JOPLIN CITY COUNCIL

SPECIAL MEETING

JOPLIN CITY HALL
602 S. Main
JOPLIN MISSOURI
May 13, 2013, 6:00 P.M.

General Council Members
Mike Woolston
Morris Glaze
Bill Scearce (Mayor ProTem)
Jack Golden
Trisha Raney

MAYOR
Melodee Colbert-Kean

Zone Council Members
Gary Shaw
Melodee Colbert-Kean
Dr. Benjamin D. Rosenberg
Michael Seibert

Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a special meeting beginning at 6:00 pm on Monday, May 13, 2013, in the Council Chambers, 602 S. Main for the purpose to award 26th & Schifferdecker Projects and receive an update of the activities of the Master Developer.

AGENDA

1. Call to order

2. Reading of the Special Call

3. Roll Call

4. Emergencies

   1. COUNCIL BILL NO. 2013-187 - AN ORDINANCE approving a contract with Snyder Construction Inc. in the amount of One Million Nine Hundred Fifty Thousand Sixty Five and 31/100 Dollars ($1,950,065.31) for the 26th Street Widening from Schifferdecker to Maiden Lane project in the City of Joplin, Missouri, pending approval by MoDOT; providing how the cost shall be made and levied, and containing an emergency clause.

   2. COUNCIL BILL NO. 2013- 188 - AN ORDINANCE approving a contract with APAC of MO. in the amount of One Million Nine Hundred Thirty Six Thousand Nine Hundred Five and 79/100 Dollars ($1,936,905.79) for the Schifferdecker Widening from 7th to 32nd Street project in the City of Joplin, Missouri, pending approval by MoDOT; providing how the cost shall be made and levied, and containing an emergency clause.

3. COUNCIL BILL NO. 2013- 190 - AN ORDINANCE approving the City of Joplin to enter into an Agreement with Tri-State Engineering to provide negotiation and appraisal services for the 20th Street Grade Separation project, not to exceed Sixty Nine Thousand Three Hundred and No/100 Dollars ($69,300.00) and authorizing the Public Works to execute said Agreement; and containing an emergency clause.

5. Update of the activities of the Master Developer

6. Any other business

7. Adjournment

Notice posted at 4:00 P. M. on this the 9th day of May, 2013. (RSMo 610.020)

Barbara Hogelin

City Clerk, Barbara Hogelin for Mayor Melodee Colbert-Kean

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: May 13, 2013
ITEM: 26th Street Widening Project Schifferdecker to Maiden Lane
ORIGINATING DEPARTMENT: PUBLIC WORKS – ENGINEERING

ATTACHMENTS:
1) Location Map
2) Bid Tabulation
3) Council Bill 2013 - 187

ENGINEERING DEPARTMENT:	Jack Schaller JS	**DATE:** 5/7/13
DEPARTMENT HEAD:	David Hertzberg DXH	**DATE:** 5/7/13
CITY MANAGER:	R. Mark Rohr RMR	**DATE:** 5-7-13
FINANCE:	Leslie Haase LH	**DATE:** 5-7-13
LEGAL:	Brian W. Head ~~BWH~~	**DATE:** 5-7-13

INTRODUCTION:

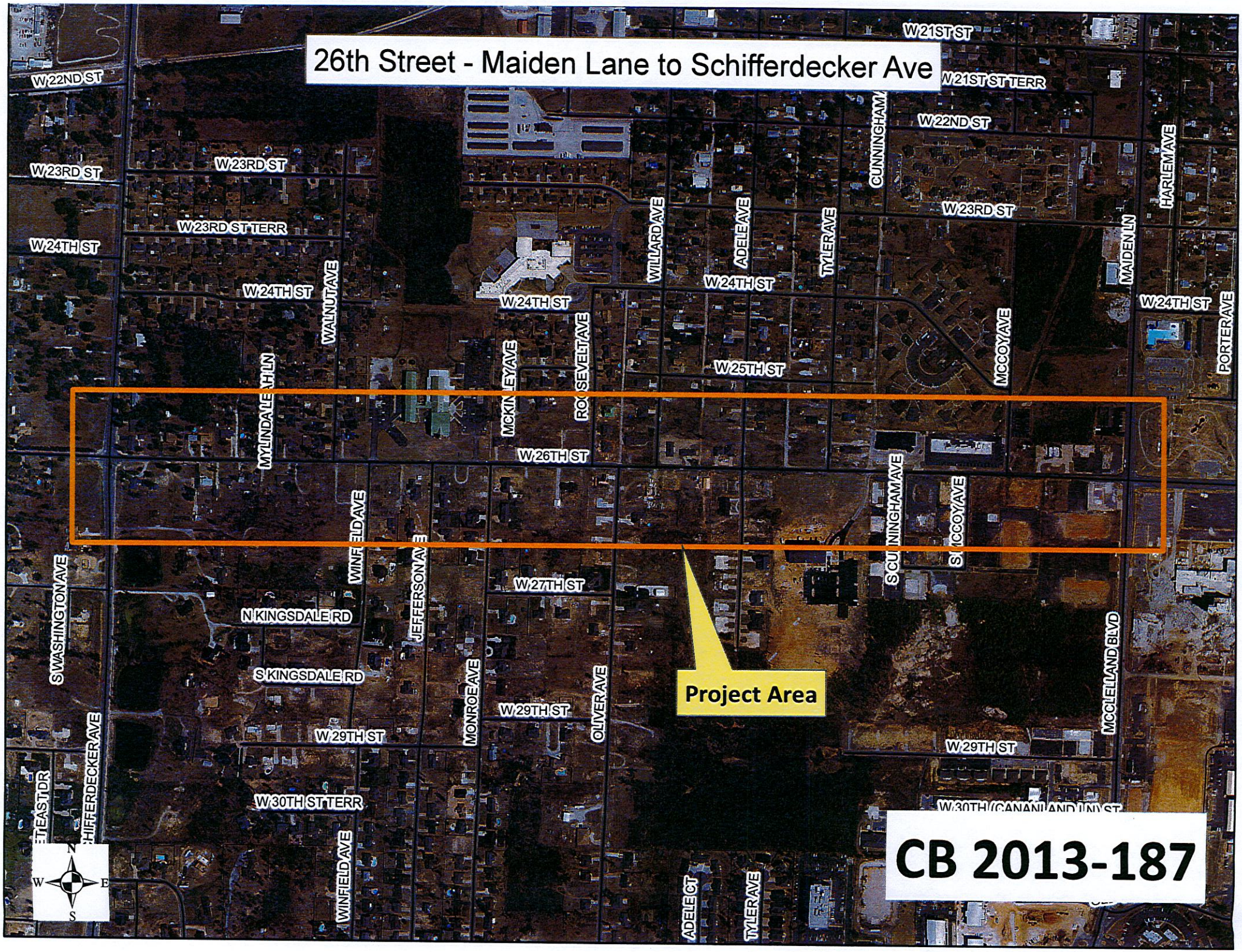
26th Street from Maiden Lane to Schifferdecker Avenue is in need of widening from a two-lane road to a three-lane road due to the increased traffic volume over the last several years. This project was listed as priority number 12 among projects included in the 3/8-cent Transportation Sales Tax issue approved by voters in November of 2004.

DISCUSSION:

City Staff prepared the design plans and specifications for the project. A Notice to Contractors that solicited bids for the project was published in the Joplin Globe for a period of 1 days. Sixteen firms picked up plans and five firms submitted bids (see attached bid tabulations) opened on May 6, 2013. The low bid for the project of $1,950,065.31 submitted by Snyder Construction Inc., which is below the engineers estimate of $2,007,188.00.

RECOMMENDATION:

Award of contract with Snyder Construction in the amount of $1,950,065.31 for the 26th Street Widening from Schifferdecker to Maiden Lane Project pending approval by MoDOT.


26th Street - Maiden Lane to Schifferdecker Ave
W 21ST ST
W 21ST ST TERR
W 22ND ST
W 23RD ST
W 23RD ST TERR
W 24TH ST
W 25TH ST
W 26TH ST
W 27TH ST
W 29TH ST
W 30TH ST TERR
CUNNINGHAM AVE
HARLEM AVE
MAIDEN LN
PORTER AVE
MCCOY AVE
WILLARD AVE
ADELE AVE
TYLER AVE
WALNUT AVE
MYLINDA LN
MCKINLEY AVE
ROOSEVELT AVE
WINFIELD AVE
JEFFERSON AVE
MONROE AVE
OLIVER AVE
ADELE CT
S WASHINGTON AVE
N KINGSDALE RD
S KINGSDALE RD
SCHIFFERDECKER AVE
MCCLELLAND BLVD
Project Area
CB 2013-187
N
W
E
S

BID TABULATION

PROJECT: 26th Street Widening Schifferdecker to Maiden Lane
DATE OF BID OPENING: May 6, 2013 10:00 a.m.

CONTRACTOR	BID
Snyder Construction	1,950,065.31
Lehman Construction	1,966,425.51
Emery Sapp & Sons	2,052,493.51
D & E Plumbing	2,101,166.50
Branco Enterprise	2,224,485.70

COUNCIL BILL NO. 2013- 187 **ORDINANCE NO.**

AN ORDINANCE approving a contract with Snyder Construction Inc. in the amount of One Million Nine Hundred Fifty Thousand Sixty Five and 31/100 Dollars ($1,950,065.31) for the 26th Street Widening from Schifferdecker to Maiden Lane project in the City of Joplin, Missouri, pending approval by MoDOT; providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract be awarded to Snyder Construction Inc. in the amount of One Million Nine Hundred Fifty Thousand Sixty Five and 31/100 Dollars ($1,950,065.31) for the 26th Street Widening from Schifferdecker to Maiden Lane project in the City of Joplin, Missouri, pending approval by MoDOT.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Capital Improvement Sales Tax Fund, Account Number 145-4565-520-8650 Project number TG521.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. 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.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2013, by a _____ vote.

ATTEST: _____
Melodee Colbert Keen, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

Council Bill

I hereby certify that a sufficient amount is available in the said Capital Improvement Sales Tax Fund, Account Number 145-4565-520-8650 Project TG0521 to pay the amount called for in said contract on the basis of estimates made by the City Engineer.

_____

Leslie Haase, Finance Department

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: May 13, 2013
ITEM: Schifferdecker Widening Project 7th Street to 32nd Street
ORIGINATING DEPARTMENT: PUBLIC WORKS – ENGINEERING

ATTACHMENTS:
1) Location Map
2) Bid Tabulation
3) Council Bill 2013 - 188

ENGINEERING DEPARTMENT:	Jack Schaller JS	**DATE:** 5/7/13
DEPARTMENT HEAD:	David Hertzberg DH	**DATE:** 5/7/13
CITY MANAGER:	R. Mark Rohr RMR	**DATE:** 5-7-13
FINANCE:	Leslie Haase LH	**DATE:** 5-7-13
LEGAL:	Brian W. Head BWH	**DATE:** 5-7-13

INTRODUCTION:

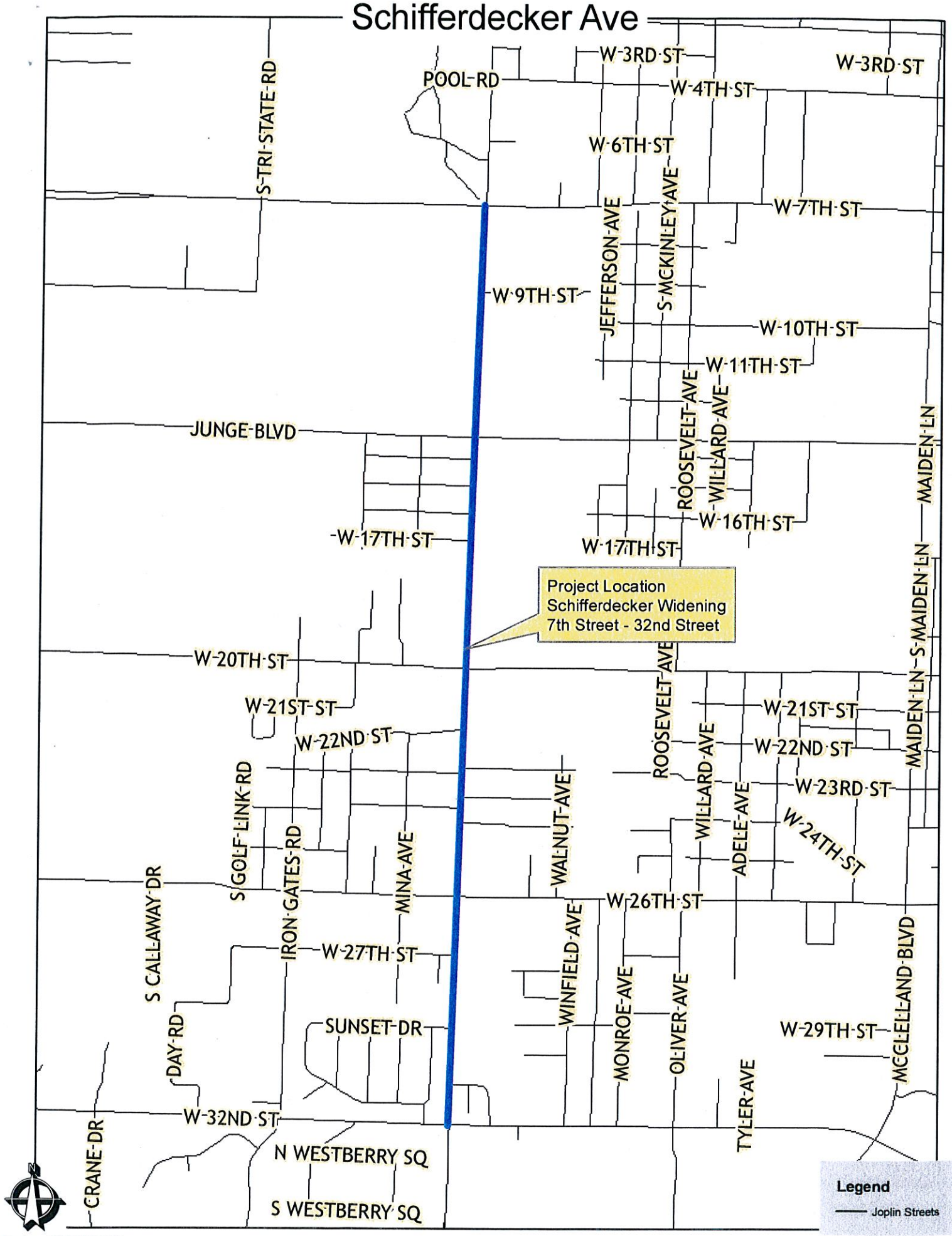
The final widening of Schifferdecker Avenue to five lanes between 7th and 32nd streets will complete the scheduled improvements to this major arterial corridor. The Schifferdecker Avenue capacity improvements project consists of construction and construction engineering of necessary in resurfacing and widening a two-mile stretch from a three-lane to a five lane facility between 7th and 32nd Street.

DISCUSSION:

City Staff prepared the design plans and specifications for the project. A Notice to Contractors that solicited bids for the project was published in the Joplin Globe for a period of 1 days. Sixteen firms picked up plans and five firms submitted bids (see attached bid tabulations) opened on May 6, 2013. The low bid for the project of $1,936,905.79 submitted by APAC of MO., which is below the engineers estimate of $2,360,846.00.

RECOMMENDATION:

Award of contract with APAC of MO in the amount of $1,936,905.79 for the Schifferdecker Widening 7th Street to 32nd Street Project pending approval by MoDOT.


Schifferdecker Ave
W-3RD-ST
W-3RD-ST
POOL-RD
W-4TH-ST
S-TRI-STATE-RD
W-6TH-ST
JEFFERSON-AVE
S-MCKINLEY-AVE
W-7TH-ST
W-9TH-ST
W-10TH-ST
W-11TH-ST
ROOSEVELT-AVE
WILLARD-AVE
JUNGE-BLVD
MAIDEN-LN
W-16TH-ST
W-17TH-ST
W-17TH-ST
Project Location
Schifferdecker Widening
7th Street - 32nd Street
W-20TH-ST
S-MAIDEN-LN
W-21ST-ST
W-21ST-ST
W-22ND-ST
W-22ND-ST
W-23RD-ST
W-24TH-ST
ADELE-AVE
WILLARD-AVE
ROOSEVELT-AVE
S-GOLF-LINK-RD
IRON-GATES-RD
MINA-AVE
WALNUT-AVE
S-CALLAWAY-DR
W-26TH-ST
W-27TH-ST
WINFIELD-AVE
MONROE-AVE
OLIVER-AVE
MCCLELLAND-BLVD
DAY-RD
SUNSET-DR
W-29TH-ST
TYLER-AVE
W-32ND-ST
CRANE-DR
N WESTBERRY SQ
S WESTBERRY SQ
Legend
Joplin Streets
Date: 2/22/2013
1 inch = 1,400 feet

BID TABULATION

PROJECT: Schifferdecker Widening 7th to 32nd Street
DATE OF BID OPENING: May 6, 2013 1:30 p.m.

CONTRACTOR	BID
APAC of MO	1,936,905.79
Snyder Construction	1,964,226.14
Emery Sapp & Son	2,165,647.19
Lehman Construction	2,208,853.69
Branco Enterprise	2,349,389.70

COUNCIL BILL NO. 2013- 188 **ORDINANCE NO.**

AN ORDINANCE approving a contract with APAC of MO. in the amount of One Million Nine Hundred Thirty Six Thousand Nine Hundred Five and 79/100 Dollars ($1,936,905.79) for the Schifferdecker Widening from 7th to 32nd Street project in the City of Joplin, Missouri, pending approval by MoDOT; providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract be awarded to APAC of MO. in the amount of One Million Nine Hundred Thirty Six Thousand Nine Hundred Five and 79/100 Dollars ($1,936,905.79) for the Schifferdecker Widening from 7th to 32nd project in the City of Joplin, Missouri pending approval by MoDOT.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Capital Improvement Sales Tax Fund, Account Number 145-4565-520-8650 Project number TG519.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. 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.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2013, by a _____ vote.

ATTEST: _____
Melodee Colbert Keen, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

Council Bill

I hereby certify that a sufficient amount is available in the said Capital Improvement Sales Tax Fund, Account Number 145-4565-520-8650 Project TG0519 to pay the amount called for in said contract on the basis of estimates made by the City Engineer.

_____

Leslie Haase, Finance Department

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: May 13, 2013
ITEM: Negotiation and Appraisal Service for 20th Street Grade Separation
ORIGINATING DEPARTMENT: PUBLIC WORKS – ENGINEERING

ATTACHMENTS:
1) Agreement
2) Council Bill 2013 - 190

ENGINEERING DEPARTMENT:	Jack Schaller JS	**DATE:** 5-7-13
DEPARTMENT HEAD:	David Hertzberg DWH	**DATE:** 5/7/13
CITY MANAGER:	R. Mark Rohr	**DATE:** 5-7-13
FINANCE:	Leslie Haase	**DATE:** 5-7-13
LEGAL:	Brian W. Head	**DATE:** 5-7-13

INTRODUCTION:

The 20th Street Grade Separation projects consists of final design and construction Of a railroad grade separation structure and connecting roadway at the Kansas City Southern Railway.

DISCUSSION:

City staff requested and received qualifications from local engineering firms for negotiation and appraisal services for 16 parcels of the 20th Street Grade Separation project. The staff recommends Tri-State Engineering to provide the service. Attached is the consultant agreement with the schedule and scope of work. This includes a not to exceed amount of $69,300.00 which falls within industry standards for consulting costs.

RECOMMENDATION:

Award of contract with Tri-State Engineering in the amount of $69,300.00 for the 20th Street Grade Separation.

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of May 1, 2013 ("Effective Date") between

CITY OF JOPLIN, MISSOURI ("Owner") and TRI-STATE ENGINEERING, INC. (Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Engineer agrees to provide the services described below to Owner for Negotiation and Appraisal Services for Job # TDG-3200(718) 20th Street Grade Separation ("Project").

Engineer's Services under this Agreement are generally identified as follows:

Negotiation and Appraisal services in the acquisition of new right of way for sixteen (16) parcels on Job #TDG-3200(718) 20th Street Grade Separation project. All negotiation and appraisal services will be performed under the requirements set forth in MoDOT's LPA Manual. Additional services include the review of the sixteen (16) appraisals for this project.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.

B. Engineer shall complete its services within a reasonable time, or within the following specific time period: five months (5) from the effective date.

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2.01 *Payment Procedures*

A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. This Agreement is to be governed by the law of the state of Missouri.

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C. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.

E. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

F. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties agree to submit the dispute to arbitration. Both mediation and arbitration shall be in accordance with the American Arbitration Association rules effective at the Effective Date of this agreement.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. Engineer's Standard Hourly Rates are attached as Appendix 1.

2. The total compensation for services and reimbursable expenses is estimated to be $69,300.00*

16 parcels negotiated @ $1,562.50 per parcel	=		$25,000.00*
16 parcels appraised (Southwest Valuation)	=		34,700.00**
16 review appraisals (LSA Appraisals)	=		9,600.00**
		Total	$69,300.00

*[Note: A fee amount of $1,562.50 per parcel for negotiation activity will include preparation of documents and at least three contacts with the owners to insure that the owner has the opportunity to consider offer, free of coercion, and securing a conveyance. If negotiations are not successful after three attempts the City will be notified that the negotiating activity has failed and Tri-State Engineering will request direction on how to proceed from the City of Joplin.]

For Condemnation purposes the per diem rate of $105.00 per hour for court appearances, attorney conferences, and preparation of court exhibits.

The above negotiation fee is based upon the following: City will provide Engineer with a notice to proceed and the following: [1] all applicable title commitments; [2] approved right of way plans and individual tract plats if available; [3] legal descriptions of right of way acquisition; [4] City right of way brochure [5] All conveyances and documents to secure all rights, title, and interests for each parcel will be turned over to City personnel for closing each transaction. [6] The City will provide vacancy notices to each owner when applicable.

**Sub-consultant fees

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

_____

_____

_____

_____

ENGINEER: TRI-STATE ENGINEERING, INC.

By: _____

Title: PRESIDENT

Date Signed: MAY 2, 2013

Engineer License or Firm's Certificate Number: 000530

State of: Missouri

Address for giving notices:

702 S. MAIN STREET

P.O. BOX 1867

JOPLIN, MO 64802

Appendix 1 Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

Engineer Principal	$ 210.00
Expert Witness	$ 210.00
Arbitrator/Mediator	$ 210.00
Managing Engineer	$ 145.00
Prof. Engineer I	$ 130.00
Prof. Engineer II	$ 110.00
Engineer Intern	$ 80.00
Prof. Surveyor I	$ 135.00
Prof. Surveyor II	$ 90.00
Survey Manager	$ 75.00
Survey Party Chief	$ 75.00
Surveyor's Aide I	$ 55.00
Surveyor's Aide II	$ 40.00
GPS Equipment or Robotic Equipment	$ 35.00
Traffic Technician I	$ 75.00
Chief Designer	$ 90.00
Designer I	$ 82.00
Designer II	$ 71.00
Engineering Tech I	$ 60.00
Engineering Tech II	$ 50.00
Secretary	$ 40.00
Resident Project Representative I	$ 77.00
Resident Project Representative II	$ 60.00
GIS Specialist	$ 70.00
GIS Technician I	$ 60.00
GIS Technician II	$ 50.00
Appraiser	$ 105.00
Right of Way Agent I	$ 92.50
Right of Way Agent II	$ 70.00
Field Service Tech I	$ 75.00
Field Service Tech II	$ 65.00
Public Relations Specialist	$ 85.00

COUNCIL BILL NO. 2013- 190 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Tri-State Engineering to provide negotiation and appraisal Services services for the 20th Street Grade Separation project, not to exceed Sixty Nine Thousand Three Hundred and No/100 Dollars ($69,300.00) and authorizing the Public Works to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement between the City of Joplin and Tri-State Engineering to provide negotiation and appraisal services for the 20th Street Grade Separation project, not to exceed Sixty Nine Thousand Three Hundred and No/100 Dollars ($69,300.00).

Section 2. That the Public Works Director of the City of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

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.

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

_____, 2013, by a _____ vote.

ATTEST: _____
Melodee Colbert Keen, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney