our job specific quality plan.

j. Subconsultant coordination (Surveyors, HR Green, etc.) - work shall consist of the management of subconsultants within the Jacobs Team (only) used on the project for to ensure consistency of team. This includes team meetings, coordination phone calls, etc.

k. Opinion of Probable Construction Cost – Based on the 60% Complete Design Plans, a revised OPC will be provided.

l. Meet with City to discuss progress of project and answer any questions of City or project team.

III. 90% DESIGN PLANS

It is assumed that the 90% Plan Submittal will be of bid quality, and that the majority of City design comments will occur during the 60% plan review or through communications between the City and CONSULTANT between submittals. The Final Plans, Specifications, and Estimate (PS&E) submittal will specifically include the following information:

a. Cover Sheet - Legend, sheet index, locator map, and abbreviations.

b. Tabulation of Quantities – Quantity sheets (Summery "A-Sheet" and "2B-Sheet(s) with subsequent quantity breakdown with per item/per sheet/per stage quantities will be provided).
   1) Earthwork quantities will NOT be calculated but rather, MoDOT's linear grading specification and bid item will be used to handle grading and shaping required to prepare the area for construction of sidewalk.

c. Proposed Typical Sections.

d. Reference Tie Sheet.

e. Plan / Profile Sheets.

f. Cross Sections.

g. Striping and Signage plans will NOT be shown separately but will be shown on the split plan/plan sheets.

h. Erosion control plans will NOT be provided. It will be the responsibility of the contractor to prepare a Stormwater Pollution and Prevention Plan (SWPPP) for the project in conjunction with the construction permitting.

i. Detail Sheets.

j. Detailed Construction Phasing and Staging Sheets will NOT be included but two (2) sheets will be reserved for details such as required lane drops, detours, and required signage.

k. The City of Joplin's Standard Specifications (current edition) will be adopted for the specifications of this project and appended as needed in the Job Special Provisions. All necessary Job Special Provisions (which supersede the City's Standard Specifications) will be developed for review and approval by the CITY. The CITY will provide the front-end Contractual documents. The CITY will be advised of any needed changes to these documents to meet / correlate with JSPs or meet Federal/State/local requirements.

l. Utility Coordination – Utility companies will be coordinated with for any adjustments required to be included in the final design plans. A final electronic submittal will be provided to each utility company with facilities within the project corridor.

1) All necessary utility plan adjustments will be incorporated into the final plans as required by the CITY; however actual design of relocated or adjusted utility facilities such as water, telephone, gas, fiber optic, power, or other is not included within this scope of services. The exception will be storm or sanitary sewer adjustments or relocations required to coordinate with existing utilities. This work will be limited to reasonable revisions (up to two) related to avoiding conflicts as identified during the initial utility coordination phase.
2) The CONSULTANT will NOT be responsible for the preparation, negotiation and execution of all utility agreements as may be required to adjust existing utilities as a result of this project. However, the CITY may elect to add this work by Supplemental Agreement at a later date when the scope is better defined.

m. QA/QC - A QA / QC check on all calculations and drawings will be performed prior to submittal in accordance with our job specific quality plan.

n. Subconsultant coordination (Surveyors, HR Green, etc.) - work shall consist of the management of subconsultants within the Jacobs Team (only) used on the project for to ensure consistency of team. This includes team meetings, coordination phone calls, etc.

o. Opinion of Probable Construction Cost – Based on the 90% Complete Design Plans, a revised OPC will be provided.

p. Construction Workday Study. The construction scope will be evaluated and a preliminary construction schedule will be generated in the form of construction days needed to be used by CITY.

q. Meet with City to discuss progress of project and answer any questions of City or project team.

IV. 100% DESIGN PLANS / CONSTRUCTION PROCUREMENT ASSISTANCE SERVICES

It is assumed that minor comments from the 90% Plan Submittal will be picked up in this phase, and the plans will be adjusted accordingly. However, these City comments are expected to only be minor in nature, and the time spent addressing the comments will be limited to two and one half days (2.5) days of FTE time. Specific tasks attributed to the Construction Procurement assistance Services phase will include:

a. Final Revisions to Plan Set – Pick up final City comments and assemble final plans and special provisions.

b. Opinion of Probable Construction Cost – Based on the 100% Complete Design Plans, a revised OPC will be provided.

c. Assemble the bidding package for the project

d. Distribute Plans – Distribute plans and bid proposal to appropriate bidding outlets. Develop the advertisement of the bid opportunity to City newspapers, City websites, and other media distribution outlets as determined with City influence.

e. Maintain a list of plan holders and tracking bidding questions.

f. Manage Pre-Bid Conference - Scheduling, preparing the addenda for, attending, and issuing meeting minutes of a pre-bid meeting.

g. Answering and issuing written clarifications in response to RFI's (in the form of addenda to the advertisement for bids)

h. Attend the bid opening and tabulation of the bids

i. Verification of the bid requirements, checking of references, and recommendation to City of the apparent low bidder.

V. NEPA ENVIRONMENTAL REVIEW

This project will be subject to a site-specific Environmental Review. This environmental review will follow the procedures and requirements presented in 24 CFR Part 58 and in HUD's *Environmental Review Guide for Community Block Grant Programs*. It is anticipated that this project, because of the nature of the proposed work, will be determined to be categorically excluded from NEPA requirements.

An environmental field review will be conducted of the specific project area to note site-specific conditions requiring evaluation. Coordination with design engineers will be conducted to fully document the extent and nature of the proposed improvements. Where necessary, coordination will be conducted with federal, state, or local agencies to define existing conditions, regulatory requirements, and potential impacts, if any.

A Statutory Checklist (Chapter 4, page 22, of the *Environmental Review Guide*) will be completed, along with all necessary research and coordination to resolve each checklist item. Compliance documentation will be included as required. A preliminary checklist will be prepared during the 60% Design Phase, and the final checklist will be prepared during the 90% Design Phase. The final Statutory Checklist will serve as the documentation of the Environmental Review process and findings.

VI. DELIVERABLES PROVIDED BY CONSULTANT

CONSULTANT will deliver or provide the labor and materials for the following submittals:

a. The services of all professionals and technical personnel required for the performance of the services described under the Scope of Services above.

b. Technical Memorandums as specified.

c. Electronic plan sets (for those drawings completed at time of submittal) and Opinion of Probable Construction Cost (OPC) to be submitted via email to the City, Program Manager, and utility providers for the following project milestones:
   1) 30% Plans
   2) 60% Plans
   3) 90% Plans
   4) Final Plans

d. Electronic copy of complete Bid Proposal utilizing the City's standard boilerplate documents (front end contract, general provisions, requirements, etc.) plus other

standard documents such as the City Standard Specifications, Federal and State Wage Rates, Job Special Provisions, and other required documents.

VII. ESTIMATED SCHEDULE

CONSULTANT estimates that **139-calendar days** will be required to complete design through the 90% Design Plans phase.

	CONTRACT STAGE	INDIVIDUAL CALENDAR DAYS	ACCUMULATED CALENDAR DAYS
	Start Date		
II	Preliminary (30%) Design Plans	30	30
	CITY Review (Includes Meeting)	10	40
III	60% Design Plans	30	70
	CITY Review (Includes Meeting)	10	80
IV	90% Design Plans	45	125
	CITY Review (Includes Meeting)	14	139
		TOTAL:	**139 Days**

100% Design Plans/Bidding Services shall be completed within 45-calendar days after property rights agreements are executed.

SCOPE OF ENGINEERING SERVICES
S. Oliver Avenue Sidewalks
(32nd to 26th Streets)

(Approx. 2700 LF) of sidewalk on either one, or both sides of Olive Avenue plus drainage improvement to the existing paved swale north of 32nd Street

PROJECT UNDERSTANDING

Olive Avenue is a north/south roadway located in the "Yellow Area". The specific limits of the sidewalk project described herein is along Oliver bounded by the east/west collector street of 26th Street as the northern limit, and the east/west connector street of 32nd Street as the southern limit, in the City of Joplin, Missouri. The purpose of the project is to increase pedestrian mobility and connectivity in the "Yellow Area" of the area affected by the tornado zone, through the addition of Americans with Disability Act (ADA) compliant sidewalks and curb ramps throughout the corridor. At the present time, the entire corridor (with the exception of the roadway projects currently in design or under construction) is devoid of pedestrian accommodations, and this project will bisect the Yellow Area in a north/south direction (between Shifferdecker Road and Maiden Lane) with additional pedestrian options.

In addition, the project aims to improve the drainage patterns of the existing paved swale that starts on the west side of Oliver Avenue, crosses Oliver Avenue overland and over pavement via curb cut, and flows across the roadway pavement to an open ditch/channel on the east side of the roadway. By improving this situation and eliminating the overland drainage, we can improve motorist and pedestrian safety in icy or wet conditions.

PROJECT APPROACH

The CONSULTANT has been retained by the City to engineer the improvements and to prepare plans, specifications and estimates (PS&Es). In addition, the CONSULTANT shall provide professional services during the procurement of construction bids. If desired by the City, amendments to this agreement can be prepared in the future for post-design services.

In order to achieve the goals and objectives established for this project, the CONSULTANT will provide the following scope items:

I. PROJECT COORDINATION

a. Internal team meetings will be held as needed to ensure each Jacobs team member (prime and subconsultant team members alike) are operating under the same directions and following the same guidance for the project. Meetings will last no longer than one hour and will be held either face to face, or by phone conference. Four (4) meetings are assumed for this task.

b. Coordinate proposal information and have internal kick-off meeting.

II. ENGINEERING STUDY, PRELIMINARY 30% DESIGN

A preliminary concept plan, recommendations and an opinion of probable construction cost for improvements to be made in the project area will be provided (2 options maximum).

a. Download & Review City / Available Data
   1) Perform record data research/collection including, but not limited to:
      i. Utility Service Provider available facility record data
      ii. Existing and future land use/zoning
      iii. Property data including ownership
      iv. FEMA/FIS data and mapping

v. NRCS soil survey data
vi. USGS 7.5-minute Topographic Quadrangle Map(s)
vii. Municipal records of completed and proposed projects in the area
viii. Relevant watershed data, maps, reports
ix. Completed and proposed projects in the area
x. Complaint records

2) Perform regulatory agency record data search/initial contact
   i. Contact appropriate regulatory authorities (namely DNR, EPA and the USACE) to confirm the need for their involvement in the project and to solicit:
   ii. Record data, plans, maps, etc. for known facilities located at the vicinity of the site.
   iii. Applicable rules and/or regulations
   iv. Permit application requirements and procedures
   v. Construction requirements and standards
   vi. Plan review and approval requirements and procedures

b. Site Visit and City Meeting - Review and assimilate the information and data collected and identify data gaps. Meet with the City to discuss findings and map out path forward.

c. Topographic Survey Coordination - Work shall consist of generating a scope of work for the surveyor to perform necessary topographic and right of way survey of the project site and the performance of these respective field surveys as defined in Appendix "D". Survey will be reviewed for completeness once data is received.

d. Concept Design: Based on information gathered, prepare preliminary analysis of problem as follows:
   1) Watershed sizing; identify nature and source of storm water discharges present and future; estimate quantity and flowrate (specifically for swale near 32nd Street).
   2) High-level assessment of pedestrian volumes and needs, as well as ROW widths and quantity of parcels which would require interaction should ROW/easements be needed.
   3) Develop preliminary concepts for the proposed improvements:
      i. Conceptual conveyance facility route location
      ii. Preliminary sizing and layout of drainage features.
      iii. Location of sidewalk (both sides or single side), ADA curb ramps, and crosswalks
   4) Prepare preliminary alignment map(s) and appurtenant schematics as appropriate to assist in defining the scope of work.

e. ROW Investigation - Identify target property access/rights that will be necessary to construct the proposed improvements.

f. Opinion of Probable Construction Cost - Prepare a scope of work narrative and Opinion of Probable Construction Cost (OPC) for the project.

g. Utility Coordination – Utility providers will be contacted to discuss the project and outline major conflicts. The preliminary plans assembled in this phase will be provided to the utility companies. High level costs will be obtained from each utility for relocating services as needed.

h. QA/QC - A QA / QC check will be performed on all calculations and drawings prior to submittal in accordance with our job specific quality plan.

i. Subconsultant coordination (Surveyors, Jacobs, etc.) - work shall consist of the management of subconsultants within the Jacobs Team (only) used on the project for specialty services, and shall include the project management associated with processing invoices, answering questions, directing work, managing schedules and deliverables, and other general administrative work to this cause.

j. Meet with City to discuss options moving forward and choose the best option.

III. 60% DESIGN PLANS

After CITY direction is given, the CONSULTANT will develop plans that correspond with any CITY driven changes and proceed towards a 60% design plan set. The plans will show a refined set of details, including:

a. Cover Sheet - Legend, sheet index, locator map, and abbreviations.

b. Typical Sections.

c. Reference-Tie Sheet - Depicts and sets control for the project. Each reference point shall be three-point tied to existing features located outside proposed construction limits. Reference points should be located approximately five hundred feet (500') apart.

d. Plan / Profile Sheets – Split plans drawn to a scale of 1" equals 20' horizontally and 1" equals 5' vertically. Design of horizontal and vertical alignment shall be sufficient to provide construction limits and cross sections.
   1) Proposed geometrics of the design features will be shown and detailed.
   2) Approximate construction limits and easement / new right of way lines will be shown on the plan/profile sheets and will be based on the approximate construction limits.
   3) The location of all utilities, and book and page if the easement is on private property, based on available information.

e. Cross Sections - Cross sections for sidewalks will be shown at fifty-foot intervals along the proposed centerlines of the alignment, drawn at a scale of 1" equals 5' both horizontally and vertically. Cross sections will be required to determine the potential extent of ROW / easement impacts only. Cross sections will also be shown at each driveway entrance to evaluate cross slopes ensuring compliance with ADA requirement.

f. Drainage Design –The drainage design for the project will include:
   1) Assessment of the existing and proposed watershed and drainage areas.
   2) Assessment of the existing storm sewer drainage network (condition, location, capacity, etc.) to determine the extent it can be reused, specific to swale near 32nd Street.
   3) Type, size, and location of the necessary drainage features for the project, including enclosed drainage features (inlets and pipes), specific to swale near 32nd Street.

4) Proposed water quality measures will be evaluated specific to potentially improving paved swale near 32nd Street.
5) Design submittals and approvals acquired through the appropriate channels.

g. Storm Sewer Profiles - Proposed profiles for storm sewer pipe to be drawn at a scale of 1" equals to 20' horizontally and 1" equals 5' vertically.

h. Detail Sheets: Limited to 2 Sheets
   1) Details of non-standard design features will be provided on these sheets as necessary (crosswalk striping, ADA ramps, utility details, curb details, grading, etc.).
   2) Intersection geometrics and warping details will NOT be provided for intersections. Since the existing infrastructure is in place and not being replaced, only driveway cross slopes will be evaluated for compliance with ADA since they will be within the Pedestrian Access Route.

i. The City of Joplin's Standard Specifications current edition will be adopted for the specifications of this project and appended as needed in the Job Special Provisions (JSPs). A list of known JSP's at this stage of design will be prepared.

j. Utility Coordination – A preliminary phase plan will be submitted to utility providers. This will include electronic plans (which will include title sheet, typical section sheets, plan sheets, and cross section sheets. A utility coordination log of events and communications will also be developed and maintained.

k. QA/QC - A QA / QC check on all calculations and drawings will be performed prior to submittal in accordance with our job specific quality plan.

l. Subconsultant coordination (Surveyors, Jacobs, etc.) - work shall consist of the management of subconsultants within the Jacobs Team (only) used on the project for specialty services, and shall include the project management associated with processing invoices, answering questions, directing work, managing schedules and deliverables, and other general administrative work to this cause.

m. Opinion of Probable Construction Cost – Based on the 60% Complete Design Plans, a revised OPC will be provided.

n. Meet with City to discuss progress of project and answer any questions of City or project team.

IV. 90% DESIGN PLANS

It is assumed that the 90% Plan Submittal will be of bid quality, and that the majority of City design comments will occur during the 60% plan review or through communications between the City and CONSULTANT between submittals. The Final Plans, Specifications, and Estimate (PS&E) submittal will specifically include the following information:

a. Cover Sheet - Legend, sheet index, locator map, and abbreviations.

b. Tabulation of Quantities – Quantity sheets (Summery "A-Sheet" and "2B-Sheet(s) with subsequent quantity breakdown with per item/per sheet/per stage quantities will be provided).
    1) Earthwork quantities will NOT be calculated but rather, MoDOT's linear grading specification and bid item will be used to handle grading and shaping required to prepare the area for construction of sidewalk.

c. Proposed Typical Sections.

d. Reference Tie Sheet.

e. Plan / Profile Sheets.

f. Cross Sections.

g. Storm Sewer Profiles - Proposed profiles for storm sewer pipe to be drawn at a scale of 1" equals to 20' horizontally and 1" equals 5' vertically.

h. Striping and Signage plans will NOT be shown separately but will be shown on the split plan/plan sheets.

i. Erosion control plans will NOT be provided. It will be the responsibility of the contractor to prepare a Stormwater Pollution and Prevention Plan (SWPPP) for the project in conjunction with the construction permitting.

j. Detail Sheets.

k. Detailed Construction Phasing and Staging Sheets will NOT be included but two (2) sheets will be reserved for details such as required lane drops, detours, and required signage.

l. The City of Joplin's Standard Specifications (current edition) will be adopted for the specifications of this project and appended as needed in the Job Special Provisions. All necessary Job Special Provisions (which supersede the City's Standard Specifications) will be developed for review and approval by the CITY. The CITY will provide the front-end Contractual documents. The CITY will be advised of any needed changes to these documents to meet / correlate with JSPs or meet Federal/State/local requirements.

m. Utility Coordination – Utility companies will be coordinated with for any adjustments required to be included in the final design plans. A final electronic submittal will be provided to each utility company with facilities within the project corridor.
    1) All necessary utility plan adjustments will be incorporated into the final plans as required by the CITY; however actual design of relocated or adjusted utility facilities such as water, telephone, gas, fiber optic, power, or other is not included within this scope of services. The exception will be storm or sanitary sewer adjustments or relocations required to coordinate with existing utilities. This work will be limited to reasonable revisions (up to two) related to avoiding conflicts as identified during the initial utility coordination phase.
    2) The CONSULTANT will NOT be responsible for the preparation, negotiation and execution of all utility agreements as may be required to adjust existing utilities as

a result of this project. However, the CITY may elect to add this work by Supplemental Agreement at a later date when the scope is better defined.

n. QA/QC - A QA / QC check on all calculations and drawings will be performed prior to submittal in accordance with our job specific quality plan.

o. Subconsultant coordination (Surveyors, Jacobs, etc.) - work shall consist of the management of subconsultants within the Jacobs Team (only) used on the project for specialty services, and shall include the project management associated with processing invoices, answering questions, directing work, managing schedules and deliverables, and other general administrative work to this cause.

p. Opinion of Probable Construction Cost – Based on the 90% Complete Design Plans, a revised OPC will be provided.

q. Construction Workday Study. The construction scope will be evaluated and a preliminary construction schedule will be generated in the form of construction days needed to be used by CITY.

r. Meet with City to discuss progress of project and answer any questions of City or project team.

V. 100% DESIGN PLANS / CONSTRUCTION PROCUREMENT ASSISTANCE SERVICES

It is assumed that minor comments from the 90% Plan Submittal will be picked up in this phase, and the plans will be adjusted accordingly. However, these City comments are expected to only be minor in nature, and the time spent addressing the comments will be limited to two and one half days (2.5) days of FTE time. Specific tasks attributed to the Construction Procurement assistance Services phase will include:

a. Final Revisions to Plan Set – Pick up final City comments and assemble final plans and special provisions.

b. Opinion of Probable Construction Cost – Based on the 100% Complete Design Plans, a revised OPC will be provided.

c. Assemble the bidding package for the project.

d. Distribute Plans – Distribute plans and bid proposal to appropriate bidding outlets. Develop the advertisement of the bid opportunity to City newspapers, City websites, and other media distribution outlets as determined with City influence.

e. Maintain a list of plan holders and tracking bidding questions.

f. Manage Pre-Bid Conference - Scheduling, preparing the addenda for, attending, and issuing meeting minutes of a pre-bid meeting.

g. Answering and issuing written clarifications in response to RFI's (in the form of addenda to the advertisement for bids)

h. Attendance at the bid opening and tabulation of the bids

i. Verification of the bid requirements, checking of references, and recommendation to City of the apparent low bidder.

VI. NEPA ENVIRONMENTAL REVIEW

This project will be subject to a site-specific Environmental Review. This environmental review will follow the procedures and requirements presented in 24 CFR Part 58 and in HUD's *Environmental Review Guide for Community Block Grant Programs.* It is anticipated that this project, because of the nature of the proposed work, will be determined to be categorically excluded from NEPA requirements.

An environmental field review will be conducted of the specific project area to note site-specific conditions requiring evaluation. Coordination with design engineers will be conducted to fully document the extent and nature of the proposed improvements. Where necessary, coordination will be conducted with federal, state, or local agencies to define existing conditions, regulatory requirements, and potential impacts, if any.

A Statutory Checklist (Chapter 4, page 22, of the *Environmental Review Guide*) will be completed, along with all necessary research and coordination to resolve each checklist item. Compliance documentation will be included as required. A preliminary checklist will be prepared during the 60% Design Phase, and the final checklist will be prepared during the 90% Design Phase. The final Statutory Checklist will serve as the documentation of the Environmental Review process and findings.

VII. DELIVERABLES PROVIDED BY CONSULTANT

CONSULTANT will deliver or provide the labor and materials for the following submittals:

a. The services of all professionals and technical personnel required for the performance of the services described under the Scope of Services above.

b. Technical Memorandums as specified.

c. Electronic plan sets (for those drawings completed at time of submittal) and Opinion of Probable Construction Cost (OPC) to be submitted via email to the City, Program Manager, and utility providers for the following project milestones:
   1) 30% Plans
   2) 60% Plans
   3) 90% Plans
   4) Final Plans

d. Electronic copy of complete Bid Proposal utilizing the City's standard boilerplate documents (front end contract, general provisions, requirements, etc.) plus other standard documents such as the City Standard Specifications, Federal and State Wage Rates, Job Special Provisions, and other required documents.

VIII. ESTIMATED SCHEDULE

CONSULTANT estimates that **139-calendar days** will be required to complete design through the 90% Design Plans phase.

	CONTRACT STAGE	INDIVIDUAL CALENDAR DAYS	ACCUMULATED CALENDAR DAYS
	Start Date		
II	Preliminary (30%) Design Plans	30	30
	CITY Review (Includes Meeting)	10	40
III	60% Design Plans	30	70
	CITY Review (Includes Meeting)	10	80
IV	90% Design Plans	45	125
	CITY Review (Includes Meeting)	14	139
		TOTAL:	**139 Days**

100% Design Plans/Bidding Services shall be completed within 45-calendar days after property rights agreements are executed.

SCOPE OF PROPOSED SERVICES:

"Yellow Area" Analysis and Prioritization Study

I. PROJECT UNDERSTANDING

The City of Joplin is undertaking a program to mitigate roadway and drainage problems that have a detrimental affect on both the public infrastructure and private properties. The program will be funded from CDGB-DR funds allocated in the First Action Plan of the *Joplin Phase II Recovery Plan.* As a part of this Analysis and Prioritization Study (hereinafter referred to as the "study"), the Jacobs Team will identify various infrastructure improvement projects within the "Yellow Area" to be completed through remaining and subsequent Action Plan dollars. A preliminary Scope of Work (including conceptual plan exhibits depicting the proposed work), a Schedule of Proposed Completion, and an Opinion of Probable Construction Cost (OPC) will be prepared for each candidate project.

The Jacobs Team will present the project scopes of work, schedules and OPC's to the City of Joplin for approval. During the process, and as directed by the City, a public meeting will be held with the public. All stakeholders, and particularly those affected property owners, will be encouraged to attend and provide comments to the project team. Based on review of the information presented to the City and public input, the City will either accept the list of projects and their scheduled priority, or alter the listing priority and/or quantity of projects as they deem necessary in the overall scope of the tornado area.

The Jacobs Team shall present the program to the City of Joplin in the form of a five-year implementation plan as a part of the City's overall need to expend the entire CDBG funding within the 8-year window of available funding. **All derived schedules of work will show completion by March 1, 2019.** In addition to the overall priority ranking, deliverables of the study will be to provide the City a roadmap by which they can create additional action plans requesting design, right of way, and construction monies on intervals mindful of the two-year spending window that follows all CDBG-DR funds (starting the date HUD obligates funds to a grantee).

Specifically, the services which the Jacobs Team will provide for this study will include:

- The collection of supporting data form field observation and record data research;
- Evaluation of storm water and street infrastructure improvement projects based on observed needs or defects;
- Comparison of observed needs or defects with the previous condition assessment data already collected for the tornado corridor;
- Creation of infrastructure project scopes of work and OPC's;
- Meetings with stakeholders and property owners to solicit reaction to proposed scopes of work from the standpoint of problem definition and practicality.
- Determining the requirements of regulatory agencies having jurisdiction;
- Preparation of schedule of projects and schedule of additional Action Plan requests;
- Documentation and presentation of findings to City for approval

II. PROJECT APPROACH

The team proposes a program of 4-stages to complete this study:

1. Condition Assessment
2. Preliminary Design
3. Project Prioritization
4. Presentation of Findings

The work tasks to be performed, and a list of associated deliverables, are provided with each stage description below.

III. SCOPE OF SERVICES

1. Condition Assessment

A. Record Search / Collect Data
   a. Perform record data research/collection including, but not limited to:
      i. Utility Service Provider available facility record data
      ii. Existing and future land use/zoning
      iii. Property data including ownership
      iv. FEMA/FIS data and mapping
      v. NRCS soil survey data
      vi. USGS 7.5-minute Topographic Quadrangle Map(s)
      vii. Municipal records of completed and proposed projects in the area
      viii. Relevant watershed data, maps, reports
      ix. Completed and proposed projects in the area
      x. Complaint records

   b. Perform regulatory agency record data search/initial contact
      i. Contact appropriate regulatory authorities (namely DNR, EPA and the USACE) to confirm the need for their involvement in the project and to solicit:
         1. Record data, plans, maps, etc. for known facilities located at the vicinity of the site.
         2. Applicable rules and/or regulations
         3. Permit application requirements and procedures
         4. Construction requirements and standards
         5. Plan review and approval requirements and procedures

B. Review and assimilate the information and data collected and identify data gaps. Work with various City and State agencies to try and close data gaps.

C. Site Visit
   a. Perform four day (4) site visit to observe and/or confirm existing site conditions, features and facilities to identify:
      i. Drainage patterns, problems or issues with existing drainage features or the lack thereof, upstream issues causing issues downstream, low maintenance opportunities to improve water quality, or opportunities to create detention (either regional or site specific) to improve downstream storm water discharge.

      ii. Presence of sidewalks and ADA facilities, opportunities for connectivity and roadblocks preventing it (including utilities, grades, right of way (ROW), improvements to private property within the ROW, drainage, origin/destination observations, or required signal improvements to be made with the addition of sidewalks.

      iii. Roadway width, slopes, perceived traffic volumes (capacity), any improvements needed in conjunction with drainage or sidewalk work, new roadway corridors for connectivity or economic development, or differences in assessment of existing condition of roadway pavement.

D. Compilation of Data
   a. Summarize information from record data gathering and field visits into a written memorandum of findings by street name. Include pertinent information in appendices.

   b. At this time, compilation of the field information into a GIS layer is not anticipated; however, should the inclusion of the record data be something the City desires, this can be added to the contract by supplemental agreement after the completion of the overall Analysis and Prioritization Study at a later date.

2. Preliminary Design

A. Goal: The goal for this stage is to prepare scopes of work, schedules (high level for the estimated time to complete the project, including design, any ROW acquisition, and construction), and high level OPC for all needs identified in the Condition Assessment Task.

B. Prepare Preliminary Engineering Schematics:
   a. Sort the defined problems into groupings for drainage, sidewalks, and roadway issues
      i. Drainage Projects: (assumes **5** standalone drainage projects for estimating)
         1. Watershed sizing; identify nature and source of storm water discharges present and future; estimate quantity and flowrate.
         2. Develop preliminary concepts for the proposed improvements:
            a. Conceptual conveyance facility route location
            b. Preliminary sizing and layout
            c. Identify alternates
         3. Identify target property access/rights that will be necessary to construct the proposed improvements.
         4. Prepare preliminary conveyance facility alignment map(s) and appurtenant schematics as appropriate to assist in defining the scope of work.
         5. Prepare a scope of work narrative and Opinion of Probable Construction Cost (OPC) for each potential project

      ii. Sidewalk Projects: (assumes **5** standalone sidewalk projects for estimating)
         1. High-level assessment of pedestrian volumes and needs, as well as ROW widths and quantity of parcels which would require interaction should ROW/easements be needed.
         2. Develop preliminary concepts for the proposed improvements:
            a. Conceptual alignment and width
            b. Location of ADA curb ramps
            c. Need for crosswalks
         3. Identify target property access/rights that will be necessary to construct the proposed improvements.
         4. Prepare preliminary alignment map(s) and schematics as appropriate to assist in defining the scope of work.
         5. Prepare a scope of work narrative and Opinion of Probable Construction Cost (OPC) for each potential project.

      iii. Roadway Projects: (assumes **5** roadway projects for estimating)
         1. High-level assessment of traffic volumes and needs, as well as ROW widths and quantity of parcels which would require interaction should ROW/easements be needed.
         2. Develop preliminary concepts for the proposed improvements:

a. Conceptual alignment and width
b. Location of drainage structures
c. Need for sidewalks and curb ramps
d. Aesthetic (lighting or landscaping) opportunities

3. Identify target property access/rights that will be necessary to construct the proposed improvements.
4. Prepare preliminary alignment map(s) and schematics as appropriate to assist in defining the scope of work.
5. Prepare a scope of work narrative and Opinion of Probable Construction Cost (OPC) for each potential project

C. Develop plan identifying overlapping functions of the groupings and combine projects accordingly. (i.e. Taking the opportunity to rebuild a roadway and add sidewalks in an area where a potential drainage improvements will disturb these existing features)

D. Team Meetings
   a. Hold two (2) team meetings to collaborate, discuss findings, develop concepts, discuss project opportunities and set a path forward prior to project prioritization.

E. City Review Meeting
   a. The Jacobs Team will meet with City staff to review any comments regarding the proposed project scopes, review proposed allocation of CDBG-DR grants with the Program Manager, and to provide a project schedule update.

   b. Meeting minutes summarizing the discussions and conclusions reached at the meeting will be created and distributed.

3. Project Prioritization

A. Prioritize Projects
   a. Prioritize the projects in an order to be completed based on the following considerations:
      i. Scopes of work
      ii. Timeframe to complete
      iii. Opinion of Probable Construction Cost
      iv. Need for ROW/easement acquisition
      v. Adjacent construction activities to the project, both in the "Yellow Area" and in neighboring study areas

   b. Prepare and deliver a roadmap to the City which describes the following:
      i. A recommendation of infrastructure improvement projects and their scopes of work
      ii. High level OPC with their corresponding schedules
      iii. Recommendations on when the City should apply for their funding (i.e. when the Action Plan should be submitted, thus triggering the two-year window of expenditures)
      iv. What specific line items should be asked for in the appropriate Action Plan (i.e. ROW dollars for project X and Construction dollars for projects Y and Z, etc.)

   c. Prepare an overall project completion timeline for the subject "Yellow Area", and prepare a cashflow projection.

B. QA/QC - A QA / QC check will be performed on all calculations and drawings prior to submittal in accordance with our job specific quality plan.

4. Presentation/deliverables of Findings

A. Presentation/deliverables to City Staff
   a. Conduct presentation of the project scopes of work and apparent rankings to City staff and the Program Manager for their input and approval.

   b. Prepare meeting minutes summarizing the discussions and conclusions reached at the presentation.

   c. With approval, prepare public meeting boards and documents to convey high-level program and schedule to the affected public.

   d. Submit an action item report of the study findings.

B. Create Exhibits for Public Meeting – Prepare exhibits to be used at meeting.

C. Administration for Public Meeting
   a. Make arrangements for a public open house for interested stakeholders/property owners located adjacent to the proposed improvements.
      i. Reserve a meeting room;
      ii. Prepare an agenda;
      iii. Mail meeting notification information (date, time, location) to property owners located adjacent to the proposed improvements.

D. Attend and participate in the open house.

IV. ASSUMPTIONS & LIMITATIONS

A. The scope of services does not provide construction documents for any of the projects identified, nor does the scope contain any detained design tasks for these projects. The scope herein is a study of the "Yellow Area" and prioritization only. Detailed design and construction documents of these projects can be added to the overall Jacobs Team scope of work by supplemental agreement after the completion of this Study.

B. The scope of services does not include property owner solicitation by the Jacobs Team for acquisition of property rights or rights of access. This scope of services assumes that any such solicitation will occur after the Study portion and will be included in the design work as described in the exception above.

V. ESTIMATED TIME SCHEDULE

The Jacobs Team understands that the services to be provided under this Study are a critical component of current and future funding streams and must be completed as soon as practical. Therefore, upon Notice to Proceed (NTP), the team will begin the Condition Assessment portion of the project and submit a completed "Yellow Area" Analysis and Prioritization Study (through Item 4A) within **72-calendar days** (10-weeks) of NTP.

CITY OF JOPLIN STATEMENT OF WORK - PROJECT B

McCoy Ave / 23rd Stormwater and Sidewalk Improvements - Engineering Hours

Schedule 164 calendar days = 23 wks.	No. of Dwgs	Hours Project Manager JACOBS	Hours Sr. Civil Engineer JACOBS	Hours Civil Engineer JACOBS	Hours Cadd Designer JACOBS	Hours Cost Estimator JACOBS	Hours Geotechnical Engineer JACOBS	Hours Total
Engineering Study, Preliminary 30% Design								
Download & Review City / Available Data			4	4	1			9
Site Visit & City Meeting (2 people for 1 day; 1 visit)			8	8				16
Write Survey Scope of Work, Coordinate and Review Data.			2	2				4
Write Geotechnical Scope of Work, Coordinate and Review Data.			1				6	7
Watershed Drainage Study			40	36				76
Storm Water Conceptual Design - 3 Options			4	12	8			24
Sidewalk & ADA Schematic Design			2	8	6			16
Conceptual Drawings - 3 Options	6		4	20	16			40
Opinion of Probable Construction Cost			1	4		12		17
ROW Investigation			4	8				12
Utility Coordination			4	8				12
NEPA - Site visit initial coordination, data collection, Agency coordination			18	36				54
QA/QC			6	6				12
Meet with City to discuss Options - CHOOSE BEST OPTION - Public input as necessary (2 people for 1 day; 1 visit)		1	8					9
Project management (2hrs per week for duration)		12						12
SubTotal for Engineering Study - 30% Design	6	13	106	162	31	12	6	320
Directs - Travel (2 Trips: Hotel, Car Rental, Food)								$1,500
Directs - Survey								$20,000
Directs - Geotech								$6,000
Directs - Miscellaneous								$750

CITY OF JOPLIN STATEMENT OF WORK - PROJECT B

McCoy Ave / 23rd Stormwater and Sidewalk Improvements - Engineering Hours

Schedule 164 calendar days = 23 wks.	No. of Dwgs	Hours Project Manager JACOBS	Hours Sr. Civil Engineer JACOBS	Hours Civil Engineer JACOBS	Hours Cadd Designer JACOBS	Hours Cost Estimator JACOBS	Hours Geotechnical Engineer JACOBS	Hours Total
60% Design/Construction Docs - Chosen Option								
Cover Sheet	1				1			1
Typical Sections (1 Sheet)	1			2	2			4
Reference Tie Sheet (2 sheets)	2			2	4			6
Removal Sheets (6 Sheets - 1" = 20')	6			4	8			12
Plan Sheets (6 Sheets - 1" = 20')	6		6	24	18			48
Sidewalk Profile Sheets (1" = 20')	2			8	4			12
Sewer Profile Sheets (4 Sheets - 1" = 20')	4		8	8	8			24
Grading Plan Sheets (2 Sheets - 1" = 20')	2		8	4				12
MOT Sheets (4 Sheets - 1" = 20')	4		4	8	6			18
Detail Sheets (4 Sheets)	4		4	8	8			20
Cross Sections	16		8	16	8			32
Storm Water Engineering - Drainage Computations (Sizing Storm Sewer, Water Quality, Channel Protection, Detention) - Prepare Report			40	36				76
Drainage Area Maps (3 Sheets)	3		4	12	8			24
3D Site Modeling for Stormwater Basins			16	16				32
Job Special Provisions (5 Each)				1				1
Utility Coordination			4	8				12
NEPA - develop checklist, draft report			10	10				20
QA / QC			8	16				24
Opinion of Probable Construction Cost			1	4		8		13
City Review Meetings (2 people - 1 day 1 v hst)			8					8
Utilities Project management (3hrs per week for 4wks)		12						12
SubTotal for 60% Design-Construction Documents	51	12	131	167	73	8	0	411
Directs - Travel (1 Trip, Hotel, Car Rental, Food)								$1,000
Directs - Miscellaneous								survey

CITY OF JOPLIN STATEMENT OF WORK - PROJECT B

McCoy Ave / 23rd Stormwater and Sidewalk Improvements - Engineering Hours

Schedule 164 calendar days = 23 wks.	No. of Dwgs	Hours Project Manager JACOBS	Hours Sr. Civil Engineer JACOBS	Hours Civil Engineer JACOBS	Hours Cadd Designer JACOBS	Hours Cost Estimator JACOBS	Hours Geotechnical Engineer JACOBS	Hours Total
90% Design/Construction Docs - Chosen Option								
Cover Sheet	1				1			1
Tabulations of Quantities (Summary & Tabulations)	2		4	12	4			20
Typical Sections (1 Sheet)	1			4	2			6
Reference Tie Sheet (2 sheets)	2			1	1			2
Removal Sheets (6 Sheets - 1" = 20')	6		4	24	6			36
Plan Sheets (6 Sheets - 1" = 20')	6		8	48	16			72
Sidewalk Profile Sheets (1" = 20')	2			8	4			12
Sewer Profile Sheets (4 Sheets - 1" = 20')	4		16	24	8			48
Grading Plan Sheets (2 Sheets - 1" = 20')	2		4	20	4			28
MOT Sheets (4 Sheets - 1" = 20')	4		4	16	8			28
Detail Sheets (4 Sheets)	4		8	24	8			40
Cross Sections	16		4	20	8			32
Finalize Storm Water Engineering - Drainage Computations (Sizing Storm Sewer, Water Quality, Channel Protection, Detention) - Prepare Report			20	36				56
Drainage Area Maps (3 Sheets)	3		4	16	4			24
3D Site Modeling for Stormwater Basins			16	16				32
Job Special Provisions (6 Each)			2	8				10
Utility Coordination			4	8	4			16
NEPA - Final report & Application			6	6				12
QA / QC			12	16				28
Opinion of Probable Construction Cost				2		8		10
City Review Meetings (2 people - 1 day 1 visit)			8					8
Jacobs Project management (3hrs per week for 5wks)		15						15
SubTotal for 90% Design-Construction Documents	**93**	**15**	**134**	**309**	**80**	**8**	**0**	**536**
Directs - Travel (1 Trip; Hotel, Car Rental, Food)								$1,000
Directs - Miscellaneous								$750

CITY OF JOPLIN STATEMENT OF WORK - PROJECT B								
McCoy Ave / 23rd Stormwater and Sidewalk Improvements - Engineering Hours								
Schedule 164 calendar days = 23 wks.	No. of Dwgs	Hours Project Manager JACOBS	Hours Sr. Civil Engineer JACOBS	Hours Civil Engineer JACOBS	Hours Cadd Designer JACOBS	Hours Cost Estimator JACOBS	Hours Geotechnical Engineer JACOBS	Hours Total
Final Design/Construction Docs - Chosen Option								
Final Revisions to Plan Set and Special Provisions (3 days for 1 FTE)			4	20				24
Opinion of Probable Construction Cost			1	3		8		12
Assemble bid proposal using front end documents, required inserts, and job special provisions			50	50				100
Distribute plans and bid proposal to appropriate bidding outlets			8					8
Maintain bidder list and track bidding questions			4	4				8
Manage pre-bid conference (2 people - 1 day 1 visit)			12					12
Answer and issue written clarifications to questions during bidding			16					16
Attend bid opening and tabulate bids (2 people - 1 day 1 visit)			12					12
Verify bidder requirements, check references, and recommend apparent low bidder			4	8				12
Jacobs Project management (3hrs per week for 7wks)		21						21
SubTotal for Final Design-Construction Documents	0	21	111	85	0	8	0	225
Directs - Travel (2 Trips; Hotel, Car Rental, Food)								$3,000
Directs - Miscellaneous								$1,500

APPENDIX C

Rate Schedule

JACOBS

501 North Broadway
St. Louis, Missouri 63102 USA
1.314.335.4000 Fax 1.314.335.5112

July 25, 2014

St. Louis North American Infrastructure Rate Schedule

Rates shown include the all-inclusive rates (include overhead & profit)

Year (period)	Manager of Operations	Project Manager	Sr. Civil Engineer	Civil Engineer	Project Controls	Geotechnical Engineer	Sr. Structural Engineer	Jr. Structural Engineer	Civil SDesiner (Cadd)	Cost Estimator
2014 (October 1, 2013-September 30 2014)	$252.20	$192.06	136.77	113.08	144.53	$192.06	$74.35	$110.84	$53.95	$192.06
2015 (October 1, 2014-September 30 2015)	$260	$198	$141	$116.47	$149	$198	$76.58	$114.16	$55.54	$198
2016 (October 1, 2015-September 30 2016)	$267.80	$203.94	145.23	$119.97	$153.47	$203.94	78.88	$117.58	$57.20	$203.94

HRGreen

July 24, 2014

Mr. Jeff Farah P.E., P.Eng
Senior Project Manager
JACOBS
One Financial Plaza
501 North Broadway
Saint Louis, Missouri 63102

RE: Contract Rates by Classification
Joplin Disaster Relief Project

Dear Mr. Farah,

HR Green, Inc. is pleased to be taking part in the ongoing disaster relief efforts in the City of Joplin, and pleased to be working with JACOBS to prioritize and complete construction documents for the "Yellow Area" of the tornado zone. Accordingly, we would like to present the contract rates to be used by HR Green staff for the first work order of the project:

Classification	Rate thru 12/31/14	Rate from 1/1/15 thru 12/31/15
Principal:	$225.00/hr	$232.00/hr
Senior Professional:	$175.00/hr	$181.00/hr
Professional:	$135.00/hr	$140.00/hr
Junior Professional:	$100.00/hr	$103.00/hr
Senior CAD Technician:	$105.00/hr	$108.00/hr
Technician:	$85.00/hr	$88.00/hr
Administrative:	$65.00/hr	$67.00/hr

Should you have any questions about the information contained herein, please don't hesitate to contact me directly at (636) 812.4209, by cell phone at (314) 974.0229, or by email at jdohrmann@hrgreen.com.

Sincerely,
HR GREEN INC.

Jason S. Dohrmann, PE
Regional Director – Transportation / St. Louis Site Leader

HRGreen.com
Phone 636.519.0990 Fax 636.519.0996 Toll Free 800.728.7805
16020 Swingley Ridge Road, Suite 205, St. Louis, Missouri 63017

CITY OF JOPLIN STATEMENT OF WORK - PROJECT C								
S. Willard Avenue Sidewalk / ADA Improvements - Engineering Hours ~ Approx. 2,700 LF								
Schedule 139 calendar days = 20 wks.	No. of Dwgs	Hours Project Manager JACOBS	Hours Sr. Civil Engineer JACOBS	Hours Civil Engineer JACOBS	Hours Cadd Designer JACOBS	Hours Cost Estimator JACOBS	Hours Geotechnical Engineer JACOBS	Hours Total
Engineering Study, Preliminary 30% Design								
Download & Review City / Available Data			2	2				4
Site Visit & City Meeting (2 people for 1 day; 1 visit)			5	5				10
Write Survey Scope of Work, Coordinate and Review Data.			1	2				3
Concept Design (4 Drawings)	4		4	24	8			36
ROW Investigation			2	12				14
Opinion of Probable Construction Cost			2	4		8		14
Utility Coordination			4	8				12
NEPA - Site visit initial coordination, data collection, Agency coordination			12	18				30
QA/QC			4	2				6
Subconsultant Coordination			4	4				8
Meet with City to discuss Options - CHOOSE BEST OPTION - (2 people for 1 day; 1 visit)			8					8
Jacobs Project management (3hrs per week for 4wks)		12						12
SubTotal for Engineering Study, Preliminary 30% Design	4	12	51	84	8	8	0	163
Directs - Travel (3 Trip: Hotel_Car Rental_Food)								$1,500
Directs - Survey								$7,500
Directs - Miscellaneous								$500

CITY OF JOPLIN STATEMENT OF WORK - PROJECT C

S. Willard Avenue Sidewalk / ADA Improvements - Engineering Hours ~ Approx. 2,700 LF

Schedule 139 calendar days = 20 wks.	No. of Dwgs	Hours Project Manager JACOBS	Hours Sr. Civil Engineer JACOBS	Hours Civil Engineer JACOBS	Hours Cadd Designer JACOBS	Hours Cost Estimator JACOBS	Hours Geotechnical Engineer JACOBS	Hours Total
60% Design Plans								
Cover Sheet	1				1			1
Typical Sections (1 Sheet)	1			4	2			6
Reference Tie Sheet (1 sheet)	1			2	4			6
Plan / Profile Sheets (4 Sheets - 1" = 20')	4		4	28	16			48
Cross Sections - includes driveway profiles (1"=5')	16		4	32	8			44
Detail Sheets (2 Sheets)	2		2	6	4			14
Job Special Provisions (4 Each)				1				1
Utility Coordination			4	8				12
NEPA - develop checklist, draft report			10	10				20
QA / QC			2	6				8
Subconsultant Coordination			4	4				8
Opinion of Probable Construction Cost				2		6		8
City Review Meetings (2 people - 1 day 1 visit)			8					8
Jacobs Projectmanagement (3hrs per week for 4wks)		12						12
SubTotal for 60% Design Plans	25	12	38	106	36	6	0	196
Directs - Travel (1 Trip, Hotel, Car Rental, Food)								$1,000
Directs - Miscellaneous								$800

CITY OF JOPLIN STATEMENT OF WORK - PROJECT C

S. Willard Avenue Sidewalk / ADA Improvements - Engineering Hours ~ Approx. 2,700 LF

Schedule 139 calendar days = 20 wks.	No. of Dwgs	Hours Project Manager JACOBS	Hours Sr. Civil Engineer JACOBS	Hours Civil Engineer JACOBS	Hours Cadd Designer JACOBS	Hours Cost Estimator JACOBS	Hours Geotechnical Engineer JACOBS	Hours Total
90% Design Plans								
Cover Sheet	1				1			1
Tabulations of Quantities (Summary & Tabulations)	2		2	8	4			14
Typical Sections (1 Sheet)	1			4	2			6
Reference Tie Sheet (1 sheet)	1			1	2			3
Plan / Profile Sheets (4 Sheets - 1" = 20')	4		8	32	8			48
Cross Sections - includes driveway profiles (1"=5')	16		4	16	8			28
Detail Sheets (2 Sheets)	2		2	8	4			14
Construction Phasing / Staging (2 Sheets)	2		4	12	8			24
Job Special Provisions (4 Each)			4	8				12
Utility Coordination			4	8	2			14
NEPA - Final report & Application			5	5				10
QA / QC			8	8				16
Subconsultant Coordination			4	4				8
Opinion of Probable Construction Cost				3		6		9
Complete Workday Study			1	4				5
City Review Meetings (2 people - 1 day 1 visit)			8					8
Jacobs Project management (3hrs per week for 5wks)		15						15
SubTotal for 90% Design Plans	29	15	54	121	38	6	0	236
Directs - Travel (1 Trip; Hotel, Car Rental, Food)								$1,000
Directs - Miscellaneous								$500

CITY OF JOPLIN STATEMENT OF WORK - PROJECT C

S. Willard Avenue Sidewalk / ADA Improvements - Engineering Hours ~ Approx. 2,700 LF

Schedule 139 calendar days = 20 wks.	No. of Dwgs	Hours Project Manager JACOBS	Hours Sr. Civil Engineer JACOBS	Hours Civil Engineer JACOBS	Hours Cadd Designer JACOBS	Hours Cost Estimator JACOBS	Hours Geotechnical Engineer JACOBS	Hours Total
100% Design Plans / Bidding Services								
Final Revisions to Plan Set and Special Provisions (2.5 days for 1 FTE)			4	12	4			20
Opinion of Probable Construction Cost			1	3		6		10
Assemble bid proposal using front end documents, required inserts, and job special provisions			50	50				100
Distribute plans and bid proposal to appropriate bidding outlets			8					8
Maintain bidder list and track bidding questions			4	4				8
Manage pre-bid conference (2 people - 1 day 1 visit)			10					10
Answer and issue written clarifications to questions during bidding			16					16
Attend bid opening and tabulate bids (2 people - 1 day 1 visit)			12					12
Verify bidder requirements, check references, and recommend apparent low bidder			4	8				12
Jacobs Project management (3hrs per week for 7wks)		21						21
SubTotal for 100% Design Plans / Bidding Services	0	21	109	77	4	6	0	217
Directs - Travel (2 Trips; Hotel, Car Rental, Food)								$3,000
Directs - Miscellaneous								$500

APPENDIX D

Subconsultant – Survey

JACOBS

Memorandum

501 North Broadway
St. Louis, MO 63102
Phone: 1.314.335.4000

Date 7/21/201

To Jaymie Mitchell

From Jeff Farah

Subject Joplin Yellow Corridor Surveying Scope

Mr. Mitchell, the following is a scope of work related to the Joplin Yellow Corridor Infrastructure Project that Jacobs would like you to provide a cost estimate on:

1.0 Projects:

Project A: *(Ditch Improvements between 26th/27th and Oliver/Cunningham*

The survey limits for this project are defined generally as a 60-foot corridor as shown in the exhibit. More specifically, the following better describe the areas labeled on the exhibit:

1. Topo should only provide enough detail to allow the design of sidewalks on both sides of Adele Avenue between 26th and the end of Adele. This includes picking up the ADA ramps and existing sidewalk at 26th, as well as any other information between the back of curb and the right of way line. The survey should be dense enough to produce cross sections at a 25-foot interval.

2. Topo should generally follow the limits as shown on the exhibit and pick up existing features from the centerline of 26th street southerly for 60-feet in the areas shown, and more liberally in the areas to the east of Adele and south of 26th Street. The survey in this area should be dense enough to produce cross sections at a 25-foot interval.

Topo should generally follow the limits shown on the exhibit, starting with the existing fence on the south property line of 2609 Oliver and generally holding the alignment of the fence easterly to its projected intersection with Adele. This imaginary line would be the northern limit of the 60-foot survey corridor between Oliver and Adele. In addition, survey should also pick up the ditch to the west of Oliver so that any improvements required upstream can be identified and designed. This area should be limited to approximately 50-feet upstream. The survey should be dense enough to produce cross sections at a 25-foot interval.

Project B: *(McCoy Ave / 23rd St.)*

The survey limits for this project are defined generally as a the corridors of McCoy Avenue between 26th Street and 23rd Street, 23rd Street between Maiden Lane and Cunningham Avenue and adjacent property owned by the Joplin Housing Authority as shown on the attached exhibit.

Information pertaining to the two open surface large drainage ditches east of McCoy shall be obtained.

Information pertaining to the existing box culvert beginning just north of 26th Street and ending south of 27th Street shall also be obtained. Surface information above this box culvert is not needed at this time, just information regarding it's flow path.

Project C: *(Willard Ave.)*

The survey limits for this project are defined generally as the roadway corridor of Willard Avenue from 26th Street to 20th Street. Enough information shall be provided to design sidewalks on both sides of this street.

Project D: *(Oliver Ave.)*

The survey limits for this project are defined generally as the roadway corridor of Oliver Avenue from 32nd Street to 26th Street. Enough information shall be provided to design sidewalks on both sides of this street.

2.0 Survey Requiements:

A. General:

1. The approximate area of coverage for each project is as described in the above sections which are shown on the attached site plans.
2. Previous surveys performed in this area should not be used or combined with the new topographic survey w/o prior approval from Jacobs.
3. The Surveyor of record shall be a Registered Land Surveyor registered in the State of Missouri.
4. Horizontal and vertical control shall be Missouri State Plane Coordinate System of 1983, West Zone.
5. The Surveyor shall perform all field work necessary to accurately determine the property line and existing physical conditions of the areas, set monument markers, establish benchmarks and ascertain and record on a "topo" map and boundary survey drawing the information and data as specified in this document.

B. Right of Way / Boundary Survey:

1. Property research for each parcel along the alignment, including property owner name, assessor's map number, deed book and page, and size of parcel (in square feet and acres) obtained from the Jasper County courthouse (or GIS system online).
2. Show and locate all existing easements of record for the property either from the record plat or recited in the landowner's conveyance deed. Surveyor will not be responsible for providing a title search for all affected properties; only easements showing up on subdivision plat will be shown on properties. If additional right of way is required for a parcel, the subsequent title

insurance / report and the labor required to append the property stripmap will be considered extra work and subject to a supplemental agreement.

3. Locate all existing property corners.

4. CAD file (AutoCAD format) with property line work and other information as described in the above item in the State Plane coordinate system.

5. All property lines shall have a bearing (to the nearest second) and a length (to the nearest hundredth of a foot) shown and the parcel shall close within acceptable tolerances governed by the State of Missouri. Any parcel bordering the proposed alignment will need bearings and distances on each line of that property as required by Jasper County for exhibit preparation

C. <u>Topographic Survey:</u>

1. Trees: Indicate the location, size and species of trees over 3 in. in trunk diameter and wooded areas where trees of smaller diameter are in profusion. Locate perimeter only of thickly wooded areas or scrub brush. Landscaping shall also be included (shrubs, bushes, mulched planting beds).

2. Provide benchmarks used (Benchmark to be adopted) or control points set, and any reference datum required for the project in an electronic file suitable for use in the plans. Control points shall be three-point tied to existing monuments outside of the proposed construction limits of the project and spaced no more than five hundred (500') feet apart. Also provided in the electronic file shall be a description of the coordinate system / zone used, geographic reference station used, coordinate values held for azimuth and direction, the grid factor, and the origin point for scaling. If possible, benchmarks from projects currently in design or construction within the yellow corridor shall be referenced and adopted.

3. Building Line: Note whether or not an "official building line" has been established and if so, its location with respect to streets and property lines. Indicate location, if any, of adjacent building lines.

4. Streets, Alleys and Parking Lots: The following data shall be indicated on the Survey. Drawings for all roads or lots adjacent to the site:

    a. Name and /or route number.
    b. Direction of traffic.
    c. Distance between curbs.
    d. Type, dimension and condition of paving, where no paving exists, so note.
    e. Location and dimension of existing paving striping, if any.
    f. Elevations along center lines at twenty-five foot (25') intervals and intersections.
    g. Edge of pavement and type of pavement.
    h. Spot elevation on paved parking lots at a grid interval of 25'± and at any obvious ridge points, low points and parking lot depressions.
    i. Driveway pavement, type and jointing.
    j. Raised islands (and type).
    k. Street signs.

l. Mailboxes.
m. Traffic signal bases, posts and pull boxes.
n. Subdivision monuments.
o. Right of way markers.

5. Sidewalks, Curbs and Gutters: The following data shall be indicated for all sidewalks, curbs, and gutters on or adjacent to the site (where no sidewalks, or curbs or gutters exist, the fact shall be noted):

    a. Whether it is curb only, or curb and gutter.
    b. Elevations of sidewalks along the edge nearest to the site at twenty-five foot (25') intervals, at corners, at points of curvature and points of slope change.
    c. Elevations of tops of curbs and flow lines of gutters at twenty-five foot (25') intervals, at corners, at points of curvature and points off slope change.
    d. Edges of sidewalk and sidewalk type.
    e. Sidewalk widths and elevations.
    f. Curb ramps including truncated domes and landing areas at top of ramps.
    g. Crosswalk markings and tinted / patterned pavement treatment at crosswalks.

6. Utilities: The following information pertaining to utilities at the site shall be shown and noted on the Survey Drawing:

    a. Electric & Telephone: Location of available electric and telephone service. Location of electric and telephone lines, poles and manholes. Location of street lights, traffic signal equipment and utility boxes.
    b. Water: Location of water mains, hydrants, valves and manholes. Indicate size of water mains.
    c. Gas: Location and size of gas mains including type, pressure, and source of gas supply.
    d. Sewers: Location, size, direction of flow, rate of fall, and type of material of sanitary, storm or combined sewer mains. Indicate whether public or private and whether the use is exclusively for sanitary waste or storm drainage. Indicate elevations of structure top, flow line, location of manholes and elevations of all "in" and "out" inverts. Indicate dimensions of existing storm drain out fall protection (riprap). When a sanitary, storm, or combined sewer manhole falls within the limits of survey, the inverts and top elevation of the next downstream and/or upstream manhole "outside" the limits of the survey shall also be obtained.
    e. Irrigation Systems: Location or sprinkler heads, control boxes and backflow preventers.

7. Elevations and Contour Lines: Elevations of the site shall be taken on a grid suitable to the topography and size of the site and shall include elevations twenty-five feet (25') outside of the property boundary or as indicated.

    a. Contour lines shall be drawn at intervals that accurately reflect the existing topography of the site but in no case more than one foot (1') intervals unless otherwise approved by Jacobs.

b. Spot elevations shall be provided specifically in areas to clearly define the site topography (e.g. at swales, ridges, valleys, etc.). Spot elevations shall be to the nearest .01 foot.
c. Elevations shall be marked on contour lines at regular intervals.
d. Where concrete or grassed ditches exist, spot elevations shall be provided at 50 feet intervals. At a minimum, the low point and approximate top of slope of the swale shall be included at each interval.
e. All ridges or valleys or any other breaklines necessary for an accurate Digital Terrain Model (DTM) of the project, and all other pertinent existing features which may affect the proposed design

D. Deliverables:

1. The Survey Drawing(s) shall contain a signed certification by the surveyor that the survey of the described property was made under its supervision and that the data shown thereon is true and correct.

2. The Survey Drawing shall be prepared in a format compatible with Bentley MicroStation V8i. Survey features shall be placed on separate layers per CAD standards set by the Missouri Department of Transportation (MoDOT). The layering system shall to make easily manageable to turn layers on and off in drawings.

3. The Survey Drawing shall be prepared at a scale of not less than 1" = 40', except when authorized otherwise by Jacobs.

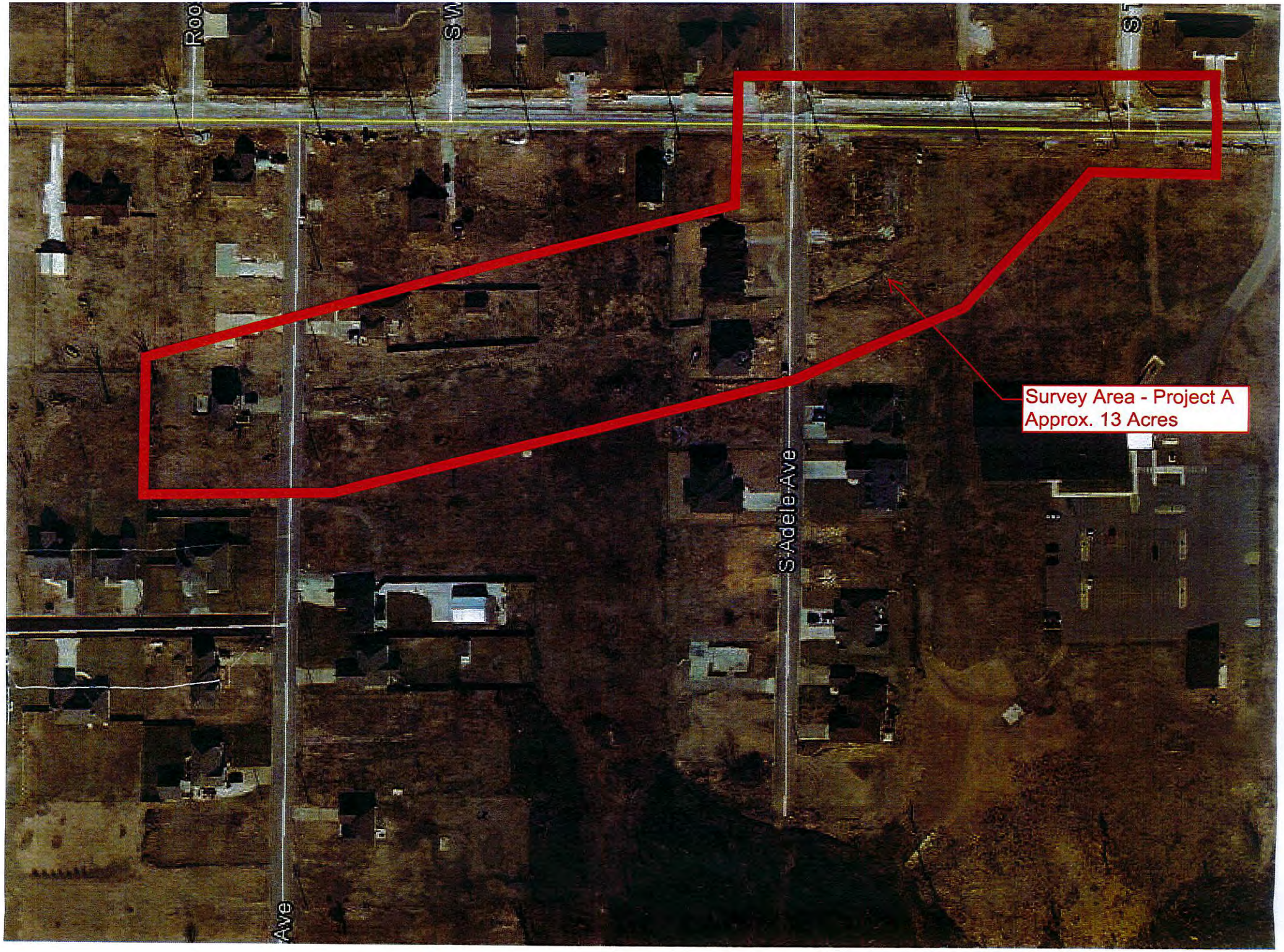
4. The Drawing(s) shall be of such material (bond) and shall be so delineated that will assure quality reproduction of easily readable prints. The Surveyor shall submit three (3) hard copies of the Drawings.

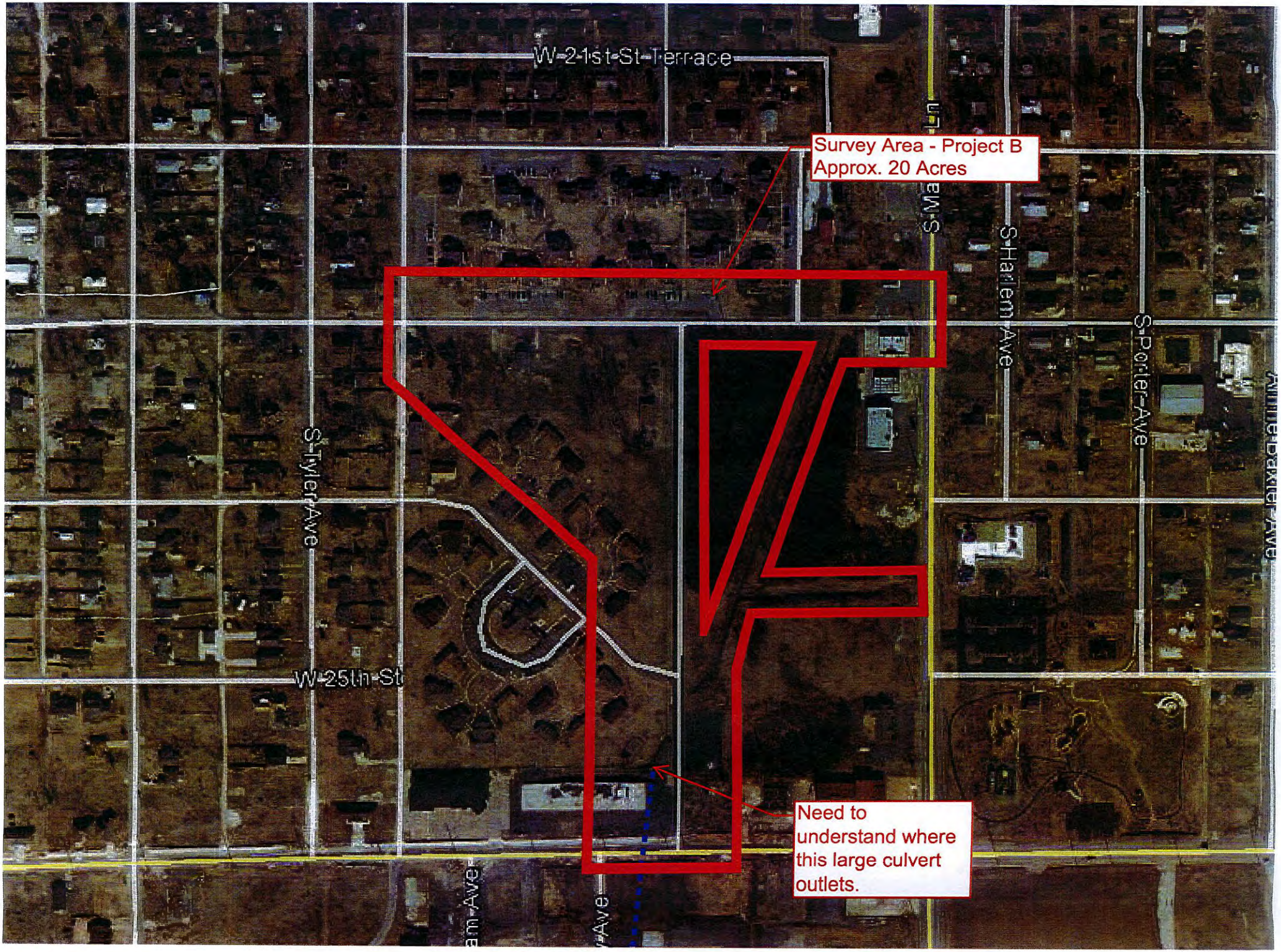
5. The following electronic files on a CD (or by email):

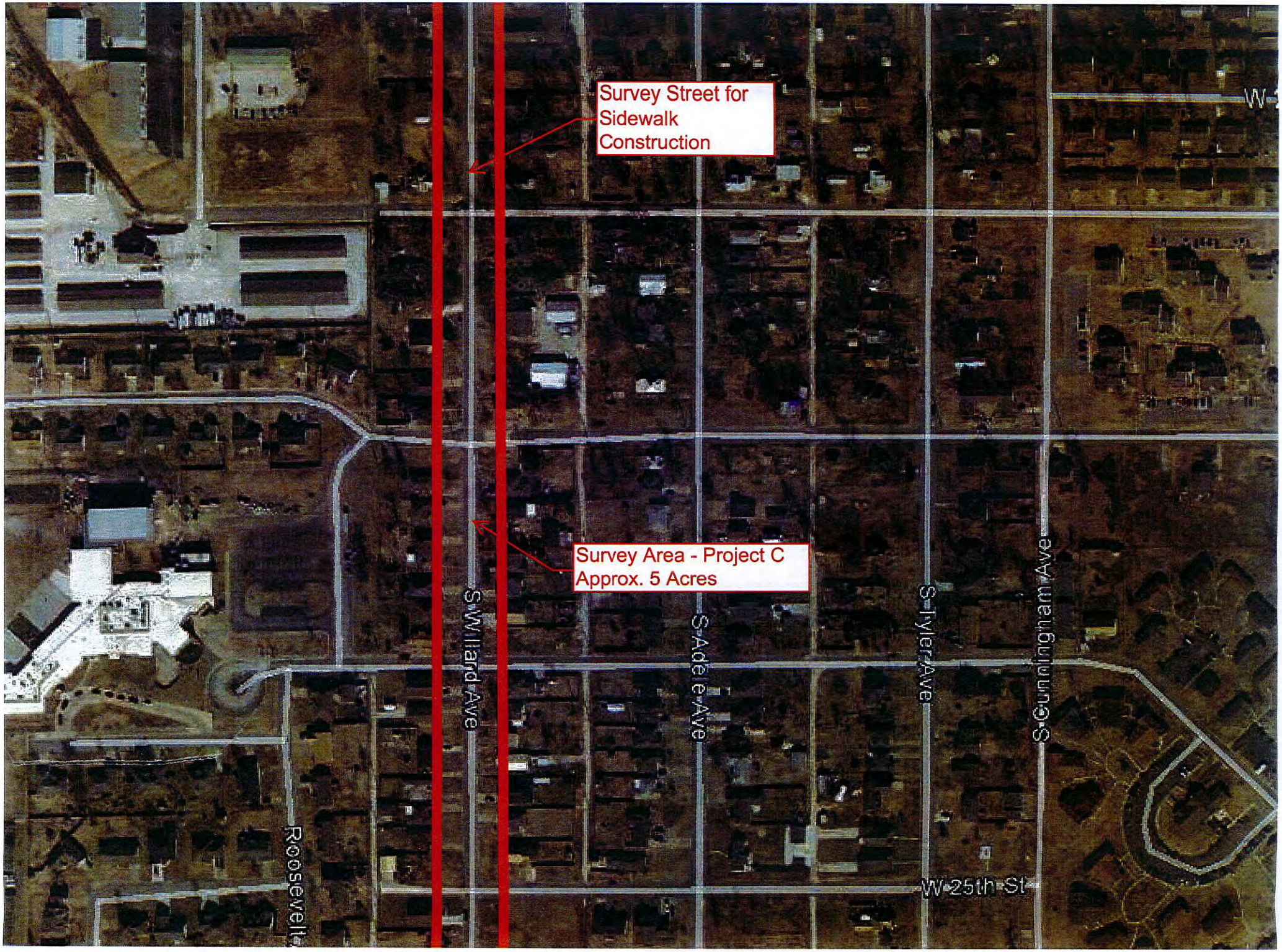
    a. Separate files containing the topographic survey, right of way survey and digital terrain model information for the project in MicroStation format.
    b. The digital terrain model file shall contain the information (e.g. 3D elements, tags, breaklines, random points, etc.) necessary to generate a digital terrain model (DTM). The file shall also contain the surface triangles used by the surveyor to produce the contours shown on the drawings. This DTM data shall be provided on separate layers in the MicroStation file.
    c. Electronic file containing reference ties, benchmarks, control points, etc. as described above.
    d. ASCII file containing points for project.

6. Paper copies of all deeds and maps obtained for use for the project.

7. Copies of the pages in the field book pertaining to the job (benchmark/level loop calculations, reference tie drawings, etc.).


Survey Area - Project A
Approx. 13 Acres
S Adele Ave


W-21st-St-Terrace
Survey Area - Project B
Approx. 20 Acres
S-Harlem-Ave
S-Porter-Ave
S-Tyler-Ave
W-25th-St
Need to
understand where
this large culvert
outlets.


Survey Street for Sidewalk Construction
Survey Area - Project C Approx. 5 Acres
S Willard Ave
S Adele Ave
S Tyler Ave
S Gunnigham Ave
W 25th St
Roosevelt

S-Adele-Ave
S-Mc-Coy-Ave
Survey Street for Sidewalk Construction
W-29th-St
Survey Area - Project D Approx. 5 Acres
Jefferson-Ave
S-Monroe-Ave
S-Olive-Ave
Adele-Ct
S-Tyler-Ave

CITY OF JOPLIN STATEMENT OF WORK - PROJECT D

Sidewalk / ADA Improvements Oliver Avenue. - Engineering Hours – Approx. 2,700 LF

Schedule 138 calendar days = 20 wks.	No. of Dwgs	Hours Project Manager JACOBS	Hours Sr. Professional HRGREEN	Hours Professional HRGREEN	Hours Jr. Professional HRGREEN	Hours Technician HRGREEN	Hours Cost Estimator JACOBS	Hours Geotechnical Engineer	Hours Total
HR Green (as subconsultant to Jacobs) Project Management									
Internal Team meetings (assume 4)			4	4	4	4			16
Coordinate proposal info / Kickoff meeting			1	1	1	1			4
SubTotal for HR Green PM		0	4	4	4	4	0	0	16
Directs - Travel (to Jacobs office)									$250
Directs - Miscellaneous									$0
Engineering Study, Preliminary 30% Design									
Download & Review City / Available Data					4	2			6
Site Visit & City Meeting (2 people for 1 day; 1 visit)			8		8				16
Write Survey Scope of Work, Coordinate and Review Data.				8	4				12
Concept Design (4 Drawings)	4		2	4	26	16			48
ROW Investigation				2	8				10
Opinion of Probable Construction Cost			1		4		8		13
Utility Coordination			2	2					4
NEPA - Site visit initial coordination, data collection, Agency coordination				12	18				30
QA/QC			2						2
Subconsultant Coordination			2	8					10
Meet with City to discuss Options - CHOOSE BEST OPTION - (1 person for 1 day; 1 visit)			8						8
Jacobs Project management (3hrs per week for 4wks)		12							12
SubTotal for Engineering Study - 30% Design		12	26	36	72	16	8	0	171
Directs - Travel (1 Trip; Hotel, Car Rental, Food)									$1,000
Directs - Survey									$5,000
Directs - Miscellaneous									$500

CITY OF JOPLIN STATEMENT OF WORK - PROJECT D									
Sidewalk / ADA Improvements Oliver Avenue. - Engineering Hours ~ Approx. 2,700 LF									
Schedule 130 calendar days = 20 wks.	No. of Dwgs	Hours Project Manager JACOBS	Hours Sr. Professional HRGREEN	Hours Professional HRGREEN	Hours Jr. Professional HRGREEN	Hours Technician HRGREEN	Hours Cost Estimator JACOBS	Hours Geotechnical Engineer	Hours Total
60% Design/Construction Docs									
Cover Sheet	1				1	1			2
Typical Sections (1 sheet)	1				6	6			12
Reference Tie Sheet (1 sheet)	1				4	2			6
Plan / Profile Sheets (4 Sheets - 1" = 20')	4		4	4	16	8			32
Cross Sections - includes driveway profiles (1"=5')	16			4	16	8			28
Drainage Design - Drainage Area Maps	2			2	8	4			14
Drainage Design - Analysis and Reporting				8	4	2			14
Storm Sewer Profiles (1 sheet - 1"=5')	1			2	8	8			18
Detail Sheets (2 Sheets)	2			2	8				10
Job Special Provisions (4 Each)			2		1				3
Utility Coordination			2	4					6
NEPA - develop checklist, draft report				10	10				20
QA / QC			6						6
Subconsultant Coordination			2	8					10
Opinion of Probable Construction Cost			1		4		6		11
City Review Meetings (1 person - 1 day 1 visit)			8						8
Jacobs Project management (3hrs per week for 4wks)		12							12
SubTotal for 60% Design-Construction Documents	**28**	**12**	**25**	**44**	**86**	**39**	**6**	**0**	**212**
Directs - Travel (1 Trip, Hotel, Car Rental, Food)									$1,000
Directs - Miscellaneous									$500

CITY OF JOPLIN STATEMENT OF WORK - PROJECT D

Sidewalk / ADA Improvements Oliver Avenue. - Engineering Hours ~ Approx. 2,700 LF

Schedule 139 calendar days = 20 wks.	No. of Dwgs	Hours Project Manager JACOBS	Hours Sr. Professional HRGREEN	Hours Professional HRGREEN	Hours Jr. Professional HRGREEN	Hours Technician HRGREEN	Hours Cost Estimator JACOBS	Hours Geotechnical Engineer	Hours Total
90% Design/Construction Docs									
Cover Sheet	1					1			1
Tabulations of Quantities (Summary & Tabulations)	3		3		12	4			19
Typical Sections (1 sheet)	1				1	2			3
Reference Tie Sheet (1 sheet)	1				1	1			2
Plan / Profile Sheets (4 Sheets - 1" = 20')	4		4	4	16	8			32
Cross Sections - includes driveway profiles (1"=5')	16			2	16	8			26
Storm Sewer Profiles (1 sheet - 1"=5')	1			1	4	4			9
Detail Sheets (2 Sheets)	2		1	2	4	8			15
Construction Phasing / Staging (2 Sheets)	2		1	2	4	8			15
Job Special Provisions (4 Each)			8						8
Utility Coordination			4	4					8
NEPA - Final report & Application				5	5				10
QA / QC			8	8					16
Subconsultant Coordination			2	8					10
Opinion of Probable Construction Cost			2		4		6		12
Complete Workday Study				1	4				5
City Review Meetings (1 person - 1 day 1 visit)			8						8
Jacobs Project management (3hrs per week for 5wks)		15							15
SubTotal for 90% Design-Construction Documents	31	15	41	37	71	44	6	0	214
Directs - Travel (1 Trip; Hotel, Car Rental, Food									$1,000
Directs - Miscellaneous									$500

CITY OF JOPLIN STATEMENT OF WORK - PROJECT D

Sidewalk / ADA Improvements Oliver Avenue. - Engineering Hours – Approx. 2,700 LF

Schedule 139 calendar days = 20 wks.	No. of Dwgs	Hours Project Manager JACOBS	Hours Sr. Professional HRGREEN	Hours Professional HRGREEN	Hours Jr. Professional HRGREEN	Hours Technician HRGREEN	Hours Cost Estimator JACOBS	Hours Geotechnical Engineer	Hours Total
Final Design/Construction Docs									
Final Revisions to Plan Set and Special Provisions (2.5 days for 1 FTE)			2		12	6			20
Opinion of Probable Construction Cost			1		2		6		9
Assemble bid proposal using front end documents, required inserts, and job special provisions			10	80					90
Distribute plans and bid proposal to appropriate bidding outlets			4	4					8
Maintain bidder list and track bidding questions					8				8
Manage pre-bid conference (1 person - 1 day 1 visit)			10						10
Answer and issue written clarifications to questions during bidding			2		8				10
Attend bid opening and tabulate bids (1 person - 1 day 1 visit)			12						12
Verify bidder requirements, check references, and recommend apparent low bidder			2		4				6
Jacobs Project management (3hrs per week for 7wks)		21							21
SubTotal for Final Design-Construction Documents	**0**	**21**	**43**	**84**	**34**	**6**	**6**	**0**	**194**
Directs - Travel (2 Trips; Hotel, Car Rental, Food)									$2,000
Directs - Miscellaneous									$500

APPENDIX E

Subconsultant – Geotechnical

JACOBS®

Memorandum

501 North Broadway
St. Louis, MO 63102
Phone: 1.314.335.4000

Date 7/22/201

To Brandon Parrish, P.E.

From Jeff Farah, P.E.

Subject Joplin Yellow Corridor – Action Plan #1, phase 1, Geotech Scope

Mr. Mitchell, the following is a scope of work related to the Joplin Yellow Corridor Infrastructure Project that Jacobs would like you to provide a cost estimate on:

1.0 Projects:

Project A: *(Ditch Improvements between 26th/27th and Oliver/Cunningham*

The survey limits for this project are defined generally as a 60-foot corridor as shown in the exhibit. More specifically, the following better describe the areas labeled on the exhibit:

1. Topo should only provide enough detail to allow the design of sidewalks on both sides of Adele Avenue between 26th and the end of Adele. This includes picking up the ADA ramps and existing sidewalk at 26th, as well as any other information between the back of curb and the right of way line. The survey should be dense enough to produce cross sections at a 25-foot interval.

2. Topo should generally follow the limits as shown on the exhibit and pick up existing features from the centerline of 26th street southerly for 60-feet in the areas shown, and more liberally in the areas to the east of Adele and south of 26th Street. The survey in this area should be dense enough to produce cross sections at a 25-foot interval.

Topo should generally follow the limits shown on the exhibit, starting with the existing fence on the south property line of 2609 Oliver and generally holding the alignment of the fence easterly to its projected intersection with Adele. This imaginary line would be the northern limit of the 60-foot survey corridor between Oliver and Adele. In addition, survey should also pick up the ditch to the west of Oliver so that any improvements required upstream can be identified and designed. This area should be limited to approximately 50-feet upstream. The survey should be dense enough to produce cross sections at a 25-foot interval.

Project B: *(McCoy Ave / 23rd St.)*

The survey limits for this project are defined generally as a the corridors of McCoy Avenue between 26th Street and 23rd Street, 23rd Street between Maiden Lane and Cunningham Avenue and adjacent property owned by the Joplin Housing Authority as shown on the attached exhibit.

Information pertaining to the two open surface large drainage ditches east of McCoy shall be obtained.

Information pertaining to the existing box culvert beginning just north of 26th Street and ending south of 27th Street shall also be obtained. Surface information above this box culvert is not needed at this time, just information regarding it's flow path.

Project C: *(Willard Ave.)*

The survey limits for this project are defined generally as the roadway corridor of Willard Avenue from 26th Street to 20th Street. Enough information shall be provided to design sidewalks on both sides of this street.

Project D: *(Oliver Ave.)*

The survey limits for this project are defined generally as the roadway corridor of Oliver Avenue from 32nd Street to 26th Street. Enough information shall be provided to design sidewalks on both sides of this street.

2.0 Survey Requiements:

A. General:

1. The approximate area of coverage for each project is as described in the above sections which are shown on the attached site plans.
2. Previous surveys performed in this area should not be used or combined with the new topographic survey w/o prior approval from Jacobs.
3. The Surveyor of record shall be a Registered Land Surveyor registered in the State of Missouri.
4. Horizontal and vertical control shall be Missouri State Plane Coordinate System of 1983, West Zone.
5. The Surveyor shall perform all field work necessary to accurately determine the property line and existing physical conditions of the areas, set monument markers, establish benchmarks and ascertain and record on a "topo" map and boundary survey drawing the information and data as specified in this document.

B. Right of Way / Boundary Survey:

1. Property research for each parcel along the alignment, including property owner name, assessor's map number, deed book and page, and size of parcel (in square feet and acres) obtained from the Jasper County courthouse (or GIS system online).
2. Show and locate all existing easements of record for the property either from the record plat or recited in the landowner's conveyance deed. Surveyor will not be responsible for providing a title search for all affected properties; only easements showing up on subdivision plat will be shown on properties. If additional right of way is required for a parcel, the subsequent title

insurance / report and the labor required to append the property stripmap will be considered extra work and subject to a supplemental agreement.

3. Locate all existing property corners.

4. CAD file (AutoCAD format) with property line work and other information as described in the above item in the State Plane coordinate system.

5. All property lines shall have a bearing (to the nearest second) and a length (to the nearest hundredth of a foot) shown and the parcel shall close within acceptable tolerances governed by the State of Missouri. Any parcel bordering the proposed alignment will need bearings and distances on each line of that property as required by Jasper County for exhibit preparation

C. <u>Topographic Survey:</u>

1. Trees: Indicate the location, size and species of trees over 3 in. in trunk diameter and wooded areas where trees of smaller diameter are in profusion. Locate perimeter only of thickly wooded areas or scrub brush. Landscaping shall also be included (shrubs, bushes, mulched planting beds).

2. Provide benchmarks used (Benchmark to be adopted) or control points set, and any reference datum required for the project in an electronic file suitable for use in the plans. Control points shall be three-point tied to existing monuments outside of the proposed construction limits of the project and spaced no more than five hundred (500') feet apart. Also provided in the electronic file shall be a description of the coordinate system / zone used, geographic reference station used, coordinate values held for azimuth and direction, the grid factor, and the origin point for scaling. If possible, benchmarks from projects currently in design or construction within the yellow corridor shall be referenced and adopted.

3. Building Line: Note whether or not an "official building line" has been established and if so, its location with respect to streets and property lines. Indicate location, if any, of adjacent building lines.

4. Streets, Alleys and Parking Lots: The following data shall be indicated on the Survey. Drawings for all roads or lots adjacent to the site:

    a. Name and /or route number.
    b. Direction of traffic.
    c. Distance between curbs.
    d. Type, dimension and condition of paving, where no paving exists, so note.
    e. Location and dimension of existing paving striping, if any.
    f. Elevations along center lines at twenty-five foot (25') intervals and intersections.
    g. Edge of pavement and type of pavement.
    h. Spot elevation on paved parking lots at a grid interval of 25'± and at any obvious ridge points, low points and parking lot depressions.
    i. Driveway pavement, type and jointing.
    j. Raised islands (and type).
    k. Street signs.

l. Mailboxes.
m. Traffic signal bases, posts and pull boxes.
n. Subdivision monuments.
o. Right of way markers.

5. Sidewalks, Curbs and Gutters: The following data shall be indicated for all sidewalks, curbs, and gutters on or adjacent to the site (where no sidewalks, or curbs or gutters exist, the fact shall be noted):

    a. Whether it is curb only, or curb and gutter.
    b. Elevations of sidewalks along the edge nearest to the site at twenty-five foot (25') intervals, at corners, at points of curvature and points of slope change.
    c. Elevations of tops of curbs and flow lines of gutters at twenty-five foot (25') intervals, at corners, at points of curvature and points off slope change.
    d. Edges of sidewalk and sidewalk type.
    e. Sidewalk widths and elevations.
    f. Curb ramps including truncated domes and landing areas at top of ramps.
    g. Crosswalk markings and tinted / patterned pavement treatment at crosswalks.

6. Utilities: The following information pertaining to utilities at the site shall be shown and noted on the Survey Drawing:

    a. Electric & Telephone: Location of available electric and telephone service. Location of electric and telephone lines, poles and manholes. Location of street lights, traffic signal equipment and utility boxes.
    b. Water: Location of water mains, hydrants, valves and manholes. Indicate size of water mains.
    c. Gas: Location and size of gas mains including type, pressure, and source of gas supply.
    d. Sewers: Location, size, direction of flow, rate of fall, and type of material of sanitary, storm or combined sewer mains. Indicate whether public or private and whether the use is exclusively for sanitary waste or storm drainage. Indicate elevations of structure top, flow line, location of manholes and elevations of all "in" and "out" inverts. Indicate dimensions of existing storm drain out fall protection (riprap). When a sanitary, storm, or combined sewer manhole falls within the limits of survey, the inverts and top elevation of the next downstream and/or upstream manhole "outside" the limits of the survey shall also be obtained.
    e. Irrigation Systems: Location or sprinkler heads, control boxes and backflow preventers.

7. Elevations and Contour Lines: Elevations of the site shall be taken on a grid suitable to the topography and size of the site and shall include elevations twenty-five feet (25') outside of the property boundary or as indicated.

    a. Contour lines shall be drawn at intervals that accurately reflect the existing topography of the site but in no case more than one foot (1') intervals unless otherwise approved by Jacobs.

b. Spot elevations shall be provided specifically in areas to clearly define the site topography (e.g. at swales, ridges, valleys, etc.). Spot elevations shall be to the nearest .01 foot.
c. Elevations shall be marked on contour lines at regular intervals.
d. Where concrete or grassed ditches exist, spot elevations shall be provided at 50 feet intervals. At a minimum, the low point and approximate top of slope of the swale shall be included at each interval.
e. All ridges or valleys or any other breaklines necessary for an accurate Digital Terrain Model (DTM) of the project, and all other pertinent existing features which may affect the proposed design

D. Deliverables:

1. The Survey Drawing(s) shall contain a signed certification by the surveyor that the survey of the described property was made under its supervision and that the data shown thereon is true and correct.

2. The Survey Drawing shall be prepared in a format compatible with Bentley MicroStation V8i. Survey features shall be placed on separate layers per CAD standards set by the Missouri Department of Transportation (MoDOT). The layering system shall to make easily manageable to turn layers on and off in drawings.

3. The Survey Drawing shall be prepared at a scale of not less than 1" = 40', except when authorized otherwise by Jacobs.

4. The Drawing(s) shall be of such material (bond) and shall be so delineated that will assure quality reproduction of easily readable prints. The Surveyor shall submit three (3) hard copies of the Drawings.

5. The following electronic files on a CD (or by email):

    a. Separate files containing the topographic survey, right of way survey and digital terrain model information for the project in MicroStation format.
    b. The digital terrain model file shall contain the information (e.g. 3D elements, tags, breaklines, random points, etc.) necessary to generate a digital terrain model (DTM). The file shall also contain the surface triangles used by the surveyor to produce the contours shown on the drawings. This DTM data shall be provided on separate layers in the MicroStation file.
    c. Electronic file containing reference ties, benchmarks, control points, etc. as described above.
    d. ASCII file containing points for project.

6. Paper copies of all deeds and maps obtained for use for the project.

7. Copies of the pages in the field book pertaining to the job (benchmark/level loop calculations, reference tie drawings, etc.).

Rate Schedule Description

Mobilization shall include the cost of furnishing all plant, labor, materials and transportation, and performing all work required in connection with moving on and off the site of work, for moving all equipment and supplies from drilling locations.

Soil Drilling (3.25" to 4.25" ID HSA) is for the cost of each linear feet of drilled borehole measured from the ground surface to the bottom of the drilled boring (top of last sample).

Standard Penetration Test is the cost to perform each standard penetration test (SPT) conducted in accordance with ASTM D1586 at sample intervals determined by Jacobs. SPT's shall generally be performed at the ground surface and at 5.0-foot intervals thereafter.

Thin Walled Undisturbed Sample is the cost to obtain each thin walled undisturbed (Shelby tube) conducted in accordance with ASTM D1587 at sample intervals determined by Jacobs.

Backfill boring is for the cost to backfill each completed boring.

Standby Time/Travel between site is for if the Subconsultant experiences an uninterrupted delay in excess of one-half hour in normal work procedures and such delays are caused by the Owner or Jacobs or due to excessive travel time, the Subconsultant shall be paid for such delays as approved by Jacobs. Delays caused by Subconsultant equipment breakdown or by inclement weather shall not be compensated by Jacobs.

Borehole Road Patching is for the cost to patch each borehole location drilled in existing pavement.

Utility Locates is for the time required for the Subconsultant to obain site utility access to perform the work.

Prepare Boring Logs & Boring Plan is for the time to prepare each boring log, the boring location plan and generate final boring logs upon completion of the laboratory testing.

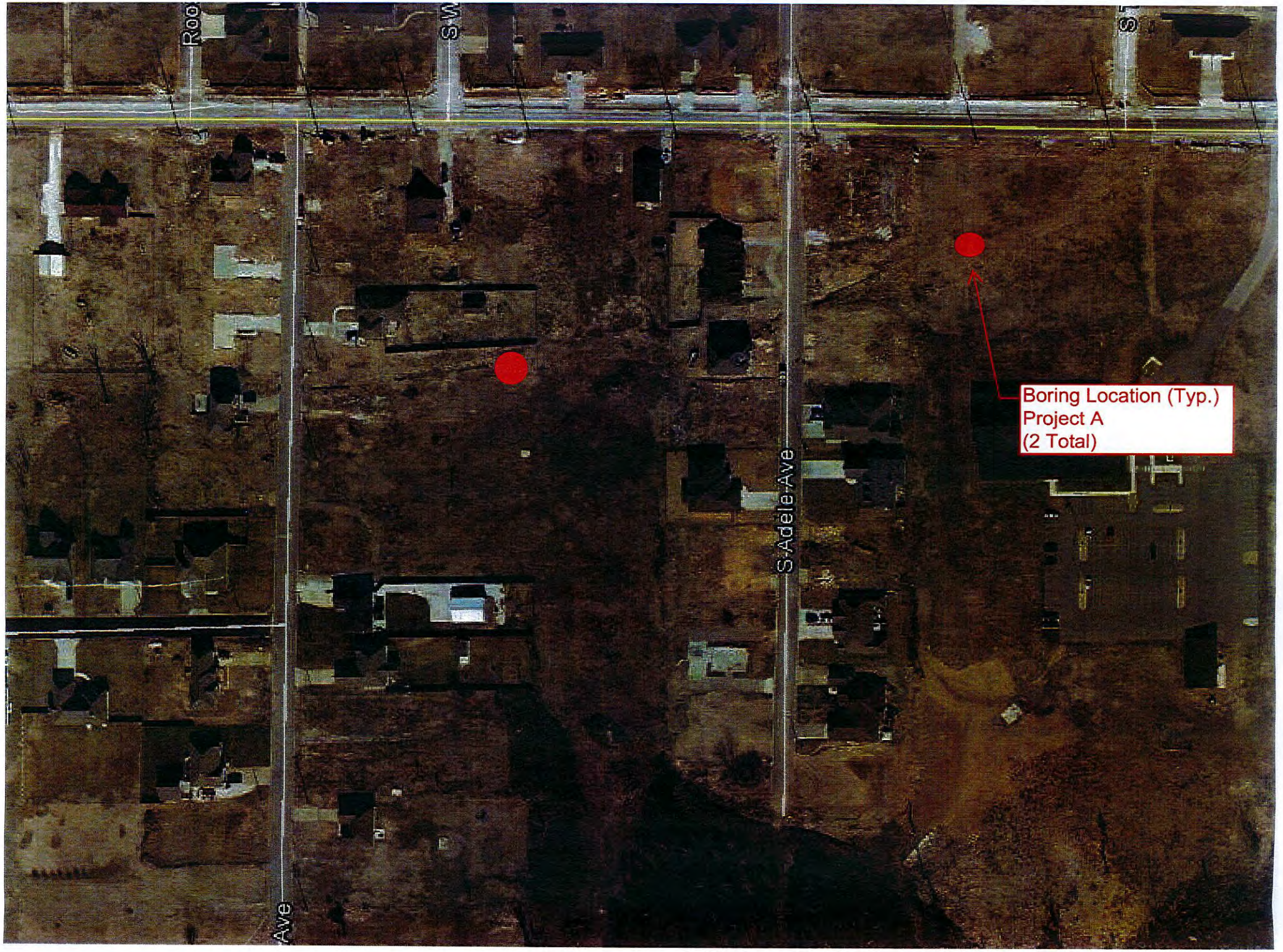
Analysis/Prepare Letter Report is for the time to prepare a letter report presenting the findings of the subsurface exploration and providing geotechnical design recommendations for the project. Soil classification, strata breaks, depth to bedrock (if encountered) and a summary of the labroatory test results shall be included in this letter report.

Principal Review is for the time to perform a senior geotechnical review of the letter report.

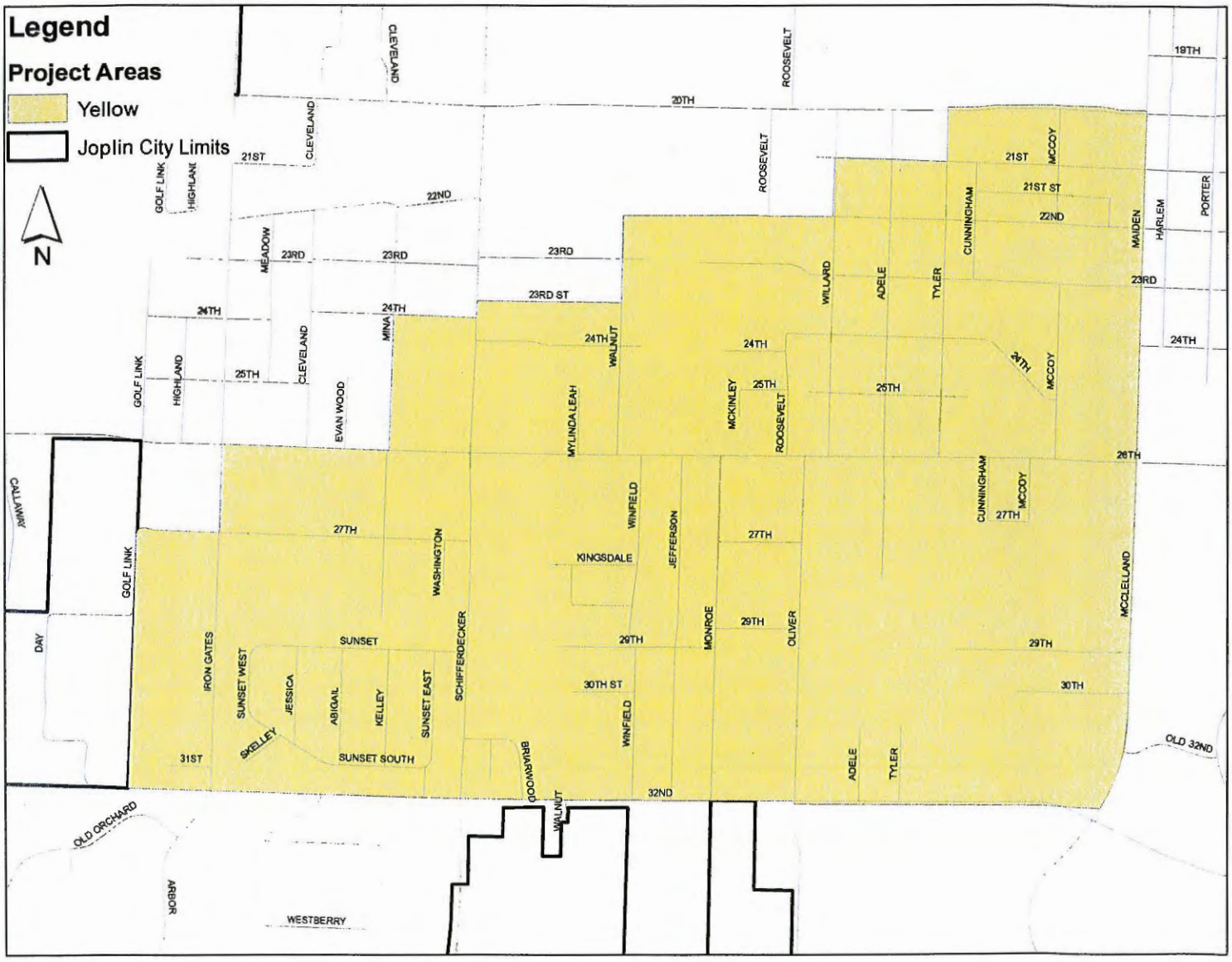
Project Manager is for the time to coordinate the work, review the preparation of the summary memorandum and manage the subconsultants work.

Traffic Control is for all signage, message boards, coordination, flaggers and all other material required in the traffic control plan to support the work or access adjacent roadways.

Laboratory Testing will be paid for at the unit price per test as listed in Attachment C, Rate Schedule.


Boring Location (Typ.)
Project A
(2 Total)
S Adele Ave

S-Maiden-Ln
S-Harlem-Ave
S-Porter-Ave
S-Tyler-Ave
W-25th-St
Boring Location (Typ.)
Project B
(7 Total)
Cunningham-Ave
S-McCoy-Ave


Legend
Project Areas
Yellow
Joplin City Limits
N
CLEVELAND
ROOSEVELT
19TH
20TH
21ST
21ST ST
22ND
23RD
23RD ST
24TH
25TH
26TH
27TH
29TH
30TH
30TH ST
31ST
32ND
OLD 32ND
GOLF LINK
HIGHLAND
MEADOW
EVAN WOOD
MINA
MYLINDA LEAH
WALNUT
MCKINLEY
WILLARD
ADELE
TYLER
CUNNINGHAM
MCCOY
MAIDEN
HARLEM
PORTER
CALLAWAY
DAY
IRON GATES
SUNSET WEST
JESSICA
ABIGAIL
KELLEY
SUNSET EAST
SCHIFFERDECKER
WASHINGTON
SUNSET
SKELLEY
SUNSET SOUTH
KINGSDALE
WINFIELD
JEFFERSON
MONROE
OLIVER
MCCLELLAND
BRAMWOOD
OLD ORCHARD
ARBOR
WESTBERRY

COUNCIL BILL NO. 2014- 160 **ORDINANCE NO.**

AN ORDINANCE approving an agreement for Jacobs Engineering for Seven Hundred Ninety Eight Thousand Two Hundred Sixty One and no/100 Dollars ($798,261.00) for Consultant Services for Design of Sidewalk, Curb & Gutter, and Storm Water projects in the Tornado Area and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. Approval of an agreement for Jacobs Engineering for Seven Hundred Ninety Eight Thousand Two Hundred Sixty One and no/100 Dollars ($798,261.00) for Consultant Services for Design of Sidewalk, Curb & Gutter, and Storm Water projects in the Tornado Area in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance, said contractors shall be paid the sum due there under from Infrastructure Improvement Fund.

Section 2. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Jacobs Engineering.

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure projects to begin immediately.

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

_____, 2014 by a _____ vote.

ATTEST: _____
Michael L. Siebert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

ORDINANCES

FIRST READING

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: August 4, 2014
ITEM: Council Bill No. 2014-020 approving the Lease Agreements between the City of Joplin and Joplin Little League North and Joplin Little League South.

ORIGINATING DEPARTMENT: LEGAL DEPARTMENT
ATTACHMENTS: Council Bill No. 2014-020; copy of the Lease Agreements.

DEPARTMENT HEAD:	Peter C. Edwards PE	**DATE:** 7/14/14
INTERIM CITY MANAGER:	Sam Anselm	**DATE:** 7/15/14
PARKS DIRECTOR:	Chris Cotten	**DATE:** 7/14/14
FINANCE DEPARTMENT:	Leslie Haase LH	**DATE:** 7-15-14

INTRODUCTION:

This Council Bill authorizes the City Manager to sign Lease Agreements on behalf of the City with Joplin Little League North and Joplin Little League South.

DISCUSSION:

- The term of the lease shall be for a period of one (1) year at an annual rental of one dollar ($1.00) per year due and payable to the Director of Finance.
- Premises to be used exclusively as a recreation facility for baseball.
- Any improvements to be made with City approval and in accordance with applicable Joplin codes and become the property of the City of Joplin unless otherwise agreed in writing.
- Upon surrender property is to be left in such condition as required by the City for future proposed usage.
- The leases shall automatically be renewed in successive terms of one (1) year for the same terms, covenants and conditions as specified.
- The City may terminate the lease for any breach of the agreement, or at any time without cause by giving sixty (60) days' written notice.

- Joplin Little League North and Joplin Little League North shall provide Liability insurance during the term of agreement for One Million Dollars ($1,000,000.00).

- Lessee shall be solely responsible for obtaining any necessary licenses or permits and for complying with all applicable laws, codes, and regulations.

- Tenants are responsible for proper maintenance and repair of any damage.

- Tenants will not discriminate against any person due to age, sex handicap, creed, nationality concerning the use of the property.

- Agreement shall not be assignable without written consent of the City.

- City may terminate the agreement for any breach of the agreement by the tenants.

- Agreement may only be modified by written agreement signed by both parties to the agreement.

- Tenants shall have exclusive rights to the playing fields based on a schedule given to the city by April 1 of each year and the exclusive rights to all concession revenue during any use.

- All provisions shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

RECOMMENDATION:

Staff recommends this Council Bill be placed on First Reading.

PCE:ab
attachments

LEASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between the City of Joplin, Missouri, a Municipal Corporation, hereinafter referred to as "City" and Joplin Little League North, hereinafter referred to as "Lessee".

W I T N E S S E T H :

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the City hereby lets and leases to the Lessee and the Lessee hereby leases from the City, that certain tract of land and improvements located thereon, described as follows:

LANDRETH PARK FIELDS INCLUDING: LITTLE LEAGUE NORTH FIELD; LITTLE LEAGUE NORTH COMPLEX, AND LITTLE LEAGUE T-BALL PARK,

including concession areas if any, parking lots, the immediate surrounding grounds.

To have and to hold said premises, however, for the following purposes and subject to the following covenants and conditions, to-wit:

1. Term. The term of this Lease shall be for a period of one (1) year from the date hereof at an annual rental of One Dollar ($1.00) per year due and payable the date hereof to the Director of Finance of the City of Joplin.

2. Use of Premises. The premises shall be used exclusively as a recreational facility for baseball. Play shall not extend beyond 11:00 p.m., and all field lights shall be turned off no later than 11:15 p.m.

3. Improvements. Any improvements made by Lessee shall be done in a good and workmanlike manner and shall present a neat, orderly, clean and decent appearance to the satisfaction of the City based upon written plans, approval first being obtained from the Director of Parks and Recreation. Lessee shall obtain all required building permits and perform all such work in accordance with all applicable Joplin Codes to the extent required by law, and such improvements shall be made in accordance with applicable provisions of the Americans With Disabilities Act (ADA). Upon

termination of the Lease, all such improvements shall remain and become the property of the City of Joplin, unless it is otherwise agreed upon in writing.

4. Condition of Premises Upon Surrender. Following the initial and renewal terms of this Lease, if exercised, the Lessee shall be obligated to relinquish the property in as good as condition as when taken, usual wear and tear excepted, or, at the option of the City, leaving the property in such condition as is required by the City for its then proposed use. All personal property shall remain the property of the Lessee or its donee or designee or their assigns. Any such personal property removed shall in no way damage the premises.

5. Extended Terms. This Lease shall automatically be renewed for successive one (1) year terms upon the same terms, covenants, and conditions as herein specified. These renewals are subject to the termination provisions provided in paragraph 11.

6. Insurance. The Lessee shall provide liability insurance during the term of this Agreement, issued by an insurance company authorized to do business in the State of Missouri, covering the Lessee, its agents, employees and invitees, and naming the City as an additional insured, in the amount of One Million Dollars ($1,000,000.00) for Combined Single Limit for Personal Injury or Property Damage. Such insurance shall be evidenced by filing with the City an Insurance Certificate, naming the City as an additional insured under such policy, and providing that such policy shall not be cancelled without thirty (30) days written notice to City. The Lessee agrees to indemnify and hold and save harmless the City from any and all damages, claims, and assessments of every type and character arising out of the construction or remodeling as described herein, or to arise out of the use of said leased premises during the term of this Agreement or any extension thereof, both as to claims arising from injuries suffered by virtue of the condition which the premises may have been maintained, or by virtue of injuries sustained by anyone while the premises are in use by Lessee.

7. Licenses, Permits. The Lessee shall be solely responsible for obtaining any necessary licenses or permits and for complying with all applicable Federal, State and Municipal laws, codes and regulations in connection with the use of the property. Lessee shall promptly pay all utilities and other charges upon the demised premises.

8. Condition of Premises. During the term of this Agreement, and any extension or renewal thereof, the City of Joplin shall inspect said premises annually and provide the Lessee with a list of repairs necessary for the proper maintenance of the facility. The Lessee shall keep the property in a clean and mowed condition and repair any damage to the property during the season and off-season, and keep the property free from nuisance or hazard of any kind and properly secure said property when not in use.

9. Covenant of Non-Discrimination. The Lessee shall not discriminate against any person due to age, sex, handicap, creed, nationality, or other disability concerning the utilization of the property.

10. Assignment. This Agreement shall not be assignable by the Lessee without the express written consent of the City being first obtained.

11. Termination. The City reserves the right to terminate this Agreement for any breach by Lessee of this Agreement. In the event that City feels a breach of this Agreement has occurred, City shall provide written notice which specifies the breach and the corrective action required to correct such breach. If breach is not corrected within thirty (30) days of said notice, the Lease shall be terminated and City shall take possession of the premises immediately. All permanent structures, fences, stands or other facilities or equipment placed upon the premises by the Lessee shall remain the property of the City. Any damage to existing equipment, stands, fences or other fixtures to the premises by the Lessee, or its agents, employees and invitees, shall be restored to their former condition except as otherwise provided by written agreement between Lessee and the City of Joplin. The City may terminate this Lease Agreement at any time by giving sixty (60) days written notice to Lessee.

12. Nature of Relationship. The Lessee shall perform as an independent contractor and shall not hold itself out to third parties as an agent of the City. The Lessee shall not be considered an agent of the City nor shall any of the employees, agents, officers or members or other personnel of the Lessee be considered sub-agents of the City.

13. Amendments. This Agreement contains all of the agreements and conditions made between the parties and may only be modified by written agreement signed by all parties to this Agreement.

14. Exclusive Rights. Lessee has exclusive rights to the playing fields, subject to the limitations in paragraph 15. Lessee has exclusive rights to the concession revenue during its use.

15. Special Conditions. Lessee must submit a list of dates for use of the property to the Director of Parks and Recreation by April 1st of each year. The Director of Parks and Recreation shall have the right during the off-season (August 1 – February 28), with a seventy-two (72) hour notice previous to the event to reserve the facility or any part thereof for baseball or other similar purposes. The Director of Parks and Recreation shall have the right during the regular season (March 1 – July 31), with fifteen (15) days notice prior to the event to reserve the facility or any part thereof for baseball or other similar purposes. Such uses during the regular season shall be limited to any day not previously reserved by Lessee pursuant to the April 1 list herein above described. If any damage occurs to fields or facilities during a City event, the City shall repair and restore fields and facilities as near as reasonably possible to its pre-event condition. The Lessor shall remove or cause to be removed any and all trash generated by such a City event; shall reimburse Lessee for any costs for utilities used during the event; and shall cause to be repaired any facility or improvement misused (beyond normal wear and tear) during a City event.

16. Binding Effect. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

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

CITY OF JOPLIN, a
Municipal Corporation,

By: _____
Samuel L. Anselm,
Interim City Manager

"City"

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

JOPLIN LITTLE
LEAGUE NORTH

By: _____
Mike McCann,
President

"Lessee"

ATTEST:

_____

LEASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between the City of Joplin, Missouri, a Municipal Corporation, hereinafter referred to as "City" and Joplin Little League South, hereinafter referred to as "Lessee".

W I T N E S S E T H :

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the City hereby lets and leases to the Lessee and the Lessee hereby leases from the City, that certain tract of land and improvements located thereon, described as follows:

THE MINOR LEAGUE AND MAJOR LEAGUE FIELDS AT WILDCAT PARK,

including parking lots and immediate surrounding grounds.

To have and to hold said premises, however, for the following purposes and subject to the following covenants and conditions, to-wit:

1. Term. The term of this Lease shall be for a period of one (1) year from the date hereof at an annual rental of One Dollar ($1.00) per year due and payable the date hereof to the Director of Finance of the City of Joplin.

2. Use of Premises. The premises shall be used exclusively as a recreational facility for baseball. Play shall not extend beyond 11:00 p.m., and all field lights shall be turned off no later than 11:15 p.m.

3. Improvements. Any improvements made by Lessee shall be done in a good and workmanlike manner and shall present a neat, orderly, clean and decent appearance to the satisfaction of the City based upon written plans, approval first being obtained from the Director of Parks and Recreation. Lessee shall obtain all required building permits and perform all such work in accordance with all applicable Joplin Codes to the extent required by law, and such improvements shall be made in accordance with applicable provisions of the Americans With Disabilities Act (ADA). Upon termination of the Lease, all such improvements shall remain and become the property of the City of Joplin, unless it is otherwise agreed upon in writing.

4. Condition of Premises Upon Surrender. Following the initial and renewal terms of this Lease, if exercised, the Lessee shall be obligated to relinquish the property in as good as condition as when taken, usual wear and tear excepted, or, at the option of the City, leaving the property in such condition as is required by the City for its then proposed use. All personal property shall remain the property of the Lessee or its donee or designee or their assigns. Any such personal property removed shall in no way damage the premises.

5. Extended Terms. This Lease shall automatically be renewed for successive one (1) year terms upon the same terms, covenants, and conditions as herein specified. These renewals are subject to the termination provisions provided in Paragraph 11.

6. Insurance. The Lessee shall provide liability insurance during the term of this Agreement, issued by an insurance company authorized to do business in the State of Missouri, covering the Lessee, its agents, employees and invitees, and naming the City as an additional insured, in the amount of One Million Dollars ($1,000,000.00) for Combined Single Limit for Personal Injury or Property Damage. Such insurance shall be evidenced by filing with the City an Insurance Certificate, naming the City as an additional insured under such policy, and providing that such policy shall not be cancelled without thirty (30) days written notice to City. The Lessee agrees to indemnify and hold and save harmless the City from any and all damages, claims, and assessments of every type and character arising out of the construction or remodeling as described herein, or to arise out of the use of said leased premises during the term of this Agreement or any extension thereof, both as to claims arising from injuries suffered by virtue of the condition which the premises may have been maintained, or by virtue of injuries sustained by anyone while the premises are in use by Lessee.

7. Licenses, Permits. The Lessee shall be solely responsible for obtaining any necessary licenses or permits and for complying with all applicable Federal, State and Municipal laws, codes and regulations in connection with the use of the property. Lessee shall promptly pay all utilities and other charges upon the demised premises.

8. Condition of Premises. During the term of this Agreement, and any extension or renewal thereof, the City of Joplin shall inspect said premises annually and provide the Lessee with a list of repairs necessary for the proper maintenance of the facility. The Lessee shall keep the property in a clean and mowed condition and repair any damage to the property during the season and off-season, and keep the property free from nuisance or hazard of any kind and properly secure said property when not in use.

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13. Amendments. This Agreement contains all of the agreements and conditions made between the parties and may only be modified by written agreement signed by all parties to this Agreement.

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15. Special Conditions. Lessee must submit a list of dates for use of the property to the Director of Parks and Recreation by April 1st of each year. The Director of Parks and Recreation shall have the right during the off-season (August 1 – February 28), with a seventy-two (72) hour notice previous to the event to reserve the facility or any part thereof for baseball or other similar purposes. The Director of Parks and Recreation shall have the right during the regular season (March 1 – July 31), with fifteen (15) days notice prior to the event to reserve the facility or any part thereof for baseball or other similar purposes. Such uses during the regular season shall be limited to any day not previously reserved by Lessee pursuant to the April 1 list herein above described. If any damage occurs to fields or facilities during a City event, the City shall repair and restore fields and facilities as near as reasonably possible to its pre-event condition. The Lessor shall remove or cause to be removed any and all trash generated by such a City event; shall reimburse Lessee for any costs for utilities used during the event; and shall cause to be repaired any facility or improvement misused (beyond normal wear and tear) during a City event.

16. Binding Effect. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

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

CITY OF JOPLIN, a
Municipal Corporation,

By: _____
Samuel L. Anselm,
Interim City Manager

"City"

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

JOPLIN LITTLE
LEAGUE SOUTH

By: _____
Jason Smith
President

"Lessee"

ATTEST:

_____

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 4, 2014

Item: COUNCIL BILL NO. 2014-156
Originating Department: PUBLIC WORKS ADMINISTRATION

Attachments: 1) Copy of Agreement
2) Council Bill No. 2014-156

Department Head: Nicholas A. Heatherly Date: 7/23/14
Finance Department: Leslie Haase Date: 7/23/14
Interim City Attorney: Peter C. Edwards Date: 7/23/14
Interim City Manager: Samuel L. Anselm Date: 7/23/14

Recommended Action: Approval of Municipal Electric Service Agreement between the City of Joplin and Empire District Electric Company for electric service.

Summary: This Council Bill approves a municipal electric service agreement between the City of Joplin and the Empire District Electric Company for the City's purchase of electric service, including service to City-ordered street lights.

The agreement adopted by this Council Bill represents the latest in a series of agreements between the City and Empire District Electric Company and is very similar to previous agreements. It compensates Empire for capital costs of investment in the City street lights of approximately $3,429,429.33, capitalized at a rate of 9%, which equates to an annual charge of approximately $308,648.64.

The agreement also provides that the City will purchase its electricity from Empire based upon Empire's rates as approved by the Missouri Public Service Commission.

The term of the contract is for five (5) years and contains a non-appropriation clause; however, either Empire or the City can move to renegotiate the contract if the state passes an electric de-regulation statute which either party feels impacts the consideration or services contained therein. The contract also provides that the City may impose a tax or fee for Empire's use of the City's right-of-way for facilities other than its electric plant, should the City pass such an ordinance in the future.

This agreement contains the same rate and charges as the previous agreement; the only additional charges would be for any new installations approved by the Council.

Staff recommends this Council Bill be passed on First Reading.

MUNICIPAL ELECTRIC SERVICE AGREEMENT

CITY OF JOPLIN, MISSOURI

THIS AGREEMENT, Made and entered into this _____ day of _____, 2014, by and between the CITY OF JOPLIN, a Constitutional Charter City of Jasper County, Missouri (hereinafter sometimes referred to as CITY), and THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation duly organized under the laws of the State of Kansas and licensed to and transacting business in the State of Missouri (hereinafter sometimes referred to as COMPANY), for providing electric service and equipment to light the CITY'S streets, alleys and public ways and electric service for light and power for the CITY'S parks, other properties and public places owned by CITY, for a term of five (5) years beginning the _____ day _____, 2014.

For and in consideration of the mutual covenants and agreements, and the respective obligations and duties of the parties as hereinafter provided, it is agreed:

ARTICLE 1: The COMPANY shall furnish, and the CITY shall take and pay for monthly, the street lighting service described in SPL Street Lighting Data Sheet designated Exhibit A, attached hereto and made a part hereof, and for any and all additional street lighting service requested in writing by the CITY and subsequently agreed upon and installed under the terms of this contract, or any amendment hereto, according to the rates and conditions set out in the Municipal Street Lighting Service Schedule, hereinafter referred to as Schedule SPL, attached hereto and made a part hereof, and all applicable rates, rules and regulations of the COMPANY filed with and approved by the Public Service Commission of Missouri as now or hereafter promulgated.

ARTICLE 2: That the COMPANY, upon the request of the CITY in writing, shall install additional street lighting facilities and shall render electric service thereto according to the rates and conditions set out in Schedule SPL.

ARTICLE 3: That the investment in the street lighting facilities described in Exhibit B, attached hereto and made a part hereof, is the sum of **Three Million Four Hundred Twenty-Nine Thousand Four Hundred Twenty-Nine and 33/100 Dollars ($3,429,429.33), and that the total annual Facilities Usage (Investment) Charge described in Exhibit B and further defined in Schedule SPL is Three Hundred Eight Thousand Six Hundred Forty Eight and 64/100 Dollars ($308,648.64),** per year. Such annual Facilities Usage (Investment) Charge shall be due and payable as specified in Schedule SPL so long as the street lighting facilities referred to in this Article 3 and its references shall be utilized by said CITY. Said annual Facilities Usage (Investment) Charge shall be paid by CITY to the COMPANY in addition to all other charges referred to in Articles 1, 2, 4, and 5 hereof.

ARTICLE 4: The COMPANY shall change the location of or remove any street lamp in use upon the written request of the CITY, provided the CITY shall pay the COMPANY the actual cost thereof as determined by the records of the COMPANY.

ARTICLE 5: The COMPANY shall furnish, and the CITY shall take and pay for monthly, all electric service for municipal use, as may be required from time to time by the CITY in its parks, buildings, properties and public places, according to all applicable rates, rules and regulations of the COMPANY filed with the Public Service Commission of Missouri as now or hereafter promulgated.

ARTICLE 6:

A. The rates to be charged by the COMPANY and the terms of this Agreement shall be subject to the jurisdiction of the Public Service Commission of Missouri.

B. The CITY shall utilize the COMPANY'S service for its entire requirements for electric service and the parties acknowledge that this Agreement sets forth the terms upon which the COMPANY continues to serve the CITY, which service had its inception in an original franchise granted to the COMPANY'S predecessors and assigned to it.

C. The CITY shall not impose any license/occupation taxes or fees upon the COMPANY or its employees (other than the license fee imposed upon the COMPANY by Article III of Chapter 30, of the Joplin City Code or any amendments thereof) for the establishment, operation and maintenance of the COMPANY'S electric plant facilities and activities within the CITY, provided, however, that the foregoing shall not apply to the CITY'S right to collect motor vehicle license fees or any ad valorem tax of the COMPANY'S real estate or personal property, or any tax or fee imposed by the CITY, upon the COMPANY, for use of the CITY'S rights-of-way related to facilities used by the COMPANY for purposes other than electric plant.

ARTICLE 7: CITY shall take such steps as are required by law to fulfill its obligations under this Agreement.

ARTICLE 8: That COMPANY shall not be required to do anything under this Agreement which is contrary to the rates, rules and regulations of COMPANY filed with the Public Service Commission of Missouri as now or hereafter promulgated.

ARTICLE 9: The COMPANY shall protect the CITY and save it harmless from any and all loss, damage, or expense to persons or property which is caused by the negligence of the COMPANY in its use or maintenance of any and all equipment owned by it, and used to supply service under this contract.

The CITY shall protect the COMPANY and save it harmless from any and all loss, damage or expense to persons or property, which may arise due to the use or maintenance of any street lighting equipment owned by the CITY, unless such loss, damage or expense be the result of the COMPANY'S negligence.

ARTICLE 10: The COMPANY shall exercise reasonable care in maintaining the facilities to be maintained by it and in rendering the service to be rendered by it in the performance of this contract, so that the said service and said facilities may be furnished and maintained in a satisfactory manner.

ARTICLE 11: The term of this contract shall be for five (5) years, provided, however, that in the event the effective date of any electric deregulation statute commences within the term of this contract, the effected portions of the contract will be subject to renegotiation upon written request of either party. In the event those effected portions cannot be renegotiated, either party may terminate the entire contract upon ninety (90) days written notice prior to each annual anniversary of the contract.

ARTICLE 12: This contract supersedes all prior representations or agreements, either verbal or written, concerning matters herein contained, and shall inure to the benefit of and be binding upon the respective legal representatives, successors and assigns of the parties hereto. This contract shall not be amended other than by written agreement executed by authorized personnel of both parties.

ARTICLE 13: Notwithstanding any other provision of this Agreement, City shall not be obligated for the performance of the Empire District Electric Company and its respective successors herein or by any provision of this Agreement during any of City's future fiscal years unless the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then City may terminate this Agreement by giving thirty (30) days written notice to Empire.

ARTICLE 14: The City Manager of CITY was authorized and directed by the provisions of **Ordinance No. _____**, passed by the City Council of Joplin on the _____ day of _____, 2014, and effective on the _____ day of _____, 2014, to execute a contract with the COMPANY for the purchase of electric energy for use by the CITY for a period of five (5) years, and this contract has been negotiated and is being executed by the City Manager under and pursuant to the authority set out in said ordinance, and the same is executed by the proper officer of the COMPANY with the seal of the COMPANY affixed and attested by its Secretary. Upon execution, one executed copy hereof shall be delivered to the Clerk, placed and kept in the records of the CITY, and the other executed copy shall be delivered to an official of the COMPANY.

Approved as to form:

_____
City Attorney

By _____
City Manager
CITY OF JOPLIN, MISSOURI

ATTEST:

_____
City Clerk

By _____
Vice President
THE EMPIRE DISTRICT ELECTRIC

COMPANY

ATTEST:

_____
Secretary

MUNICIPAL ELECTRIC SERVICE AGREEMENT - MESA AGREEMENT 2014

April 2009 - December 2013

EXHIBIT 'A'

Street Light Accounts

Two separate accounts for Joplin Street Lighting

1) Transportation - Street Lights and/or Equipment Updated or Removed

2) Public Safety - New/Additional Street Lights Installed

Joplin Street Lights	2009 MESA	Transportation Acct	Public Safety	Total Lights Billed	City Owned Lights
	Apr-09	Dec-13			Mar-14
Incandescent Lights	8	8		8	7
7,000 Lumen MV* 175W	1419	548		548	23
11,000 Lumen MV 250W	602	372	1	373	
20,000 Lumen MV 400W	195	87		87	
53,000 Lumen MV 1,000W	17	0		0	
6,000 Lumen HPS* 70W	352	1		1	
16,000 Lumen HPS 150W	633	1767	1507	3274	
27,500 Lumen HPS 250W	289	479	207	686	36
50,000 Lumen HPS 400W	78	64	1	65	
12,000 Lumen MH* 175W	118	103	7	110	113
20,500 Lumen MH 250W	331	270	97	367	203
36,000 Lumen MH 400W	32	32	1	33	10
Total Apr 2009	**4074**				
CURRENT TOTAL		**3731**	**1821**	**5552**	**392**

City Owned Street Lights are Calculated in Total Lights Billed

EDE Investment - Joplin Street Lights

Total Apr 2009	$1,394,403			
Total Dec 2013		$1,945,799	$1,483,631	**$3,429,429**

ESTIMATED ANNUAL CHARGES FOR CITY

Annual Excess Facility Charge

(.09% of Investment)

Apr 2009	$125,496			
Dec 2013		$175,122	$133,527	**$308,649**

Annual Estimated kWh Charge

Apr 2009	$317,000			
Dec 2013		$432,000	$204,000	**$636,000**

ESTIMATED ANNUAL - kWh & FACILITY USAGE

Estd Annual Apr 2009	$442,496			
Estd Annual for Transportation Acct		**$607,122**		
Estd Annual for Public Safety Acct			**$337,527**	
ESTD ANNUAL - BOTH ACCTS				**$944,649**

*MV - Mercury Vapor

*HPS - High Pressure Sodium

*MH - Metal Halide

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 17th Revised Sheet No. 1

Canceling P.S.C. Mo. No. 5 Sec. 3 16th Revised Sheet No. 1

For ALL TERRITORY

MUNICIPAL STREET LIGHTING SERVICE
SCHEDULE SPL

AVAILABILITY:

This schedule is available to municipalities served by the Company under the provisions of an Electric Franchise having an original term of not less than ten (10) years, for outdoor lighting for streets, alleys, parks and public places under the provisions of the Company's standard Municipal Electric Service Agreement, having an original term of not less than two (2) years.

ANNUAL STREET LIGHTING CHARGE:	Annual Charge Per Lamp	Annual kWh	Watts
Incandescent Lamp Sizes (No New Installation Allowed)			
4,000 lumen	$ 65.55	1,088	
Mercury-Vapor Lamp Sizes:			
7,000 lumen	89.02	784	175
11,000 lumen	106.85	1,186	250
20,000 lumen	152.97	1,868	400
53,000 lumen	258.08	4,475	1000
High-Pressure Sodium-Vapor Lamp Sizes (Lucalox, etc.):			
6,000 lumen	83.42	374	70
16,000 lumen	104.43	694	150
27,500 lumen	135.91	1,271	250
50,000 lumen	193.68	1,880	400
130,000 lumen	312.56	4,313	1000
Metal Halide Lamp Sizes:			
12,000 lumen	130.55	696	175
20,500 lumen	159.99	1,020	250
36,000 lumen	214.03	1,620	400
110,000 lumen	472.96	4,056	1000

The monthly charge per lamp, is 1/12th of the annual charge.

FUEL ADJUSTMENT CLAUSE:

The above charges will be adjusted in an amount provided by the terms and provisions of the Fuel Adjustment Clause, Rider FAC.

DETERMINATION OF ENERGY (kWh) USAGE FOR NON-METERED FIXTURES:

The monthly energy for each type and size of lamp is determined by multiplying the annual kWh listed above, by the monthly usage factor listed in the table below:

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	12 month total
Usage Factor	.103	.089	.087	.075	.070	.064	.067	.073	.079	.091	.098	.104	1.00

DATE OF ISSUE February 28, 2013 DATE EFFECTIVE April 1, 2013

ISSUED BY Kelly S. Walters, Vice President, Joplin, MO

THE EMPIRE DISTRICT ELECTRIC COMPANY

P.S.C. Mo. No. 5 Sec. 3 7th Revised Sheet No. 1a

Canceling P.S.C. Mo. No. 5 Sec. 3 6th Revised Sheet No. 1a

For ALL TERRITORY

MUNICIPAL STREET LIGHTING SERVICE
SCHEDULE SPL

MUNICIPALITY OWNERSHIP:

If the Municipality owns the Street Lighting System, the Company will furnish electric energy, will inspect street lights, replace broken lamps or glassware, specialty or decorative glass excluded, and repaint steel poles when necessary. However, replacement or repairs to poles, conduit, cable overhead conductors or fixtures other than glassware shall be paid for by the Municipality.

COMPANY OWNERSHIP - FACILITIES USAGE CHARGE:

When, by agreement with the Municipality, the Company shall install, own, operate and maintain street lights served under this schedule or is required to provide special or excessive electric facilities to serve Municipality-owned street lighting systems served under this schedule, a separate agreement shall be executed by and between the Municipality and the Company setting forth the investment in such street lighting facilities and a Facilities Usage Charge in the amount of .75% per month of such investment. The Facilities Usage Charge shall be payable by the Municipality to the Company in the manner prescribed in the aforementioned separate agreement and in addition to the Annual Street Lighting Charge as set forth herein.

MINIMUM:

The total annual net amount of the Annual Street Lighting Charge, plus the Facilities Usage Charge, shall not be less than an amount equal to twelve times the total of charges to the Municipality for street lighting service for the calendar month prior to the date of the contract.

PAYMENT:

All bills shall be rendered monthly and shall be payable on or before the 25th day of each month succeeding the month during which service was rendered.

CONDITIONS OF SERVICE:

1. All lamps shall burn every night from dusk to dawn, subject to a reasonable maintenance schedule.
2. The character of street lighting circuit (series or multiple) shall be determined by the Company.
3. The Company Rules and Regulations, P.S.C. Mo. No. 5, Section 5, are a part of this schedule.

JOPLIN CITY OWNED STREET LIGHTS - as of March 2014

LOCATION	ORNAMENTAL LIGHTS	OWNERSHIP	4,000 INC	7,000L MV 175w	27,500L HPS 250W	12,000L MH 175W	20,500L MH 250W	36,000L MH 400W	TOTAL LIGHTS
17th & Range Line	Range Line to Wal-Mart	City Owns ALL past pedestal						10	10
Arbor Hills		*		8		22			30
Callaway Ridge	Outside of entrance gate	*				1			1
Cattails Subdivision		*				6			6
Connecticut	Between Campbell Pkway & Murphy Blvd	City Owns ALL past pedestal					20		20
Deer Run		*		2		1			3
Geneva	Public Roadway off Kohl's Shopping Plaza	City Owns ALL past pedestal					12		12
Highland Subdivision	S Range Line - W on Wildwood to W end	*		7		5			12
Jacquard Place	INCANDESCENT	City Owns All - Including Riser on Pole	7			1			8
Joplin Square	34th to 36th Alabama & Mississippi	*				6			6
Junge Blvd	Byers to Porter (Ornamentals From Main)	City Owns ALL past pedestal					48		48
Northridge Estates	Entrance ONLY	City Owns All - Including Riser on Pole				8			8
Oak Pointe Subdivision		*				28			28
St John's Blvd	At Temporary Hospital	City Owns ALL past pedestal					16		16
Sunset Ridge Dr	Total includes 2 New Lights just being installed	*				13			13
Tall Grass Estates	1-at Entrance; 1 at Amber & Plum Thicket	*				3			3
Westberry Farms		*		3		6			9
Woodland Hills 1	Oakmont & Belmont	*		3		2			5
Woodland Hills II	Johnson Dr, Colorado Dr, Etc	*				11			11
Main St - 1st to 3rd	Black ornamental Lights- Streetscape Project	City Owns/Maintains (Only kWh Chg)					22		22
Main St - 3rd to 4th	Black ornamental Lights- Streetscape Project	City Owns/Maintains (Only kWh Chg)					11		11
Main St - 4th to 7th	Black ornamental Lights- Streetscape Project	City Owns/Maintains (Only kWh Chg)					35		35
Main St - 7th to 8th	Black ornamental Lights- Streetscape Project	City Owns/Maintains (Only kWh Chg)					10		10
West 5th St	Black ornamental Lights- Streetscape Project	City Owns/Maintains (Only kWh Chg)					7		7
West 6th St	Black ornamental Lights- Streetscape Project	City Owns/Maintains (Only kWh Chg)					7		7
Joplin Ave - 4th to 8th	Black ornamental Lights- Streetscape Project	City Owns/Maintains (Only kWh Chg)					13		13
City Parking Lot A	500 Blk (W side Main St behind businesses)	City Owns/Maintains (Only kWh Chg)			8				8
City Parking Lot B	7th & Virginia (behind Pearl Bro)	City Owns/Maintains (Only kWh Chg)			8				8
City Parking Lot D - East	3rd & Penn	City Owns/Maintains (Only kWh Chg)			6				6
City Parking Lot D - West	Lot E of Red Onion	City Owns/Maintains (Only kWh Chg)			6				6
City Parking Lot E	Behind City Hall	City Owns/Maintains (Only kWh Chg)			8				8
City Parking Lot N Pinnacle Bank	Black ornamental Lights- Streetscape Project	City Owns/Maintains ALL					2		2
TOTAL			7	23	36	113	203	10	392

*City Owns Concrete Base, Pole, Fixture - EDE Owns Underground Facility

Six (6) lights on parking lot W of Old City Hall paid for by Commerce Bank & Messenger Towers

Lights in City Parks and 16 Lights on Memorial Hall Parking Lot are Owned & Maintained by EDE

MUNICIPAL ELECTRIC SERVICE AGREEMENT

Street Lighting Investments and Facilities Usage Charges for the

City of Joplin, Missouri

EXHIBIT 'B'

Installations and Removals	Empire Completed	EDE Investment
Main and adjacent streets	Aug-54	$118,250.00
North Main Street	Sep-55	$11,750.00
South Main Street	Aug-57	$25,758.38
West 7th Street	Oct-60	$34,000.00
Range Line - 4th to 2nd	Feb-64	$39,596.00
Gateway Drive Whiteway	Jun-64	$6,500.00
Major intersections	Jun-64	$6,900.00
Major intersections	Feb-65	$9,120.00
Underpass - 6th & Virginia	Apr-66	$1,596.00
N. Main at Zora & Murphy Blvd.	Jul-66	$3,795.00
Schifferdecker Park	May-67	$1,054.00
20th & Range Line	May-67	$2,389.00
Range Line & Zora	May-68	$1,017.00
Murphy Boulevard	Jul-68	$15,684.13
3110 East 7th Street	Aug-69	$515.00
Memorial High School area	Feb-71	$18,473.33
Davis Boulevard	Jul-70	$2,228.70
15th Street	May-70	$1,275.00
Urban Renewal Park	Sep-70	$9,240.00
Joplin Airport Parking Lot	May-71	$13,764.00
Parkwood High School area	Oct-71	$6,642.00
East 32nd Street ($5,204.31-$3,280.65 cr)	Aug-71	$1,923.66
Behind City Market and City Health	Mar-71	$295.50
26th & Wall	Aug-71	$109.00
Residential and Miscellaneous	1971	$10,121.84
Entrance road to Joplin Airport	Jan-72	$13,923.00
600 West Parking Lot	Jul-72	$3,292.00
*Mercury Vapor conversion (all of city)	1972	$79,589.00
Residential and Miscellaneous	1972	$14,756.42
MSSC entrances on Duquesne Road	Jan-73	$616.36
Pennsylvania viaduct conversion	Jan-73	$4,717.00
Range Line - 4th to Newman Road	Jan-73	$25,888.00
City Employees East Parking Lot	Apr-73	$842.28
Turkey Creek Disposal Plant	Oct-73	$857.00
Main Street - 4th to 8th MV removal	1973	-$14,680.00
Supply/Controls (City-Owned) lucalox system	Jul-73	$463.00
Residential and Miscellaneous	1973	$4,503.05
Macy's Parking Lot	Jan-74	$3,921.00
26th & Wall/26th & Joplin ($1,786-$109)	Jan-74	$1,677.00
Ewert Park Parking Lot	Jul-74	$450.00
Residential and Miscellaneous	1974	$10,288.95
4th Street from Turk to Range Line	Jan-75	$1,159.90
20th & Indiana	Jan-75	$486.46
17th & Maiden Ln at St. Louis-Frisco RR	Jan-75	$708.07
32nd & Schifferdecker	Jan-75	$131.00
7th & Schifferdecker	Jan-75	$302.33
Newman & Duquesne Road intersection	Jan-75	$6,762.00
7th Street at West Main alley-removal	Mar-75	-$131.00
Newman Rd-Range Ln to Duquesne Road	Nov-75	$48,779.00
32nd Street near Freeman Hospital	Jul-75	$360.00

MUNICIPAL ELECTRIC SERVICE AGREEMENT

Street Lighting Investments and Facilities Usage Charges for the

City of Joplin, Missouri

EXHIBIT 'B'

	Empire Completed	EDE Investment

MSSC Stadium Parking Lot entrance	Oct-75	$419.00	
Residential and Miscellaneous	1975	$17,340.54	
Remove lights in front of Memorial Hall	Dec-76	-$367.00	
Macy's Pking Lot-remove (City retained 1)	Aug-76	-$3,761.00	
Residential and Miscellaneous	1976	$5,103.15	
Memorial Hall Parking Lot	Dec-77	$10,150.00	
Residential and Miscellaneous	1977	$7,702.89	
32nd St near Freeman Hospital – removal	Aug-78	-$360.00	
8th between Main & Joplin – removal	Aug-78	-$116.67	
Residential and Miscellaneous	1978	$2,733.17	
Residential and Miscellaneous	1979	$7,756.84	
Residential and Miscellaneous	1980	$7,255.39	
Residential and Miscellaneous	1981	$27,853.87	
Residential and Miscellaneous	1982	$4,929.55	
Broadway Viaduct, Zora, Range Ln-remove	Oct-83	-$565.11	
Residential and Miscellaneous	1983	$9,159.29	
Residential and Miscellaneous	Jan-84	$3,397.11	
Residential and Miscellaneous	Jul-84	$8,205.90	
Residential and Miscellaneous	1985	$56,256.06	
Residential and Miscellaneous	1986	$6,969.29	
Sunnyvale Corporation	Jan-87	$31,931.94	
Residential and Miscellaneous	1987	$4,624.81	
Midway Consolidation	May-88	$7,775.83	
Residential to date in 1988	Nov-88	$21,670.93	
Residential and Miscellaneous	1989	$15,312.43	
Residential and Miscellaneous	1990	$29,616.96	
7th St. from Ozark to Highview	Apr-91	$4,031.25	
7th St. E. of Kentucky	Jul-91	$510.02	
7th St. & Range Line	Sep-91	$1,687.55	
Residential & Miscellaneous	1991	$17,598.51	
Residential & Miscellaneous	1992	$44,658.89	
Residential to date in 1993	1993	$16,960.05	
EDE Investment Total 1954 - 1993		**$918,100.80**	$918,100.80
Enterprise Ave.	1994	$1,638.56	
32nd & Stephens Blvd.	1994	$341.04	
Residential & Miscellaneous	1994	$24,370.43	
Deer Run Subdivision (City-Owned)	1995	$6,027.79	
Westberry Farms (City-owned)	1995	$1,885.80	
Residential & Miscellaneous	1995	$46,555.70	
Highland Subdivision (City-Owned)	1996	$967.00	
Residential & Miscellaneous	1996	$22,341.44	
Residential & Miscellaneous	1997	$55,392.10	
Cattails Subdivision (City-Owned)	1998	$438.89	
Residential & Miscellaneous (Includes to 9-1998)	9/1998	$13,380.00	
EDE Investment Total 1993 - 1998		**$173,338.75**	
ACCUMULATIVE CONTRACT TOTAL 1954 - 1998			**$1,091,439.55**
Residential & Miscellaneous	Oct-98	$12,135.09	
34th & Alabama S. to 36th St. (City-Owned)	1999	$2,177.77	
Residential & Miscellaneous	1999	$12,942.19	
Arbor Hills Phase II (City-Owned)	2000	$17,098.44	

MUNICIPAL ELECTRIC SERVICE AGREEMENT

Street Lighting Investments and Facilities Usage Charges for the

City of Joplin, Missouri

EXHIBIT 'B'

	Empire Completed	**EDE Investment**
E 44th &Johnson, Johnson & Annie Rdg(City-Owned	2000	$3,471.55
Residential & Miscellaneous	2000	$18,683.16
Cattails Subdivision (City-Owned)	2001	$3,252.55
Residential & Miscellaneous	2001	$27,445.29
Residential & Miscellaneous	2002	$159,518.22
Oaklawn Dr. & Belmont Dr. (City-Owned)	2003	$65.00

SW Crn E 35th & Mississippi (City-Owned)	2003	$93.33	
Residential & Miscellaneous	2003	$10,030.49	
EDE Investment Total 1998 - 2003		**$266,913.08**	
ACCUMULATIVE CONTRACT TOTAL 1954 - 2003			**$1,358,352.63**
Arbor Rd. Notting Hill Dr. (City-Owned)	2004	$275.00	
Residential & Miscellaneous	2004	$11,487.29	
Residential & Miscellaneous	2005	$1,603.38	
Residential & Miscellaneous	2006	$784.16	
Residential & Miscellaneous	7-Feb-07	-$535.53	
Residential & Miscellaneous	2007	$23,504.60	
Main St 1st - 4th MV Removal	Mar-08	-$11,664.09	
Residential & Miscellaneous	2008	$10,S95.18	
EDE Investment Total 2003 - 2008		**$36,049.99**	
ACCUMULATIVE CONTRACT TOTAL 1954 - 2008			**$1,394,402.62**
Residential & Miscellaneous	2009	$371,280.10	
Residential & Miscellaneous	2010	$822,062.35	
Residential & Miscellaneous	2011	$264,846.54	
Residential & Miscellaneous	2012	$360,389.89	
Residential & Miscellaneous	2013	$216,447.83	
EDE Investment 2009 - 2013		**$2,035,026.71**	
ACCUMULATIVE CONTRACT TOTAL 2009 - 2013			**$3,429,429.33**

ANNUAL FACILITY USAGE CHARGE TO CITY	
.09% of Accumulative Contract Total	
Accumulative Contract Total to 2013	**$3,429,429.33**
Annual Facilities Usage Charge	X .09%
CURRENT ANNUAL FACILITY USAGE CHARGE	**$308,648.64**

FACILITY USAGE CHARGE - Facility Usage Charge is accumulative and the cost will Increase or Decrease each time additional street lights are installed, upgraded, or removed.

KWH Charge per Street Light - The Facility Usage Charge does NOT include the monthly kWh usage for each street light.

Notes:

(1) July 2011 - Nov 2012 Empire District CREDITED the City Of Joplin over $58k for Street Lights destroyed in tornado.

(2) Empire District has invested over $1M replacing approximately 500+ Street Lights and equipment destroyed during the tornado at no additional cost to the city.

COUNCIL BILL NO. 2014-156 **ORDINANCE NO.**

AN ORDINANCE authorizing and directing the City Manager to execute a contact with The Empire District Electric Company for the purchase of electric energy by the City of Joplin for a period of five (5) years, and for the payment by the City of Joplin to the Company of annual Facilities Usage (Investment) Charges and other Charges as provided in the contract, a copy of which is attached hereto and made a part hereof.

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

Section 1. That the City Manager is hereby authorized and directed to execute for and on behalf of the City of Joplin a contract with The Empire District Electric Company for the purchase of electric energy by the City of Joplin for a period of five (5) years, and providing for the payment by the City to the Company of annual Facilities Usage (Investment Charges) and other Charges as provided in the contract, and a copy of which is attached hereto and made a part hereof.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

ATTEST: _____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

NEW BUSINESS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 4, 2014

Item: SITE PLAN REVIEW FOR 515 & 517 LUKE STREET
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Site Plans

Public Works Director: Nicholas A. Heatherly — Date: 7/22/14
Interim City Attorney: Peter C. Edwards — Date: 7/23/14
Interim City Manager: Samuel L. Anselm — Date: 7/22/14
Board or Commission: Planning and Zoning Commission — Date: 7/14/2014

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 027-14: 515 & 517 Luke Street – A request for a Site Plan Review for a duplex in a District R-2 PD (Two-Family – Planned Development) zoning district – Mayberry Rentals LLC.

STAFF SUMMARY:
This Site Plan Review is for the development of one duplex at 515-517 Luke Street. The property was rezoned to R-2 PD in October 2012. The proposed duplex will have 3 bedroom and 2 bath units. The duplex will meet all setback requirements, and will provide a one car garage and driveway space to limit parking on-street (a concern that was cited by neighbors when the property was rezoned).

Staff recommends approval of Case 027-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jake Mayberry requested the review of site plans for a duplex to be constructed at 515 & 517 Luke Street. He currently owns a duplex to the southwest of this property.

Mr. Brown asked Mr. Mayberry asked if the proposed duplex will be different than the one across the street. He replied that it will be similar with brick on the front, with nothing compromising any of the integrity of the neighborhood.

Mr. Brown asked how many square feet each side will contain, and Mr. Mayberry replied they will be three bedroom, two bath units. Each unit will contain about 1,200 square feet.

Mr. Eastman asked if the proposed duplex meets the set-back requirements, and Mr. Wright replied that it does.

PUBLIC COMMENT: None.

Z&P Meeting: July 14, 2014
City Council Meeting: August 4, 2014

STAFF PLANNING REPORT
Site Plan Review

CASE 027-14:

A request for a Site Plan Review for the development of a duplex in an R-2 PD (Two-Family Residential District – Planned Development) at 515-517 Luke Street.

NAME OF PROJECT: N/A

LOCATION: 515-517 Luke Street

APPLICANT: Mayberry Rentals LLC

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-2 PD (Two-Family Residential Dist. – Planned Development)	Undeveloped	12,740 ft² / .29 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	R-1, R-2	R-1
Land Use	Single-Family	Single-Family	Single-Family & Duplex	Single-Family

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Luke Street	Local	40'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

DISCUSSION

This Site Plan Review is for the development of one duplex at 515-517 Luke Street. The property was rezoned to R-2 PD in October 2012. The proposed duplex will have 3 bedroom and 2 bath units. The duplex will meet all setback requirements, and will provide a one car garage and driveway space to limit parking on-street (a concern that was cited by neighbors when the property was rezoned).

Staff recommends approval of Case 027-14.

ENCLOSURES:

Site Plan, Front Building Elevation

CITY OF JOPLIN, MISSOURI

SITE PLAN REVIEW CHECKLIST

RECEIVED 06-11-14

Return Form to:
Planning/Community Development Specialist
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only
Case No: 027-14
Filing: $350.00
Date Advertised: N/A
Date Notices Sent: N/A
Public Hearing Date: 7-14-14

I. **Name of Project:** Lobe St. Duplex

II. **Location of Project:** 515-517 Lobe St.

III. **Name of Owner:** Mayberry Rentals LLC

IV. **Name of Person who Prepared the Site Plan:** Stewart + Neece

V. **Instructions:**

The following checklist is to be completed by the applicant/developer and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The Site Plan shall include the following data, details and supporting information which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

Does the Site Plan comply with or show the following?	Yes	No	
A. Name of the project, address, boundaries, date, north arrow and scale of the plan.	☑	☐	
B. Name and address of the owner of record, developer, and seal of the engineer, architect or landscape architect.	☑	☐	
C. Name and address of all owners of record of abutting parcels.	☐	☐	N/A
D. All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures.	☑	☐	

E. The location and use of all existing and proposed buildings and structures within the development. Include all dimensions of height and floor area, show all exterior entrances and all anticipated future additions and alterations. For developments in the "C-2" Central Business District (CBD), indicate design details to make new construction compatible with existing structures. ☐ ☐ N/A

F. The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs and fences. Location type and screening details for all waste disposal containers shall also be shown. ☐ ☐ N/A

G. The Municipal Planner may require location, height, intensity, and bulb type (e.g., fluorescent, sodium incandescent) of all external lighting fixtures. The direction of illumination and methods to eliminate glare onto adjoining properties. ☐ ☐ N/A

H. The location, height, size, materials, and design of all proposed signage. ☐ ☐ N/A

I. A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas. ☐ ☐ N/A

J. The location of all existing and proposed utility systems including:

1. sewer lines and manholes; ☐ ☐
2. water lines and fire hydrants; ☐ ☐
3. telephone, cable and electrical systems; and ☐ ☐
4. storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales. ☐ ☐

N/A

K. Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable. ☐ ☐ N/A

L. Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans for meeting Federal Emergency Management Agency (F.E.M.A.) requirements. ☐ ☐ N/A

M. Zoning district boundaries adjacent to the sites perimeter shall be drawn and identified on the plan. ☐ ☐ N/A

N. Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include:

1. The projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels. ☐ ☐
2. The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and ☐ ☐
3. The impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given. ☐ ☐

N/A

O. For new construction or alterations to any existing structure, a table containing the following information must be included:

1. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; ☐ ☐
2. Maximum number of employees; ☐ ☐
3. Maximum seating capacity, where applicable; ☐ ☐
4. Number of parking spaces existing and required for the intended use; and ☐ ☐
5. A landscape plan for improving large areas of paved parking with appropriate landscaping may be required. ☐ ☐

N/A

6/11/2019



0 75 150 300 450 600 Feet

Case 027-14: A request for a Site Plan Review for a duplex in a District R-2 PD (Two Family - Planned Development) zoning district at 515-517 Luke Street. - Mayberry Rentals LLC

N

Case 027-14: 515 & 517 Luke Street – A request for a Site Plan Review for a duplex in a District R-2 PD (Two-Family – Planned Development) zoning district – Mayberry Rentals LLC.

Mr. Eastman opened the public comment period for Case 027-14.

Mr. Jake Mayberry, 3023 South Heartland, Joplin, appeared to request the review of site plans for a duplex to be constructed at 515 & 517 Luke Street. He currently owns a duplex to the southwest of this property.

Mr. Eastman asked for questions from the commissioners.

Mr. Brown asked Mr. Mayberry asked if the proposed duplex will be different than the one across the street. He replied that it will be similar with brick on the front, with nothing compromising any of the integrity of the neighborhood.

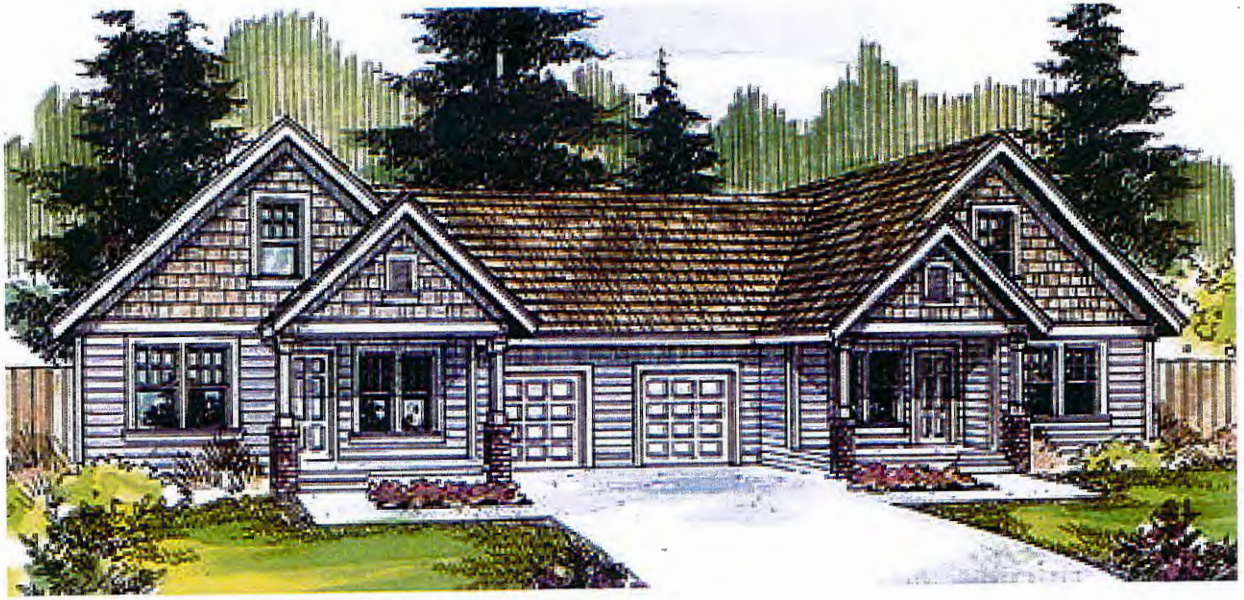
Mr. Brown asked how many square feet each side will contain, and Mr. Mayberry replied they will be three bedroom, two bath units. Each unit will contain about 1,200 square feet.

Mr. Eastman asked if the proposed duplex meets the set-back requirements, and Mr. Wright replied that it does.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 027-14.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT THE SITE PLANS AS PRESENTED IN CASE 027-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

515-517 Luke Street



1.5 Story Duplex

3 Bedrooms, 2 Baths

1 Car Garage

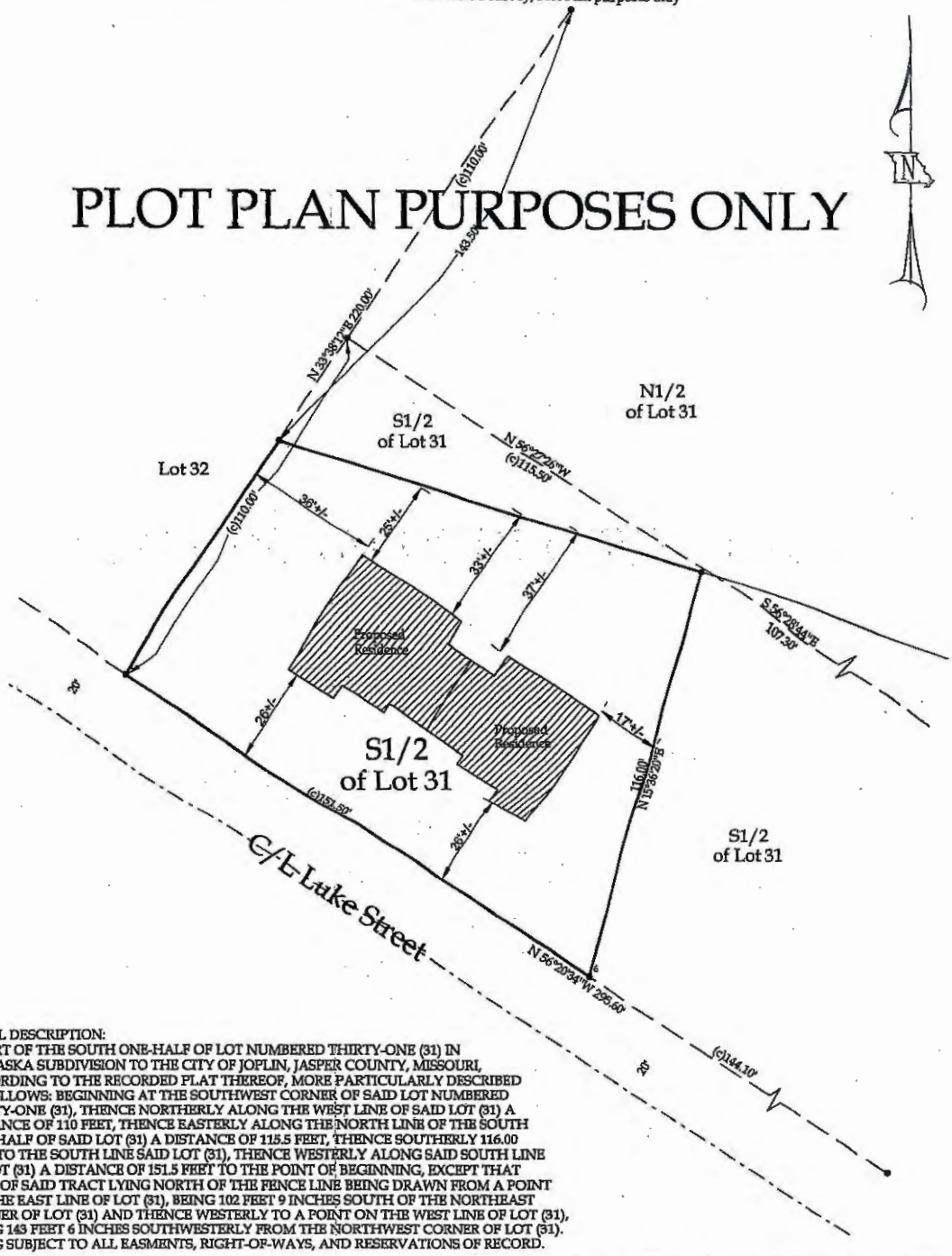
Moritz

SCALE: One inch equals 30 feet

0 15 30 45 60

BASIS OF BEARINGS: The S/L of Lot 31 assumed bearing N 56°20'34"W.
CLASS OF PROPERTY:(c)Urban
SOURCE DEED: Mayberry Rentals, LLC; Book 2259/Page 1172
*Note: Not a survey; Plot Plan purposes only

PLOT PLAN PURPOSES ONLY



LEGAL DESCRIPTION:
A PART OF THE SOUTH ONE-HALF OF LOT NUMBERED THIRTY-ONE (31) IN MOHASKA SUBDIVISION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT NUMBERED THIRTY-ONE (31), THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT (31) A DISTANCE OF 110 FEET, THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID LOT (31) A DISTANCE OF 115.5 FEET, THENCE SOUTHERLY 116.00 FEET TO THE SOUTH LINE SAID LOT (31), THENCE WESTERLY ALONG SAID SOUTH LINE OF LOT (31) A DISTANCE OF 151.5 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART OF SAID TRACT LYING NORTH OF THE FENCE LINE BEING DRAWN FROM A POINT ON THE EAST LINE OF LOT (31), BEING 102 FEET 9 INCHES SOUTH OF THE NORTHEAST CORNER OF LOT (31) AND THENCE WESTERLY TO A POINT ON THE WEST LINE OF LOT (31), BEING 143 FEET 6 INCHES SOUTHWESTERLY FROM THE NORTHWEST CORNER OF LOT (31). BEING SUBJECT TO ALL EASMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD.

SURVEYOR'S CERTIFICATE

I, Robbie W. Neece, a Registered Land Surveyor of Joplin, Jasper County, Missouri, do hereby certify that the attached plat was prepared under my direct supervision and is a true and accurate description of the work performed and measurements taken. This is not a land survey; it is a preleminary plot plan showing the proposed location of improvements in relation to property boundary lines.

Robbie W. Neece 7/11/14

Robbie W. Neece, Mo.L.S. #396

Plot Plan For:
Mayberry Construction

Property Address:
Joplin, Missouri

Section - 15	Township - 27	Range - 33
Scale: 1 = 30'.00"		Date: 4/11/2014
Field Book #D.C.		File Name:LT31PLOT

STEWART & NEECE LAND SURVEYING COMPANY INC.
1201 East 15th Street, Joplin, Missouri 64801
Phone: 417-624-0311 Fax: 417-624-0365

Serving Southwest Missouri since the year 1922.

Land Surveys, Lot Surveys, Subdivisions, Mine Data, Blueprints

Case 027-14