INFORMAL AGENDA

November 18, 2013

5:15 p.m.

1. Discussion of Audit bid responses.
2. Any other business

COUNCIL A G E N D A

November 18, 2013

6:00 P.M., Council Chambers

General Council Members	MAYOR	Zone Council Members
Mike Woolston	Melodee Colbert-Kean	Gary Shaw
Morris Glaze		Melodee Colbert-Kean
Bill Scearce (Mayor ProTem)		Dr. Benjamin D. Rosenberg
Jack Golden		Michael Seibert
Trisha A. Raney		

1. Call to Order
Invocation
Pledge of Allegiance

2. Roll Call

3. Presentations
1. Civilian Service Award

4. Finalization of Consent Agenda

5. Reports and Communications
1. Results of the November 5, 2013 Special Election

6. Citizen Requests and Petitions

7. Public Hearings

8. Consent Agenda
1. Minutes of the November 4, 2013 Council Meeting

2. Minutes of the November 11, 2013 Special Council Meeting

3. COUNCIL BILL NO. 2013- 017 AN ORDINANCE amending Subsections (c) and (d)(1) of Sec. 54-63 of Chapter 54, Environment, Article II., Removal of graffiti by property owner or city. Article VI., Graffiti Abatement, for the purpose of making certain changes.

9. Resolutions

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.

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2013-340-AN ORDINANCE approving by and between the City of Joplin and Olsson Associates an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Two Hundred Seven Thousand One Hundred Twelve and No/100 Dollars ($207,112.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

2. COUNCIL BILL NO. 2013-341-AN ORDINANCE approving by and between the City of Joplin and Allgeier, Martin and Associates an Agreement to provide professional services for the surveying and civil engineering services, not to exceed One Hundred Fifty Six Thousand Two Hundred Dollars and No/100 Dollars ($156,200.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

3. COUNCIL BILL NO. 2013-342-AN ORDINANCE approving by and between the City of Joplin and Alleger, Martin and Associates an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Ninety Nine Thousand Eight Hundred Sixty Six Dollars and No/100 Dollars ($99,866.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

4. COUNCIL BILL NO. 2013-343-AN ORDINANCE approving by and between the City of Joplin and Olsson Associates an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Fifty Nine Thousand One Hundred Sixty Six and No/100 Dollars ($59,166.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

5. COUNCIL BILL NO. 2013-344 - AN ORDINANCE approving by and between the City of Joplin and TranSystems Corporation an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Ninety Eight Thousand Five Hundred Ninety Dollars and No/100 Dollars ($98,590) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

6. COUNCIL BILL NO. 2013-345 - AN ORDINANCE approving by and between the City of Joplin and CJW Transportation Consultants LLC an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Fifty Thousand Four Hundred Dollars and No/100 Dollars ($50,400.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

7. COUNCIL BILL NO. 2013-346 - AN ORDINANCE approving by and between the City of Joplin and Anderson Engineering Inc. an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Fifty Seven Thousand Six Hundred Fifty Dollars and No/100 Dollars ($57,650.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

8. COUNCIL BILL NO. 2013-347 - AN ORDINANCE approving by and between the City of Joplin and Tri-State Engineering Inc. an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Forty Five Thousand Eight Hundred Dollars and No/100 Dollars ($45,800.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

9. COUNCIL BILL NO. 2013-348-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, and containing an emergency clause.

10. COUNCIL BILL NO. 2013-349 - AN ORDINANCE approving by and between the City of Joplin and Olsson Associates an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Forty Seven Thousand Two Hundred Twenty Six and No/100 Dollars ($47,226.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

11. COUNCIL BILL NO. 2013-517 - AN ORDINANCE adopting and establishing the pay rates for the 2013-2014 Fiscal Year for certain Unclassified Council Employees; and containing an emergency clause.

12. COUNCIL BILL NO. 2013-518 - AN ORDINANCE approving an agreement for professional auditing services for the City of Joplin; authorizing the City Manager to execute said agreements; and containing an emergency clause.

13. COUNCIL BILL NO. 2013- 631- AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing revised job classification titles and updating position descriptions; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013, and containing an emergency clause.

11. Ordinances – First Reading

1. COUNCIL BILL NO. 2013-516 - AN ORDINANCE adopting a change in the Benefit Program of the City of Joplin under the Missouri Local Government Employees Retirement System of covered employees from LT-14 (65) to L-6, in accordance with RSMo. Section 70.656, and setting a date when this ordinance shall become effective.

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

Notice posted at 4:30p.m. on this the 14th day of November, 2013. (RSMo 610.020)

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES November 4, 2013

CALL TO ORDER

The regular meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Melodee Colbert-Kean.

ROLL CALL – all were present

INVOCATION - read by City Attorney Brian Head

FLAG SALUTE – led by Mr. Glaze

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
Tim Parker 5733 W. Hwy 86 Joplin MO, request to address Council regarding abuse of a dangerous bldg ordinance. Did not appear.

Motion by Mr. Woolston, Second by Mr. Golden to allow Mr. Roark to address council. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

Mr. Steve Roark, 10970 Old Scenic Dr. Neosho Mo, addressed Council regarding an invitation to attend the public viewing of Ozark uplift at the Central Christian Church tomorrow evening at 7:00pm.

PUBLIC HEARINGS – Read by City Clerk Barbara Hogelin
The City Council of the City of Joplin through this introduction, accepts into evidence the 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

PUBLIC HEARING for RESOLUTION NO. 2013-030

Mayor Colbert-Kean opened the Public Hearing.

Billy Tilley, 2704 Minnesota, appeared on behalf of this item.
No one appeared in opposition of this item.

The Public Hearing was closed.

Mr. Glaze introduced Resolution No. 2013-030. Motion by Mr. Glaze, Second by Ms. Raney, to Approve Resolution No. 2013-030. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Resolution was approved as being RESOLUTION NO. 2013-030

A RESOLUTION granting a Special Use Permit (First Request) to Grundy Land Group for the installation and operation of a wireless internet communications tower located at 2340 South Range Line Road, in the City of Joplin, Jasper County, Missouri.

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

Minutes of the October 21, 2013 meeting

Minutes of the October 24, 2013 special council meeting

RESOLUTIONS

ORDINANCES-EMERGENCIES

Mr. Shaw introduced Council Bill No. 2013-014. Motion by Mr. Shaw, Second by Mr. Scearce to Adopt Council Bill No.2013-014. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-253

AN ORDINANCE approving and authorizing payment into the Circuit Court of Jasper County, Missouri, the amount of the Commissioners' Award and Commissioners' Fees in the case styled City of Joplin, Missouri v. Sooner One., Inc., et al, Case No. 13AO-CC00209, from the Capital Improvement Sales Tax Fund, Account No. 145-4565-520-8105, Project No. TC-0505, to complete the acquisition of right-of-way across property generally located at 20th & Maiden Lane, in Joplin, Jasper County, Missouri; and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2013-015 - Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No.2013-015. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-254

AN ORDINANCE approving a Purchase Order to be issued to SunGuard OSSI to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-223 - Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No.2013-223. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-255

AN ORDINANCE approving Award of Contract to Ace Pipe Cleaning Inc. for Six Hundred Thousand and No/100 Dollars Evaluation and Rehabilitation of Wastewater Collection system; and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2013-338 - Motion by Mr. Seibert, Second by Ms. Raney to Adopt Council Bill No.2013-338. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-256

AN ORDINANCE approving a contract with APAC of Missouri in the amount of One Hundred Fifty Nine Thousand Eight Hundred Seven and 55/100 Dollars ($159,807.55) for the Newman Road Sidewalk project in the City of Joplin, Missouri; and, amending the Annual Budget of the city of Joplin for the Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013; and containing an emergency clause pending MODOT approval.

Mr. Shaw introduced Council Bill No. 2013-339 - Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No.2013-339. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-257

AN ORDINANCE approving a contract with Snyder Construction Inc. in the amount of One Hundred Ninety Thousand Nine Hundred Fifty Two and 40/ 100 Dollars ($199,952.40) for the Kelsey Norman Sidewalk project in the City of Joplin, Missouri; and amending the Annual Budget of the City of Joplin for the Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013; and containing an emergency clause pending MODOT approval.

Mr. Shaw introduced Council Bill No. 2013-405 - Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No.2013-405. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-258

AN ORDINANCE authorizing the City of Joplin to enter into a Sub recipient Agreement with the Joplin School District in the amount of Three Hundred Thirty One Thousand Three Hundred Ninety Seven Dollars ($331,397.00) to provide funding for staff related expenses for providing Mental Health Services related to the Community Development Block Grant- Disaster Recovery fund, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

Dr. Rosenberg introduced Council Bill No. 2013-631 - Motion by Dr. Rosenberg, Second by Mr. Glaze to Table Council Bill No.2013-631. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, and Scearce, 6. Nays: 3, Seibert, Shaw, and Woolston.

Council Bill No. 2013-631 was TABLED to the November 18, 2013 Council Meeting.

COUNCIL BILL NO. 2013- 631- AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing revised job classification titles and updating position descriptions and containing an emergency clause.

ORDINANCES – FIRST READING

Mr. Woolston introduced Council Bill No. 2013-017- Motion by Mr. Woolston, Second by Mr. Seibert to Place Council Bill No. 2013-017 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0.

The Bill was read as being COUNCIL BILL NO. 2013-017

AN ORDINANCE amending Subsections (c) and (d)(1) of Sec. 54-63 of Chapter 54, Environment, Article II., Removal of graffiti by property owner or city. Article VI., Graffiti Abatement, for the purpose of making certain changes.

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Case 063-13: 302 East Seventh Street – A request for a Site Plan Review for The Salvation Army Thrift Store, a proposed commercial/retail development in a C-2 PD (Central Business District – Planned Development) zoning district – The Salvation Army. Motion by Mr. Glaze, Second by Mr. Golden to approve the Request for a site plan review. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, and Shaw 8. Nays: 0. Abstention: 1, Woolston

Case 064-13: 2921 East 22nd Street – A request for a Site Plan Review for Mossy Oak, a proposed commercial/office development in a C-1 PD (Neighborhood Commercial – Planned Development) zoning district– SMITCO Motion by Mr. Scearce, Second by Mr. Golden to approve the Request for a site plan review. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Appointment to the Personnel Board. Motion by Mr. Scearce, Second by Dr. Rosenberg to appoint Mrs. Sherry Surface to the Personnel Board. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Dr. Rosenberg read in the paper where the City Manager and others went to Tuscaloosa, AL. He asked City Manager Mark Rohr to give the Council a briefing of this recent trip.

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, 2012, 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.

Motion by Mr. Golden, Second by Ms. Raney to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, and Woolston 7. Nays: 2, Scearce, Shaw.

There being no further business the meeting adjourned at 7:15p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC

City Clerk

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

November 11, 2013

CALL TO ORDER
The Special Meeting for the Joplin City Council was called to order at 5:15 p.m. by Mayor Melodee Colbert-Kean.

INVOCATION – read by City Attorney Brian Head

PLEDGE – Led by Mr. Woolston

READING OF THE SPECIAL CALL
Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a Special Meeting followed by a Work Session beginning at 5:45 p.m. on Monday, November 11, 2013, in the 5th Floor Informal, 602 S. Main for considering an agreement with Mr. Tom Loraine, Special Investigator.

ROLL CALL: PRESENT: Melodee Colbert–Kean, Morris Glaze, Jack Golden, Trisha Raney, Benjamin Rosenberg, Bill Scearce, Michael Seibert Gary Shaw, and Mike Woolston. 9. Absent: 0

COUNCILL BILL NO- 2013-018 -AN ORDINANCE approving an Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Tom Loraine, for independent investigative services to be performed on behalf of the City; and authorizing the Mayor to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2013-018. Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2013-018. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Seibert and Shaw. 7. Nays: 0. Abstention: 2, Scearce, Woolston.

The Council Bill was declared Adopted and entitled Ordinance No. 2013- 259

AN ORDINANCE approving an Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Tom Loraine, for independent investigative services to be performed on behalf of the City; and authorizing the Mayor to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

ADJOURN TO WORKSESSION
Chris Cotten, Parks and Recreation Director for the City of Joplin presented the scope for the future use of Joe Becker Stadium.

Chris Cotten – read the following prepared remarks to the Council and had slides to follow his presentation:

It seems like baseball has always been played in Joplin… 1880's: The Joplin Blue Stockings, 1890's: The O'Hickeys, "By the turn of the century, baseball had an established presence in Joplin in the form of amateur teams…However, what Joplin did not have was a professional team and the Joplin Base Ball Association was created to change this fact and to "promote the great national game in this city." – www.historicjoplin.com , "The Colts, as they were initially named,

had their first home at Cox Park and were watched by cheering fans in a brand new grandstand that seated 1,500. The grandstand featured special boxes for the scorekeeper and the press, plus 12 private boxes for those willing to pay for the privilege of a good seat…Under the grandstand, locker rooms complete with showers awaited the teams before and after the games." – www.historicjoplin.com, By the end of the season, two notable events had happened. Joplin had failed to win the league pennant or even place in the upper half of the league and the Colts had changed their name to the Miners. From the end of 1902 and for many decades to come, the Miners provided Joplin with a team to cheer for and a pastime to enjoy." - www.historicjoplin.com, 1910 Joplin Miners: Western Association Champions, 1950's: Joplin Miners and Mickey Mantle, Bringing Professional Baseball Back to Joplin., 2013

Matt LaBranche, Executive VP for WLD Suarez Baseball, LLC and Michael Wray spoke on Suarez Baseball and what baseball could to for Joplin.

1. Management Team, 2. Past Experience, 3. Plan for Joplin, Community Involvement, Local Player Recruitment, Investment, &Employment.

1. Joe Becker Redevelopment Goals, 1. Return Joe Becker to a prominent community gathering place 2. Modernize & add plaza to become a mixed-use destination 3. Add meaningful public spaces - green space, parks & play areas. 4. Act as a neighborhood redevelopment catalyst. 5. Bring an affordable, quality family entertainment option to Joplin. 6. Joe Becker Redevelopment Plan, Façade renovation to classic brick ballpark style. 7. Increase fixed seating capacity to 4,240 with additional outfield berm capacity of approx. 2,000 .8. Concourse, restroom & concession Improvements.9. Upgraded baseball facilities. 10. Convenient offsite parking. 11. Neighborhood sidewalk, lighting and streetscape improvements

Plaza Development - Outdoor Plaza Event Venue 1. Public Park & Green Space 2. Retail & Restaurant Space 3. Residential loft apartments 4. Team offices 5. Stadium & Plaza Redevelopment

Site plan – Concept A

Rob O'Brian – Joplin Chamber President briefed Council on Economic Impact Highlights Up to 60 Games per Season (Exhibition, Regular & Post Season) 150,000-175,000 Estimated Annual Attendance

1.80+ Full/Part time Jobs, including retail, restaurant, team, staff & front office 2. $641,044 in new sales taxes* 3. $515,547 in new property taxes* 4.10-year output = $137.5 million 5.Joe Becker Stadium & Plaza Investment

WLD Suarez Baseball Investment

Team Relocation Commitment	$2,000,000
Team Facilities (Retail, Office, Res)	$1,200,000
Plaza Development	$3,900,000
TOTAL INVESTMENT ESTIMATE	$7,100,000

City of Joplin Investment

2013-2014 Additional Facility Acquisition	$ 225,000
2014-2015 Facilities & Parking	$ 4,995,000
2015-2016 Parking & Public Infrastructure	$ 750,000

TOTAL INVESTMENT ESTIMATE $ 5,970,000

Becker Stadium Improvements

$ 3,500,000	Modernize & Increase stadium capacity to 6,240
$ 325,000	new streetscape beautification & connectivity from 4th Street and surrounding areas to stadium
$ 725,000	2+ acres of new neighborhood open space, green space, plaza, parks & play areas
$ 800,000	Onsite & Offsite Parking facilities
$ 620,000	Field & Support Facilities Improvements
$ 5,970,000	Total

Motion by Mr. Woolston, Second by Mr. Seibert to continue further discussion with Parks and to get back to Council. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw and Woolston. 9. Nays: 0.

Mr. Woolston remembered that today was Veterans Day and wanted to thank the Veterans that protect our country. He further commented that if it weren't for the veterans we probably would not be here today.

Mr. Golden asked if the City Clerk would comment on her granddaughter's accomplishment from this past weekend. City Clerk Barbara Hogelin announced that her granddaughter, MacKenzie Irwin, a 6'1" junior from Carl Junction High School played in the Final Four this past weekend in Cape Girardeau, Missouri. The team finished second in the State. MacKenzie was named to the All State First Team. Ms. Hogelin thanked Mr. Golden. Everyone applauded.

There being no further business to come before the Council, the meeting was adjourned at 6:55 p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC

City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 4, 2013
Council Bill No. 2013-017

Item: Amendment to Sections 54-63 and 82-234 of the Joplin City Code
Originating Department: City Manager's Office

Attachments: 1) Council Bill No. 2013-017

City Manager: Mark Rohr RMR Date: 10-28-13
City Attorney: Brian Head Date: 10-27-13
Assistant City Manager: Sam Anselm Date: 10/22/13

Recommended Action: Approval of amendments to the Joplin City Code pertaining to abatements by the city.

Background: As a result of Council's authorization on October 21, 2013 to proceed with the reorganization of the public works department, certain sections of our municipal code need to be amended.

Discussion:
Sections 54-63 and 82-234 deal with the costs to abate certain nuisances and the process by which the city can recover its costs to remove the presence of vegetation and graffiti found in violation of our code. During the informal meeting on October 21st, Council approved the reorganization plan of the public works department to include a change in the reporting structure of the neighborhood improvement division from public works to the city manager's office. As a result, language in our code that specifically references the director of public works and his responsibility for ascertaining and assessing the charges for violation of our code needs to be updated. This bill removes references to the "director of public works" in these sections and replaces them with "the City". Per our city attorney, failure to make these amendments could lead to difficulty prosecuting the cases and to a claim of constitutional taking by a defendant.

Recommendation: City staff recommends the approval of Council Bill 2013-017.

COUNCIL BILL NO. 2013-017 ORDINANCE NO. __

AN ORDINANCE amending Subsections (c) and (d)(1) of Sec. 54-63 of Chapter 54, Environment, Article II., Nuisances, and Subsection (4)(e) of Sec. 82-234., Removal of graffiti by property owner or city. Article VI., Graffiti Abatement, for the purpose of making certain changes.

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

Section 1. That Subsection (c) of Section 54-63. Abatement by city., of the Joplin City Code, be amended to read as follows:

"Sec. 54-63. Abatement by city.

(c) *Determination of costs; payment to contractors.* Following the cutting and removal of vegetation referred to in this section, the City shall ascertain the cost against each lot or tract of ground, and if the services have been performed by an individual or independent contractor, payment shall be made to him from General Fund Account No. 32-317."

Section 2. That Subsection (d)(1) of section 54-63. Abatement by city., of the Joplin City Code, be amended to read as follows:

"(d)(1) *Payment of costs; costs declared lien; special tax bill.* The cost of cutting and removing weeds, brush and other rank vegetation, and the abatement of the nuisances caused thereby, may be assessed and collected as a lien on the property affected thereby. As soon as the costs of the cutting and removal of weeds and rank vegetation and the abatement of the nuisance caused thereby shall be determined, the City shall notify, by letter deposited in the United States mail, the owners, lessees or agents in control of the property of the cost. If after 30 days after the mailing of the notices the costs of cutting and removing the weeds, brush and rank vegetation and the abatement of the nuisance caused thereby is not paid, the City shall assess and charge against the tracts of land from which the weeds, brush and rank vegetation have been cut or removed the cost of the cutting or removal, which assessment shall be a lien on the property charged from the date of the issuance of a special tax bill, which shall bear interest at the rate of seven percent per annum until paid. Within 30 days after the issuance of the tax bill, the director of finance shall record the tax bill in the special tax record, showing the property assessed, the date of issuance and the rate of interest thereon."

Section 3. That Subsection (4)(e) of Section 82-234. Prohibited Acts. Article VI., Graffiti Abatement, to read as follows:

"Sec. 82-234. Removal of graffiti by property owner or city.

(4)(e). *Lien.* As to such property where the responsible party is the property owner, if all or any portion of the assessed eradication charges remain unpaid after 30 days, the portion thereof that remains unpaid shall constitute a lien on the property that was the subject of the eradication effort. The City shall certify the cost of same and the director of finance shall issue a special tax bill against the property in question."

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

EMERGENCY ORDINANCES

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 18, 2013
Council Bill No. 2013-340

Item: Regional Detention Basin – 32nd St. to 28th St. between Mississippi Ave. and Arizona Ave., Consultant Agreement

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Agreement with Estimate of Engineering Costs
3) Council Bill No. 2013-340

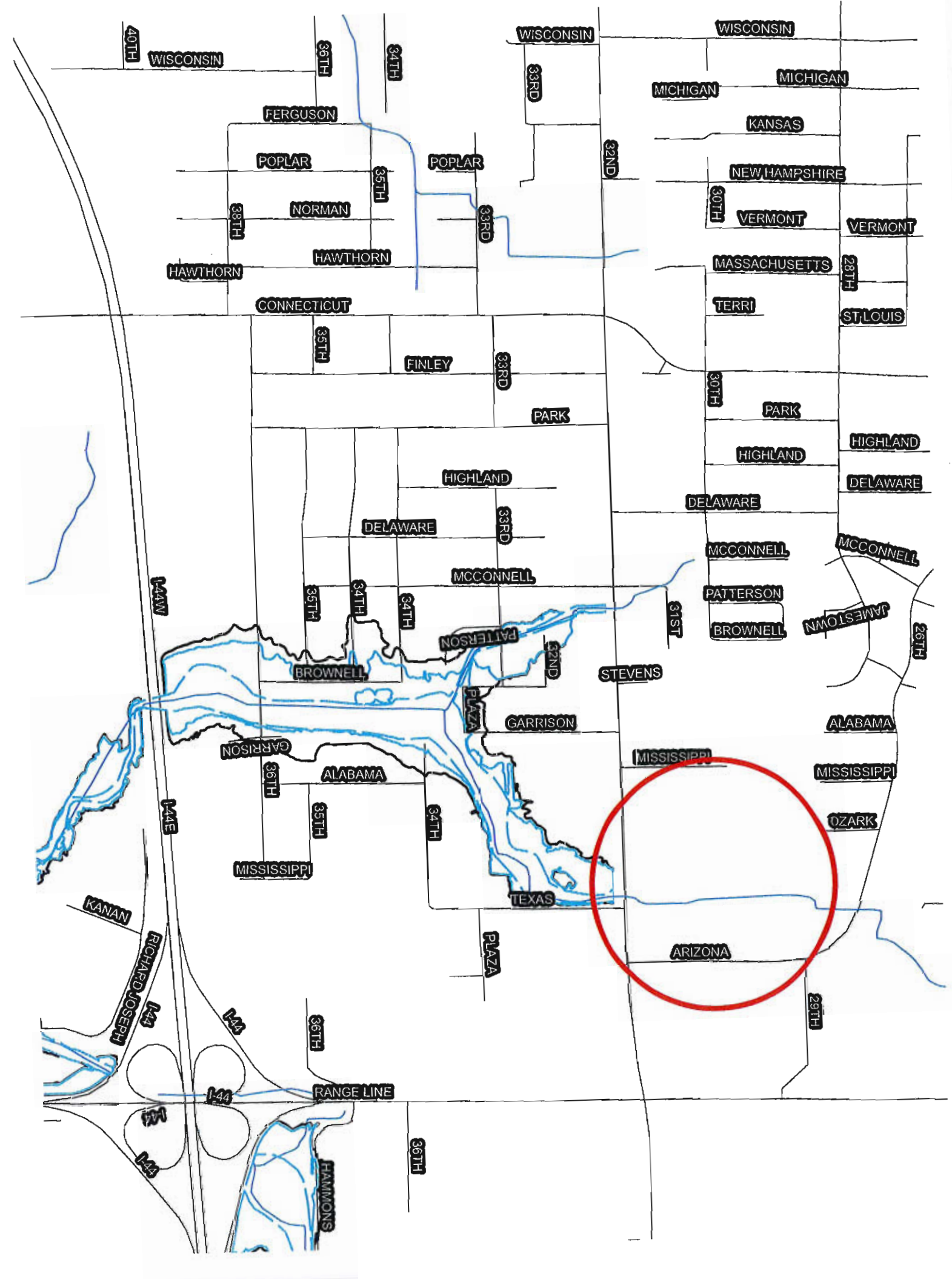
Engineering: Dan Johnson DJ Date 11-11-13
Department Head: Nicholas A. Heatherly NAH Date: 11/11/13
Finance Department: Leslie Haase LH Date: 11-13-13
City Attorney: Brian Head BH Date: 11-13-13
Interim City Manager: Mark Rohr MR Date: 11-13-13

Recommended Action: Approval of Consultant Agreement with Olsson Associates not to exceed the amount of $207,112. 00 for surveying and civil engineering consultation and advice for the Regional Detention Basin-32nd St to 28th St. between Mississippi Ave. and Arizona Ave.

Background: The Parks and Storm Water Sales Tax was approved by voters in 2011. The existing open channel that crosses under 32nd Street at Texas Avenue is a mapped stream called Silver Creek Tributary 2. There are several structures in the floodplain from 32nd Street south to I-44. The regional detention pond north of 32nd Street will reduce the base flood elevation downstream which will reduce the frequency of flooding.

Discussion: A request for qualifications was sent to consultants for nine possible drainage improvement projects. Staff reviewed qualifications from eighteen consultants. Olsson Associates was chosen for this particular project. The fee for design services is within industry standards.

Recommendation: It is recommended that an award of the Consultant Agreement with Olsson Associates not to exceed the amount of $207,112.00 for surveying and civil engineering consultation and advice for the Regional Detention Basin-32nd St to 28th St. between Mississippi Ave. and Arizona Ave.


40TH
WISCONSIN
36TH
34TH
WISCONSIN
WISCONSIN
33RD
MICHIGAN
MICHIGAN
FERGUSON
KANSAS
POPLAR
POPLAR
35TH
32ND
NEW HAMPSHIRE
38TH
NORMAN
33RD
30TH
VERMONT
VERMONT
HAWTHORN
HAWTHORN
MASSACHUSETTS
28TH
CONNECTICUT
TERRI
ST LOUIS
35TH
FINLEY
33RD
30TH
PARK
PARK
HIGHLAND
HIGHLAND
HIGHLAND
DELAWARE
DELAWARE
DELAWARE
33RD
MCCONNELL
MCCONNELL
MCCONNELL
I-44W
35TH
34TH
34TH
PATTERSON
PATTERSON
31ST
JAMESTOWN
BROWNELL
BROWNELL
26TH
32ND
STEVENS
PLAZA
GARRISON
ALABAMA
GARRISON
MISSISSIPPI
MISSISSIPPI
ALABAMA
36TH
I-44E
35TH
34TH
OZARK
MISSISSIPPI
TEXAS
KANAN
PLAZA
ARIZONA
RICHARD JOSEPH
I-44
I-44
29TH
36TH
I-44
RANGE LINE
I-44
I-44
36TH
HAMMONS

OLSSON ASSOCIATES

LETTER AGREEMENT FOR
PROFESSIONAL SERVICES

November 12, 2013

City of Joplin
Attn: Dan Johnson
602 S Main Street
Joplin, MO 64801

Re: **AGREEMENT FOR PROFESSIONAL SERVICES**
Regional Detention Basin – 32nd St. to 28th St. between Mississippi Ave and Arizona Ave (TSO-605) – "Project"

Dear Mr. Johnson

It is our understanding that the City of Joplin ("Client") requests Olsson Associates ("Olsson") to perform the following services pursuant to the terms of this Letter Agreement for Professional Services, any signed Master Agreement, Olsson's General Provisions and any exhibits attached thereto (hereinafter "the Agreement") for the Project.

1. Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached thereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, any Master Agreement and/or the General Provisions regarding the services to be performed by Olsson, the requirements of this Letter Agreement shall take precedence.

2. Olsson shall provide Client all Basic Services for the Project as more specifically described in Attachment A and B hereto. Should Client request work not described and included in the above Description of Basic Services, such as Additional Services, Olsson shall invoice Client for such services on the basis of Salary Costs times a factor of 2.5 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. Olsson shall not commence work on Additional Services without Client's prior approval in writing.

   Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

3. Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing.

   Anticipated Start Date: Nov, 2013 Anticipated Completion Date: Nov, 2014

   Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date and any milestone dates are approximate only, and Olsson reserves the right to readjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to delays caused by Client or delays caused by third parties.

COMPENSATION

4. Client shall pay to Olsson for the performance of the Basic Services the actual time of personnel performing such Services on the basis of the rates as defined in the attached Fee Schedule, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in the General Provisions attached to this Letter Agreement. Olsson's Basic Services will be provided on a time and expense basis not to exceed Two Hundred Seven Thousand, One Hundred and Twelve Dollars ($207,112.00). Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

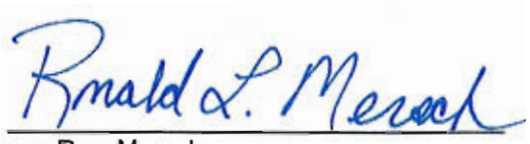
TERMS AND CONDITIONS OF SERVICE

5. We have discussed with you the risks, rewards and benefits of the Project and our fees for services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

6. If this proposal satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated Project representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of sixty (60) days from the date set forth above, unless changed by us in writing.

7. By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement.

OLSSON ASSOCIATES

By 

Ron Mersch
Office Leader

If you accept the preceding proposal and the Agreement,
please sign:

City of Joplin "Client"

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY OLSSON.

By _____

Title _____ Dated: _____

If different from above,

_____
Client's Designated Project Representative

SCOPE OF SERVICES

TSO-605 - Regional Detention Basin, 32nd St. to 28th St. between Mississippi Ave and Arizona Ave.

Joplin, MO
Final Design and Construction Services

This is an exhibit attached to and made a part of the Agreement between the City of Joplin, MO ("Client" or "City") and Olsson Associates (Olsson or "Engineer") providing for professional services. The following provides a description of tasks to be performed under the Project. A summary of fees by task can be found in Attachment B.

GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto for the Survey and Data Collection, Design, Permitting, and Bid phases for the proposed Regional Detention basin between Mississippi Avenue and Arizona Avenue from 28th street to 32nd street. This project was identified by Algeier Martin as TSO-605 in Joplin's 10-Year Stormwater Management Master Plan.

Furthermore, Olsson shall provide project management throughout the project to ensure proper assignment of resources, schedule adherence, and client communication.

Project TSO-605 - Regional Detention Basin

1. **Coordination, Meetings, and Public Involvement**
   - 1.1. Kickoff meeting with City staff to define project goals, criteria/standards, schedule
   - 1.2. Facilitate progress meetings with City staff (4 meetings budgeted in addition to kick-off meeting)
   - 1.3. Meet individually with adjacent landowners to present and receive feedback on concept design recommendations. Olsson will prepare and distribute invitations to residents, prepare graphics and exhibits, and coordinate with the City on selecting a location for the meetings. Up to five meetings are anticipated.

2. **Land Surveying Services**

   2.1. Initial Project Research

      - 2.1.1. Obtain Surveys, Plats, and Pertinent Land Corner Information
      - 2.1.2. Obtain aerial, contour, and as-built data from City of Joplin (if available)
      - 2.1.3. Order Utility Markings by Missouri One Call
      - 2.1.4. Obtain Utility Maps from City of Joplin (if available)

   2.2 Field Survey

      - 2.2.1. The field data shall be tied horizontally to the Missouri State Plane Coordinate System NAD 83-West Zone-US Survey foot, and shall be tied vertically to the NAVD 1988 Vertical Datum.

2.2.2. Olsson shall obtain necessary horizontal and vertical topography within the outlined area on attached Exhibit and will locate utilities within rights-of-way . Olsson will obtain the following information:

- Boundary and Easement locations
- Existing Topography
- Existing Overhead and Underground Utilities as located by Missouri One Call
- Storm Water Structures including culverts and pipe sizes and elevations
- Sanitary Sewer Manholes including pipe elevations and sizes

2.3. Stake bore holes on berm centerline, and borrow areas
2.4. Stake Preliminary Walking Trail Alignment and flag nearby trees to be preserved.
2.5. Prepare Project Base Map
2.6. Easement Document

2.6.1 Olsson will collect ownership & easement documents, guaranteed title reports, and legal parcel limits through an approved title company. The documents will be used to generate preliminary land rights maps. The parcel boundaries will be added to the topographic mapping.

2.6.2.Olsson will generate preliminary land rights maps showing the plan view of the proposed land and easement takings and the acres involved for each parcel. Preliminary property and easement maps along with legal descriptions will be prepared for the flood pool, maintenance ingress/egress route, and embankment structure.

2.6.3. After Client approval, Olsson will prepare legal descriptions and exhibits for the needed property and easements. The descriptions will be signed and sealed by a registered land surveyor.

3. Geotechnical Investigation and Analysis

3.1 Soil Sample Collections by Drill Rig

Olsson will conduct a subsurface investigation for the proposed embankment and detention area that will involve drilling 2 soil test borings along the proposed berm centerline, and 4 soil test borings in borrow areas identified upstream of the embankment to determine rock depth and suitability of soil for fill. Up to 75 linear feet of drilling will be completed with these borings. Upon completion, the borings will be backfilled with auger cuttings.

Soil sampling will be in accordance with standard procedures wherein Shelby tube samples are obtained at selected locations and depths in cohesive soils and split-barrel samples are obtained in miscellaneous fill, weathered bedrock or other hard material. Water levels will be recorded during and immediately following completion of drilling operations.

Clearing of large trees and brush on the property will be necessary to perform the soil borings. Olsson will subcontract with a local contractor to perform the site clearing. We estimate the clearing will take approximately one day and a budgetary estimate is provided in Appendix B. Should additional clearing above the provided estimate be required, Olsson will notify the client and obtain written approval prior to exceeding this estimated cost.

3.2 Laboratory Analysis

Olsson will perform appropriate laboratory testing and analyses on soil samples to determine engineering criteria necessary for the future embankment. We anticipate the laboratory testing scope will include visual soil classification, unconfined compression tests, dry density tests, Atterberg limit tests, standard Proctor tests and possibly consolidation tests.

3.3 Evaluation and Geotechnical Report

A geotechnical engineering report will be prepared under the direction of a registered professional engineer based on the findings of the field and laboratory programs. The report will include a boring location plan, computer-generated boring logs, results of the laboratory testing program and a description of the surface and subsurface conditions encountered at the site. In addition, the report will present our opinions and recommendations regarding the following items:

- Generalized geotechnical site preparation concerns addressing fill subgrade preparation, earthwork placement, fill compaction criteria, excavatability of any bedrock, and suitability of on-site materials for use as structural fill
- A summary of the groundwater conditions will be provided regarding the current static levels should they exist at the various boring locations.

4. Preliminary Design

4.1. Following completion of the topographic mapping and data collection/verification tasks: Perform watershed delineation and develop hydrologic models for 2, 5, 10, 50, and 100 year events

4.2. Develop preliminary berm layout to estimate the earthwork necessary and anticipated need for borrow areas. The preliminary design of the berm will be evaluated during the geotechnical analysis for stability. Olsson should evaluate using the berm as a potential roadway to provide access to future development. The vertical profile should be designed to tie-in to 26th street.

4.3. Develop walking trail layout and conceptual landscaping plan.

4.4. Develop up to two (2) alternative design solutions to discuss with City Council:

4.4.1. Model/compare downstream flood reduction benefits

4.4.2. Develop berm height, section, location, and flood pool options

4.4.3. Identify/evaluate potential environmental/infrastructure/utility impacts.

4.4.4. Conduct preliminary jurisdictional determination and regulatory impacts.

4.5. Analyze downstream floodplain to determine flood reduction levels for the proposed detention design.

4.5.1. Obtaining the effective hydrologic models, hydraulic models and DFIRM data from FEMA for the reach downstream of the project site.

4.5.2. Performing new hydrologic calculations for the watershed that account for the peak flow reduction due to the proposed detention.

4.5.3. Project flood elevations onto available topographic contours to define the limits of floodplain with reduced flowrates from detention basin.

4.6. Preliminary drawings will be prepared by the Engineer indicating the plan view foot print of the berm, emergency spillway, and ponding limits. The drawings will also include the parcel boundaries.

4.7. Prepare an updated Engineer's Opinion of Probable Construction Costs based on the Preliminary Design Plans.

4.8. Develop Preliminary Draft Technical Specifications necessary for bid.

4.9. Stake preliminary walking trail alignment and flag trees to be preserved.

4.10. Move forward with the selected alternative, address comments made by the Client, and submit 60% plans for review by City Staff.

5. Final Design and Bid Documents

After acceptance by Client of the Preliminary Engineering documents, Opinion of probable Construction Cost and any other deliverables subject to any Client-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from Client, Olsson shall:

5.1. Coordinate with the Client

Prepare final Drawings and Specifications for Client review at 90% completion indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, including:

- Project control data
- Clearing and demolition plan
- Easement plans
- Berm layout and centerline profile
- Borrow area grading plans
- Landscaping Plan
- Walking Trail Layout and Grading Plan
- Special construction details
- Summary of quantities
- Stormwater Pollution and Prevention Plan

5.2. Update the Engineer's Opinion of Probable Construction Cost based on the final design.

5.3. Prepare project manual including technical specifications, project special conditions, measurement and payment descriptions and bid form. Olsson will utilize City

standard front-end documents (i.e. general conditions, requirements of the contract, bond forms, etc.).

5.4. Prepare and furnish Final Plans and Bidding Documents for review by Client, its legal counsel, and other advisors, and assist Client in the preparation of other related documents.

5.5. Revise the Finals Plans and Bidding Documents in accordance with comments and instructions from the Client, as appropriate, and submit final copies of the Bidding Documents, a revised opinion of probable Construction Cost to Client after receipt of Client's comments and instructions.

5.6. All work submitted by OLSSON will be reviewed internally by senior staff engineers and scientists throughout the project and prior to Client submittals. Written certification of quality control reviews will be provided with OLSSON design document submittals.

6. Permitting

6.1. Prepare applications and supporting technical criteria, written descriptions, and design data for use in filing applications for permits from governmental authorities having jurisdiction to review or approve the final design of the Project; assist Client in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

6.2. Corps of Engineers Section 404 and MDNR Section 401 Permitting

In Missouri, jurisdictional resource impacts exceeding 0.50 acre of "Waters of the United States" or over 300 feet of tributary impacts require an Individual Section 404 Permit and the associated Section 401 Water Quality Certification. During design, Olsson will attempt to limit impacts to streams and wetlands such that the project will qualify for Nationwide 404 and 401 permits.

This base scope and fee assumes a Nationwide Permit only. In the case that the desired functionality is not possible within the constraints of the Nationwide 404/401 Permits, a description of scope and anticipated fee for individual permitting is included within the optional services section of the document.

6.3. Prepare and submit application to Missouri Department of Natural Resources for NPDES Land Disturbance Permit.

7. Bid Phase

After acceptance by Client of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Client to proceed, Engineer shall:

7.1. Provide and distribute project drawings and contract specifications to all interested parties. Maintain plan-holders list for tracking purposes.

7.2. Address inquiries prior to the bid opening from contractors, subcontractors, and suppliers. Draft and issue addenda to plan-holders as required.

7.3. Conduct a pre-bid conference.

7.4. Submit a sealed, detailed project cost estimate to the City Clerk prior to the bid opening and assist the City in reviewing the bids for completeness and accuracy. Prepare bid tabulation and submit to the City. Submit a written recommendation of contract award to the City.

7.5. Consult with, advise, and submit a written report to the City on the responsibility and responsiveness of contractors, the acceptability of subcontractors, substitute material and equipment proposed by the project bidders. The Consultant shall review the following criteria in determination of contractor and sub-contractor acceptability:

- Contractor's Certified Financial Statement
- The contractor's and sub-contractors' personnel and their relative experience, and the quality and availability of the equipment and machinery. The contractor and sub-contractor must also establish that the supervisor directly in charge of the work has been actively engaged in construction and coordination for the type of work required by the bid documents for a continuous period of at least two (2) years within the five (5) years preceding the bid opening.
- The contractor's and sub-contractors' performance record in performance of other similar contracts for public and private improvements.
- Obtain and contact a minimum of three of the Prime contractor's references and, if requested, a minimum of three of the sub-contractors' references.
- The nature and extent of other contract commitments involving the use of the contractor's and sub-contractors' personnel, machinery and equipment.
- Whether or not the contractor or sub-contractors have been denied contract award by other public entities, and if so, the reasons thereof, including entity name, type of work, and date of denial.
- Any other fact that, in the Consultant's opinion, would materially affect the ability of the contractor or sub-contractors to properly, adequately, expeditiously and satisfactorily prosecute the work.

7.6. Provide the successful bidder with up to eight (8) sets of the contract specifications ready for contract execution.

OPTIONAL SERVICES

At the City's option, Olsson can provide the following services:

A. Land and Easement Acquisition

a. The Client will hire an appraiser to establish land and easement values to be used in property and easement acquisitions. Olsson will meet with the appraiser one time on site to discuss project components and discuss the property and easement maps.

b. Olsson staff will assist the City in acquiring signed easement and property dedication instruments for those being donated to the City. Where the City must purchase land from the private property owners, negotiations and transactions shall be coordinated by the City.

B. Individual 404/401 Permit

In the case that the desired functionality is not possible within the constraints of the Nationwide Permit, Olsson Associates will prepare Section 404/Section 401 Individual Permit Application Reports for the proposed project. Preparation of the applications will include:

- Completed Department of the Army Section 404 Application form and list of adjacent landowners.
- Completed Department of the Missouri Department of Natural Resources 401 Water Quality Certification Application form.
- Appropriate maps and engineering drawings.
- A description of the purpose and need for the project.
- A discussion of project alternative sites and on-site alternatives.
- A discussion of avoidance and minimization of impacts to jurisdictional waters of the United States.
- A discussion of possible on-site and off-site mitigation measures.
- Prepare responses to public comments and to COE and other agencies comments as necessary.

Olsson Associates will prepare the draft report for the client to review. Following review and approval by the client, Olsson will provide the application report and appropriate support documentation to the Kansas City District Regulatory Branch, U.S. Army Corps of Engineers for processing.

C. FEMA CLOMR and LOMR

Significant reductions in stormwater discharging from the project site may result in lower Base Flood Elevations downstream of the project and upstream of Highway 44 and may potentially remove structures from the FEMA Zone AE Special Flood Hazard Area (SFHA). Remapping of the floodplains will include:

a. Utilize existing cross sections from FEMA model. It is not anticipated that additional surveyed cross sections will be necessary.

b. Prepare and submit Conditional Letter of Map Revision to FEMA for acceptance of new proposed base flood elevations prior to construction.

c. Complete and as-built survey for the improvements. Complete and submit LOMR application to FEMA in order to request an official revision to the floodplain map.

d. Survey Finished Floor Elevations of structures that appear to be outside of the SFHA. Complete letters of map amendment for structures that will be removed from the floodplain.

D. Construction Phase Services

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

a. Consult with Client and act as Client's representative. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Provisions shall not be modified, except as Engineer may otherwise agree in writing. All of Client's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the General Provisions except as otherwise provided in writing.

b. Provide the services of a Resident Project Representative (RPR) at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth herein.

c. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

d. Receive, review, and determine the acceptability of schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

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

f. In connection with observations of Contractor's Work while it is in progress:

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

ii. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

iii. Recommend to Client that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

iv. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

v. Recommend Change Orders and Work Change Directives to Client, as appropriate, and prepare Change Orders and Work Change Directives as required.

vi. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

vii. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

viii. Conduct compaction testing of the berm embankment at one-foot lifts. Tests will be taken at approximately 200 foot spacing along the berm centerline at each lift. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents.

ix. Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Client, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

x. Receive, review, and transmit to Client maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

xi. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site review to determine if the Work is substantially complete. If after considering any objections of Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client and Contractor.

xii. Conduct a final site review to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

g. Provide the City with one (1) set of Mylar prints, two (2) sets of black line prints, 1 electronic copy in .pdf format, and AutoCAD base files of as-constructed drawings. The Consultant will determine the as-constructed distances and elevations.

SCHEDULE FOR SERVICES

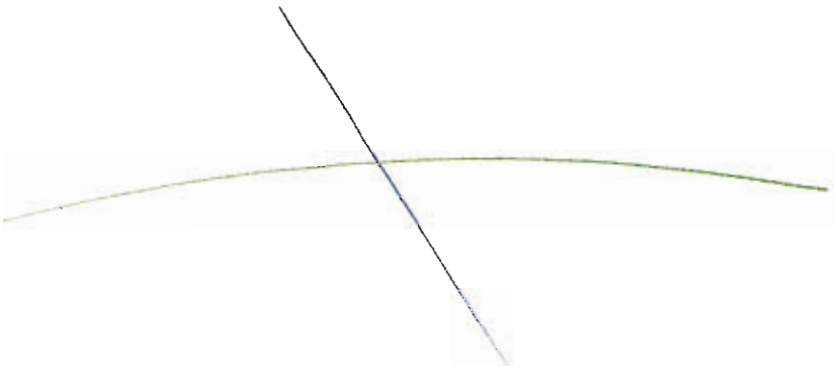
Anticipated timeframe for completion of Design services is 10-12 months. Note that permitting agency review time is outside the control of Olsson and the Client.

TASK BREAKDOWN OF HOURLY FEES FOR PROFESSIONAL SERVICES

ATTACHMENT B

Task Descriptions	Sr. Engr	Project PE	Asst. Eng.	Landscape Arch.	Eng/GIS Tech.	Geotech Engr.	Inspector/ Tech.	Sr. Env. Sci.	Env. Scientist	2- Man Survey	Survey Tech	Senior Surveyor	Grant Writer	Graphics/ Clerical	Direct Costs	Extensions	Sub-Totals
	$171	$121	$86	$100	$78	$149	$78	$142	$93	$126	$78	$86	$70	$67			
1. Coordination, Meetings and Public Involvement																	
Kickoff meeting	3	3	3												$ 100	$ 1,231	
4 Progress Meetings with city Staff	8	6	6	4					2						$ 300	$ 3,732	
5 Individual Meetings with Adjacent Landowners		10	10												$ 500	$ 2,560	$ 7,523
2. Survey & Data Collection/Verification																	
Obtain aerial, contour, and as-built data		6	4												$ 100	$ 1,408	
Obtain utility information		2								4						$ 742	
Obtain Title Work		2										4			$ 750	$ 1,332	
Legal descriptions for easement/property taking											20	10				$ 2,410	
Topographic Survey		2								60		4				$ 8,082	
Boundary Survey		2								16		2			$ 100	$ 2,512	
Utility Survey		2								6		2			$ 100	$ 1,512	
Stake bore holes and trail alignment,		4							4		2					$ 1,012	
Base map development											24	8				$ 2,552	$ 21,662
3. Geotechnical Investigations and Analysis																	
Prepare Boring Plan		2			1	2										$ 618	
Geotechnical Drilling and Testing						16	16									$ 3,632	
Clearing (estimated)															$ 2,000	$ 2,000	
Geotech Analysis, Design & Report		4				16									$ 200	$ 3,068	$ 9,318
4. Preliminary Design																	
Hydrologic Modeling	2	2	6													$ 1,264	
Preliminary Site Design Layout	8	30	60	8	60											$ 15,578	
Trail Design, Conceptual Landscaping		12		16	20											$ 4,612	
Development of Alternatives	10	40	50											2		$ 10,914	
Obtain effective FEMA hydrologic/hydraulic models			4											1		$ 397	
Adjust hydrologic model for detention basin	2	8	50													$ 5,560	
Projection of flood elevations onto topo map	2	4	12		40											$ 4,966	
Preliminary Drawings	4	38	80		124											$ 21,754	
Preliminary Estimate of Probable Cost	6	4			6											$ 1,978	
Development of Technical Specifications	6	8	16											8		$ 3,810	
Flagging of Trees to be preserved.		4		9			4									$ 1,595	
60% Design Plans	8	40	80		144											$ 23,898	$ 96,327
5. Final Design and Bid Documents																	
90% Construction Plans	10	20	60		156	8									$ 400	$ 24,690	
Landscaping Plans		8		28	24											$ 5,640	
Erosion Control Plan and SWPPP Plan	2		24		12											$ 3,318	
Updated Engineers Probable Cost Estimate	2	8			12											$ 2,246	
Prepare, Furnish, and Revise Bid Documents and Specifica	8	32	60		40									40		$ 17,440	
QA/QC Plans and Specifications	8	16				4		4								$ 4,468	$ 67,802
6. Permitting																	
Pre Construction Notification for Nationwide 404/401			16		8			16	40							$ 7,976	
MDNR Land Disturbance Permit		4						6	6							$ 1,894	$ 9,870
7. Bid Phase																	
Print/Distribute Plans & Specs			4		8									8	$ 800	$ 2,220	
Answer Questions, Issue Addenda during bid period		8												4		$ 1,196	
Attend, Document Pre-Bid Meeting		2														$ 242	
Attend Bid Opening, Tabulate and Recommend Award		4	4											4		$ 1,052	$ 4,710
TOTAL BASE ENGINEERING DESIGN SERVICES	87	341	559	94	865	46	20	28	62	86	46	30	0	87	$ 4,800		$ 207,112
OPTIONAL ITEMS																	
A. Land & Easement Acquisition																	
Land/easement acquisition assistance, Appraiser		50	20												$ 4,500	$ 12,250	$ 12,250
B. Individual 404/401 Permitting																	
Stream & Wetland Delineation Reports					8			6	40							$ 5,196	
COE 404 pre-application meeting & documentation		4						6	6							$ 1,894	
MDNR 401 Permit Application		4						2	6							$ 1,326	
Alternatives Analysis	2		6						20							$ 2,712	
Prepare COE 404 Individual permit application		4			16			20	60							$ 12,012	
Address DNR & COE Comments		2						8	16							$ 2,866	
Submit for NPDES Permit		2							6							$ 886	$ 26,992
C. FEMA CLOMR & LOMR																	
Conditional Letter of Map Change (CLOMR)	4	28	80		44											$ 14,304	
Complete and submit LOMR application to FEMA	4	16	40		20											$ 7,580	
As-Built Survey and Drawings		2								10	8					$ 2,116	
Perform LOMAs for Structures to be removed	5								12						$ 100	$ 2,071	$ 26,071
D. Construction Phase																	
Resident Construction Observer (assume 6 month construction schedule)							1000								$ 1,000	$ 79,000	
Compaction Testing, Review							40								$ 800	$ 3,920	
Pre-Construction and Monthly Progress Meetings		16					40									$ 5,056	
Weekly Construction Reports							20									$ 1,560	
Issue Work Change Orders and Field Directives		8					28									$ 3,152	
Review Submittals, Substitutions and Progress Payments		20					40									$ 5,540	
Final Walk Through and Close-out Documentation		16					24								$ 100	$ 3,908	
																	$ 102,136
TOTAL OPTIONAL SERVICES	11	200	146	0	88	0	1192	42	166	10	8	0	0	0	$ 2,500		$ 167,449

OLSSON ASSOCIATES



BILLING RATE SCHEDULE - YEAR 2013

Classification	Hourly Rate
Client Manager	150.00
Senior Engineer	171.00
Senior Project Engineer	140.00
Project Engineer	121.00
Associate Engineer	100.00
Assistant Engineer	85.00
Student Engineer	52.00
Project Landscape Architect	100.00
Senior Surveyor	95.00
Surveyor	85.00
Associate Surveyor	65.00
Assistant Surveyor	54.00
Design Associate	97.00
Design Technician	79.00
Senior Technician	78.00
Associate Technician	65.00
Assistant Technician	55.00
Student Technician – Level 1	40.00
Administrative Coordinator	68.00
Administrative Assistant	58.00
Secretarial	57.00

GENERAL PROVISIONS

These General Provisions are attached to and made a part of a LETTER AGREEMENT, dated November 12, 2013 between the City of Joplin, Missouri ("Client") and Olsson Associates ("Olsson") for professional services in connection with Regional Detention Basin – 32nd St. to 28th St. between Mississippi Ave. (TSO-605), Joplin, Missouri (hereinafter called the "Project").

SECTION 1—OLSSON's BASIC SERVICES

See Letter Agreement attached.

SECTION 2—ADDITIONAL SERVICES OF OLSSON

2.1 Unless otherwise expressly included, Olsson's normal and customary engineering services described here or in the LETTER AGREEMENT do not include the following categories of work which shall be referred to as Additional Services.

2.2. If Client and Olsson mutually agree to perform any of the following Additional Services, Client will provide written approval of the agreed upon scope of services, and Olsson shall perform or obtain from others such services and will be paid therefore as provided in the LETTER AGREEMENT. EITHER CLIENT or Olsson may elect not to perform all or any of the following Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project in addition to those required under Basic Services; preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Providing renderings or models.

2.2.5 Preparing documents for alternate bids requested by Client for work which is not executed or for out-of-sequence work.

2.2.6 Detailed consideration of operations, maintenance and overhead expenses; value engineering and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.

2.2.7 Furnishing the services of independent professional associates or consultants for work other than Basic Services.

2.2.8 If Olsson's compensation for Basic Services is not on the basis of Direct Labor or Salary Costs, Additional Services shall include services necessary due to the Client's award of more than one prime contract for the Project, services necessary due to the construction contract containing cost plus or incentive-savings provisions, services necessary in order to arrange for performance by persons other than the prime contractor and those services necessary to administer Client's contract(s).

2.2.9 Services in connection with staking out the work of Contractor(s).

2.2.10 Services during out-of-town travel other than visits to the site.

2.2.11 Preparation of operating and maintenance manuals to supplement Basic Services.

2.2.12 Services to redesign some or all of the Project.

2.2.13 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

2.3 When required by the Agreement or Contract Documents in circumstances beyond Olsson's control, Olsson shall perform or obtain from others any of the following Additional Services as circumstances require during construction and without waiting for specific instructions from Client, and Olsson will be paid therefore as provided in the Letter Agreement:

2.3.1 Services in connection with work directive changes and change orders to reflect the changes requested by Client if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.3.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damage by fire or other causes during construction, (2) a significant amount of defective, inefficient or neglected work by any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project; designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project; examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's service.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Master Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven days' written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property.

3.4.3 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor(s)' applications for payment, and any inspection services to determine if Contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from Contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project.

3.7 Contemporaneously with the execution of the LETTER AGREEMENT, Client shall designate in writing an individual to act as its duly authorized Project representative.

SECTION 4—MEANING OF TERMS

4.1 As used herein, the term "this Agreement" refers to these General Provisions, the LETTER AGREEMENT to which these General Provisions refer, and any other exhibits or attachments made a part thereof as if they were part of one and the same document.

4.2 The "construction cost" of the entire Project (herein referred to as "Construction Cost") means the total cost to Client of those portions of the entire Project designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to Client pursuant to Section 3.

4.3 The "Salary Costs": Used as a basis for payment mean salaries and wages (basic and incentive) paid to all Olsson's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.4 "Reimbursable Expenses: The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project, and shall be included in periodic billing as applicable as follows:

Classification	Costs
Automobiles	$0.565/mile*
Suburbans and Pick-Ups	$0.75/mile*
Duplication	
In-house	Actual Cost
Outside	Actual Cost+10%

Classification	Costs
Meals	Actual Cost
Postage & Shipping Charges for Project Related Materials	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable only to this Project	Actual Cost+10%
Subconsultants	Actual Cost+10%

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

4.5 "Certify" or "a Certification": A statement of Olsson's opinion, based on its observation of conditions, to the best of Olsson's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that Olsson's certification shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.6 "Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the work on the project will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.7 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.8 "Inspect" or "Inspection": The visual observation of the Contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the inspected work, generally conforms to the Contract Documents. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. In making such visual observations, Olsson makes no guarantees for, and shall have no authority or control over, the Contractor's performance or the Contractor's failure to perform any work in accordance with the Contract Documents. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the Contractor.

4.9 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the project made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the drawings.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice of default for any of the following reasons provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

5.1.4 Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days' written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Basic or Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of not less than 10% of Olsson's actual costs incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes, arising out of this Agreement or related to the services provided under this Agreement shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project, provided that if arbitration or litigation is commenced prior to the completion of the Project, the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in the County and State of the project location, or in the State of Olsson's home office, Nebraska.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including Drawings and Specifications prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and Olsson shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any drawing, report or data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinions of Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Olsson cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost

prepared by Olsson. If prior to the Bidding or Negotiating Phase Client wishes greater assurance as to Total Project or Construction Costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. Olsson's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services and paid for as such by Client.

7.4 Controlling Law and Venue

7.4.1 The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska or the State of the project locale. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska or the project State locale.

7.5 Subconsultants

Olsson may utilize as necessary in its discretion Subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.6 Assignment

7.6.1 Client and Olsson each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.6.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.6.2. Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.6.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.7 Indemnity

Olsson and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to personal injury or property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.8 Limitation on Damages

7.8.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this AGREEMENT. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

7.8.2 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the total amount of Olsson's fees earned under this Agreement. Client acknowledges that such causes include, but are not limited to, Olsson's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7.9 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

COUNCIL BILL NO. 2013-340 ORDINANCE NO.

AN ORDINANCE approving by and between the City of Joplin and Olsson Associates an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Two Hundred Seven Thousand One Hundred Twelve and No/100 Dollars ($207,112.00) and authorizing the Director of 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 Olsson Associates an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Two Hundred Seven Thousand One Hundred Twelve and No/100 Dollars ($207,112.00)

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 Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Parks & Stormwater Sales Tax fund, 130-4555-530-8665 Project TS0605.

_____
Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 18, 2013
Council Bill No. 2013-341

Item: Regional Detention 15th & Massachusetts, Consultant Agreement

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Agreement with Estimate of Engineering Costs
3) Council Bill No. 2013-341

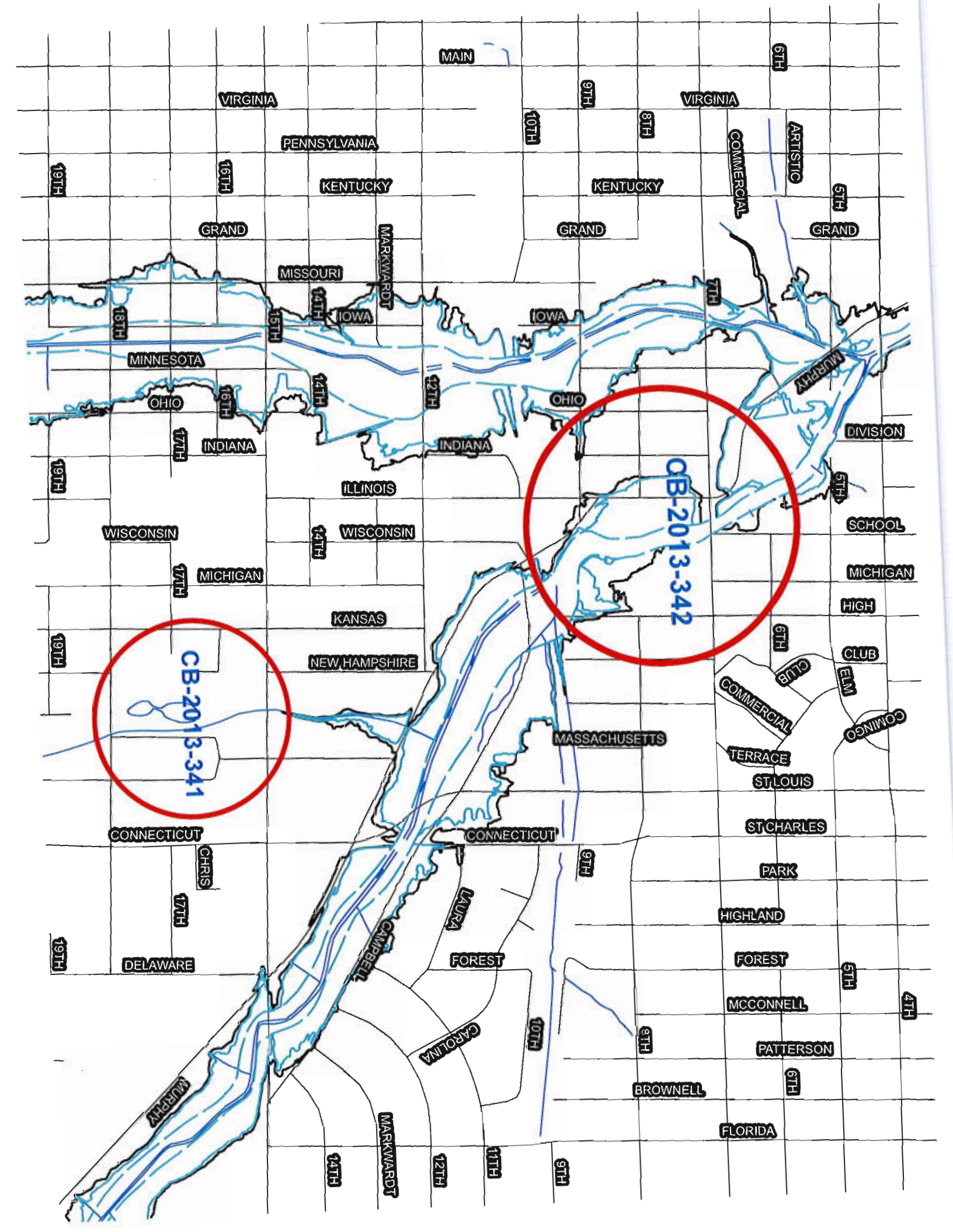
Engineering: Dan Johnson DJ Date: 11-12-13
Department Head: Nicholas A. Heatherly Date: 11-12-13
Finance Department: Leslie Haase Date: 11-13-13
City Attorney: Brian Head Date: 11-13-13
Interim City Manager: Mark Rohr Date: 11-13-13

Recommended Action: Approval of Consultant Agreement with Allgeier, Martin and Associates Inc. not to exceed the amount of $156,200.00 for surveying and civil engineering consultation and advice for Regional Detention 15th & Massachusetts.

Background: The Parks and Storm Water Sales Tax was approved by voters in 2011. A regional detention pond located in Parr Hill Park at 15th & Massachusetts . The goals of the regional detention pond in Parr Hill Park was to reduce flooding downstream in Joplin Creek. After the 2011 tornado Parr Hill Park was being rebuilt and Engineering staff recognized the problem of rebuilding a park then tearing it up again to build a detention pond. Engineering staff directed Allgeier, Martin & Associates to perform preliminary design work including hydraulic & hydrologic modeling so that the detention pond could be combined with the Park rebuild. The design work indicated that the detention pond location was impractical and a new approach for meeting the project goals was needed.

Discussion: A request for qualifications was sent to consultants for nine possible drainage improvement projects. Staff reviewed qualifications from eighteen consultants. Allgeier, Martin and Associates Inc. was chosen for this particular project. The fee for design services is within industry standards.

Recommendation: It is recommended that an award of the Consultant Agreement with Allgeier, Martin and Associates Inc. not to exceed the amount of $156,200.00 for surveying and civil engineering consultation and advice for the Regional Detention 15th & Massachusetts.


CB-2013-342
CB-2013-341
MAIN
VIRGINIA
PENNSYLVANIA
KENTUCKY
GRAND
MISSOURI
IOWA
MINNESOTA
OHIO
INDIANA
ILLINOIS
WISCONSIN
MICHIGAN
KANSAS
NEW HAMPSHIRE
MASSACHUSETTS
CONNECTICUT
DELAWARE
FLORIDA
CAROLINA
MARKWARDT
MURPHY
LAURA
CAMPBELL
CHRIS
COMMERCIAL
ARTISTIC
DIVISION
SCHOOL
HIGH
CLUB
ELM
COMINGO
TERRACE
ST LOUIS
ST CHARLES
PARK
HIGHLAND
FOREST
MCCONNELL
PATTERSON
BROWNELL
5TH
6TH
7TH
8TH
9TH
10TH
11TH
12TH
14TH
15TH
16TH
17TH
18TH
19TH

AGREEMENT*
BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
ALLGEIER, MARTIN AND ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, 2013 between the City of Joplin, Missouri a municipal corporation, (OWNER) and Allgeier, Martin and Associates, Inc., a Missouri corporation located in Joplin, Missouri (ENGINEER). OWNER intends to construct stormwater improvements for the following project(s):

Project I.D. No.	Project Name
6-10	Massachusetts Avenue Regional Detention Pond **(TSO607)**

In general, the project consists of using funds originally programmed for a detention pond located near Massachusetts Avenue on a branch of East Joplin Creek in Parr Hill Park. Following preliminary programming, new data suggests that channel and culvert improvements to East Joplin Creek between Campbell Parkway and 7th Street would provide greater benefit to reduce flooding. As such, the funds for TSO607 would be used provide design stormwater infrastructure improvements to produce construction plans and specifications as defined below and as indicated herein.

1. Improve and increase the capacity of the drainage ditch between 7th and Campbell Avenue;
2. Investigate and/or increase the capacity of the culverts under the Railroad tracks north of Campbell Parkway and under 7th Street, and investigate possibility of providing pedestrian access across or under Railroad tracks;
3. If feasible, incorporate a pedestrian facility along said drainage ditch and pedestrian connectivity between Ewert Park and Campbell Parkway.

OWNER and ENGINEER, in consideration of their mutual covenants, herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 – BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, bidding, and limited construction contract administration services as hereinafter stated that include customary civil, structural, and mechanical engineering services.

1.1.2 Coordinate the design phase of the Project with those State and Federal agencies having jurisdiction over the project.

1.2 Preliminary Design Phase

Upon execution of this Agreement, ENGINEER shall:

1.2.1 Meet with OWNER to discuss recommendations, project expectations, and costs.

1.2.2 Conduct hydrologic/hydraulic analysis of the existing drainage basins above each project structure utilizing the City's one-foot contour maps and compare it to the Burns and McDonald report validating or revising their recommendations. Limited analysis of the downstream system will be performed to identify negative impacts of improving the upstream channel.

1.2.3 Conduct topographic survey required for design of the project, locating property lines and providing legal descriptions needed for easements, and setting control.

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

1.2.5 Prepare a site plan depicting existing improvements within the project, including known utilities.

1.2.6 Prepare engineering reports, hydrologic and hydraulic calculations, and preliminary design documents consisting of final design criteria and preliminary drawings, and review same with regulatory agencies and OWNER.

1.2.7 Integrate and prepare preliminary layout of pedestrian facilities with stormwater facilities. Conduct meetings to determine the preliminary pedestrian routes, and designs.

1.2.8 Coordinate with the Missouri Department of Transportation regarding proposed stormwater/pedestrian facilities crossing 7th Street.

1.3 Design Phase

Upon acceptance of items listed in 1.2.8 by the OWNER, ENGINEER shall:

~~1.3.1 Conduct geotechnical investigation to determine the presence of rock.~~

1.3.2 Prepare final engineering drawings, specifications, bid documents, cost estimates, and legal descriptions for needed easements for the project to be bid.

1.3.3 Perform plan reviews for constructability, alternatives, clarity, accuracy, and construction conflicts.

1.3.4 Coordinate necessary utility relocations with utility companies. With the exception of the Sanitary Sewer, the design of utility relocations will be the responsibility of others.

The sanitary sewer located within the limits and impacted by the project will be designed to accommodate the stormwater improvements.

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

1.3.6 Negotiate with property owners and provide permanent and temporary Easement acquisition services necessary to allow construction of the project.

1.4 Bidding Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase, as follows:

1.4.1 Provide clarifications and amendments during the bid process.

1.4.2 Attend pre-bid meeting (if required).

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

1.4.4 Assist the City in the opening of bids, evaluating bids, and in assembling and awarding contract.

1.5 Construction Phase

Following award of the construction contract by the OWNER, ENGINEER shall:

1.5.1 Attend one pre-construction conference.

1.5.2 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions), 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); and determine the acceptability of substitute materials and equipment proposed by contractor(s).

1.5.3 Prepare change orders as required to resolve unanticipated job-site conditions, resolve final quantities, etc.

1.5.4 Conduct site visits as necessary to answer questions that may arise as to design concepts.

1.5.5 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 paragraphs 1.5.1 through 1.5.5, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

SECTION 2 – ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others additional services of the following types that are not considered normal or customary basic services; these will be paid for by OWNER as indicated in Section 5.

2.1.1 Preparation or review of environmental assessments and impact statements and review and evaluation of the effect on the design requirement of the Project of any such statements and documents prepared by others.

2.1.2 Services to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in extent of the Project or its design, including, but not limited to, changes in size, location, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents, or contract documents when such revisions are due to causes beyond ENGINEER's control.

2.1.4 Providing any type of field and engineering surveys and staking beyond those set forth in paragraph 1.2.3.

2.1.5 Investigations involving detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; property and boundary surveys not associated with the stormwater improvements; easement acquisitions; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.6 Furnishing the services of special consultants for other than the normal civil, structural, hydraulic, and hydrology engineering, such as those required for communications, acoustics, and landscaping, and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.7 Services after completion of the construction phase, such as inspections during any guarantee period, and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.8 Review of contractor's payroll records and/or pay applications.

2.1.9 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing, or other legal or administrative proceeding involving the Project (except as agreed to under basic services).

2.1.10 Develop support models and submittal documentation of working maps, reports and forms needed to investigate the "No-Rise" requirements pursuant to the Federal and State Emergency Management Agencies.

2.1.11 Provide Contract Administration and Construction Inspection for the duration of the project. Services for this work are those beyond what is described in Section 1.5. Services shall include the following:

2.1.11.1 Review contractor's progress and quality of work and determine if the work conforms to the contract documents.

2.1.11.2 Inspect materials, review material certifications furnished by the Contractor, sample concrete and other materials as required, and arrange for laboratory testing of samples by others on a subcontract basis.

2.1.11.3 Reject work not conforming to the project documents.

2.1.11.4 Maintain progress diary and other project records, measure and documents quantities, and review pay requests submitted by the contractor for work performed.

2.1.11.5 Be present during critical construction operations such as structure layouts excavation and backfilling, placement of reinforcing steel and concrete, and placement of surfacing materials.

2.1.11.6 Interpret plans and specifications for the Contractor and transmit instructions between owner and contractor for the performance of the construction contract documents.

2.1.12 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

3.1 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards that OWNER will require to be included in the drawings and specifications.

3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.

3.3 Furnish to ENGINEER, as required for performance of ENGINEER's basic services, data prepared by or services of others, including, without limitation, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; archaeological investigations; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; utility surveys; property descriptions; zoning, deed, and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his services.

3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

3.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.6 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project and such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.

3.7 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to ENGINEER's services.

3.8 Provide a Resident Project Representative and other field staff to observe the performance of the work of the construction contractor.

3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.

3.10 Furnish, or direct in writing ENGINEER to provide necessary additional services as stipulated in Section 2 of this Agreement or other services as required.

3.11 Bear all costs incidental to compliance with the requirements of this Section 3.

3.12 Acquire all easements as required for the project.

SECTION 4 – PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the design phase. ENGINEER's obligation to render services hereunder will extend for a period that may reasonably be required for the design and construction of the Project.

4.2 Upon execution of this Agreement by OWNER, ENGINEER shall proceed with the performance of the services called for in Section 1, as follows:

4.2.1 Assuming that the Notice to Proceed will be issued in December 2013, design survey and existing site plans shall be completed around January 2014.

4.2.2 Engineering Design (15%) with Existing watershed analysis shall be completed around February 2014.

4.2.3 Engineering Design (25%) with preliminary recommendations shall be completed around March 2014.

4.2.4 Engineering Design (50%) with conceptual planning, sizing and layout of system and troll shall be completed around April 2014.

4.2.5 Engineering Design (75%) with conceptual design and cost estimates shall be completed around May 2014.

4.2.6 Engineering Design (100%) with final plans, specifications, and estimate for the Project shall be completed around June 2014.

4.2.7 Bid documents with right-of-way and legal descriptions shall be completed around August 2014.

4.2.8 Bidding phase time frame shall be controlled by the OWNER, but is anticipated to take place by October 2014.

4.2.9 Construction is planned to be completed within one year of the completion of the design phase.

4.3 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and ENGINEER's maximum fee shall be adjusted appropriately.

SECTION 5 – PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of Engineer

5.1.1 For Basic Services. OWNER shall pay ENGINEER for time expended and reimbursable expenses in the performance of basic services rendered under Section 1 at the labor rates and non-labor rates shown in Exhibit A, "Rate Schedule", with a guaranteed maximum fee of $156,200.

5.1.2 Additional Services. OWNER shall pay ENGINEER for additional services rendered under Section 2 as follows:

5.1.2.1 General. For time expended in the performance of additional services rendered under paragraphs 2.1.1 through 2.1.12, inclusive, on the basis of the labor rates shown in Exhibit A.

5.1.2.2 Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.7 and 2.1.8, the actual amount billed to ENGINEER by the special consultanf plus ten percent.

5.1.2.3 FEMA Submittal (Optional). For services described in Section 2.1.10, toward preparation of Hydraulic and Hydrologic data, calculations, work maps, models, forms, documents and report preparation necessary to revise the floodplain maps

affected by the project. The maximum fee for this scope of work is established at $15,500. These services shall be provided as additional services if requested in writing by the City.

5.1.2.4 Contract Administration and Construction Inspection (Optional). For contract administration, testing, and construction inspection services described in Section 2.1.11 based on a 12-month construction duration and 3 days per week of onsite inspection, the maximum fee for this scope of work is established at $89,000. These services shall be provided as additional services if requested in writing by the City.

5.1.3 The term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.4 below.

5.2 Times of Payments

5.2.1 For Basic Services (Paragraphs 1.1 and 1.5). ENGINEER shall submit statements for basic services rendered upon submission or completion of deliverable items set forth in paragraphs 1.2 and 1.5 of this Agreement. The amount of ENGINEER's professional fee billed will be based upon the actual time and expenses incurred by ENGINEER's personnel in performance of this Agreement at the time of billing, with the cumulative amount billed at the time of delivery limited to the following not-to-exceed amounts:

Deliverable Item	Cumulative Ceiling
Design Surveying and preparation of Existing Site Plan (Includes Utility Research)	$22,000
Eng. Design, 15% Complete, (Existing Watershed Analysis)	$39,000
Eng. Design, 25% Complete, (Preliminary Recommendations)	$54,000
Eng. Design, 50% Complete, (Conceptual Planning, Sizing, Layout)	$84,000
Eng. Design, 75% Complete, (Conceptual Design, with Cost Estimate)	$114,000
Eng. Design, 100% Complete, (Plans, Specifications, and Estimate)	$138,000
Easement Acquisition, Bidding	$144,000
Construction Engineering Services	$156,200

5.3 Other Provisions Concerning Payments

5.3.1 OWNER shall make prompt payments in response to ENGINEER's statements. If OWNER fails to make any payment due ENGINEER for acknowledged services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses. The 1% per month charge shall not be applied to ENGINEER's charges for services that are contested by the OWNER.

5.3.2 In the event of termination by OWNER under paragraph 7.1, ENGINEER will be paid for services rendered to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all

unpaid additional services and unpaid reimbursable expenses, plus all termination expenses.

5.4 Definitions

Reimbursable expenses mean the actual expenses incurred directly in connectian with the Project for: transportation, lodging, and subsistence incidental thereto; reproduction of reports, drawings, and specifications; postage and express delivery services; survey materials; and similar Project-related items.

SECTION 6 – OPINIONS OF COST

6.1 Opinions of Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project costs and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids, or actual Project or construction cost will not vary from opinions of probable cost prepared by him. If, prior to the bidding or negotiating phase, OWNER wishes greater assurance as to Project or construction cost, he shall employ an independent cost estimator as provided in Section 3.

SECTION 7 – GENERAL CONSIDERATIONS

7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents

All documents, including drawings and specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses including attorneys' fees arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3 Controlling Law

This Agreement is to be governed by the laws of the State of Missouri.

7.4 Successors and Assigns

7.4.1 OWNER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

7.4.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 7.4.1 and except to the extent that the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

7.5 Insurance

ENGINEER shall, as part of this Agreement, maintain professional liability insurance covering errors and omissions, with a liability limit of $2,000,000.

7.6 Project Team

Chris Erisman, P.E., Vice President shall be the Principal-in-Charge, Michael Atkinson, P.E. shall be the Project Manager, and Charles Paterson, PhD, P.E. shall be the lead hydrologist for the duration of the Project, unless the ENGINEER requests and receives the OWNER's approval to appoint other personnel to these positions.

7.7 Combined Project

The design fee in this agreement is calculated based upon the assumption that Project Number TSO606 would also be design in required combination with Project Number TSO607. The combined projects allow time and labor, such as preparation of Construction Contract Documents, Bidding, and Field efforts to be combined.

SECTION 8 – SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1 The following exhibit is attached to and made a part of this Agreement: Exhibit A "Rate Schedule" consisting of one page.

8.2 This Agreement, (consisting of pages 1 to 12, inclusive), together with the exhibits identified above, constitute the entire Agreement between OWNER and ENGINEER, and supersede all prior written or oral understandings. This Agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
CITY OF JOPLIN, MISSOURI

_____
(Authorized Signature)

Mark Rohr
(Printed Name)

City Manager
(Title)

ATTEST:

_____

APPROVED AS TO FORM:

_____
(Signature)

Brian Head
(Printed Name)

City Attorney
(Title)

ENGINEER:
ALLGEIER, MARTIN AND ASSOCIATES, INC.

_____
(Authorized Signature)

Glen Davidson, P.E.

Executive Vice President

*This Agreement is modeled after the standard form of agreement prepared and published by the National Society of Professional Engineers, the American Consulting Engineers Council, and the American Society of Civil Engineers.

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

RATE SCHEDULE
2013-2014

Position	Hourly Billing Rate 01/01/2013 thru 12/31/2013	01/01/2014 thru 12/31/2014
Principal/Engineer IV	170	175
Principal/Engineer III	155	160
Project Manager/Engineer II	135	140
Project Manager/Engineer I	120	125
Designer/Technician III	93	96
Designer/Technician II	81	84
Designer/Technician I	75	78
Two-Man GPS Survey Crew	160	165
One-Man GPS Survey Crew	120	125
Three-Man Survey Crew	175	180
Two-Man Survey Crew	135	140
Registered Land Surveyor II	145	150
Registered Land Surveyor I	125	130
Survey Party Chief	75	78
Survey Crew Member	61	63
Right of Way Specialist	97	100
Construction Inspector III	93	96
Construction Inspector II	81	84
Construction Inspector I	75	78
Secretary/Word Processor	61	63
Print Specialist	61	63

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

NON-LABOR RATES

Item	Rate
Travel	$0.55 per mile (or 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%

COUNCIL BILL NO. 2013-341 ORDINANCE NO.

AN ORDINANCE approving by and between the City of Joplin and Allgeier, Martin and Associates an Agreement to provide professional services for the surveying and civil engineering services, not to exceed One Hundred Fifty Six Thousand Two Hundred Dollars and No/100 Dollars ($156,200.00) and authorizing the Director of 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 Allgeier, Martin and Associates an Agreement to provide professional services for the surveying and civil engineering services, not to exceed One Hundred Fifty Six Thousand Two Hundred and No/100 Dollars ($156,200.00).

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 Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Parks & Stormwater Sales Tax fund, 130-4555-530-8665 Project TS0607 to pay the amount called for in said Agreement.

_____
Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 18, 2013
Council Bill No. 2013-342

Item: Storm Water Improvements-Illinois Ave. between 7th and 9th

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Agreement with Estimate of Engineering Costs
3) Council Bill No. 2013-342

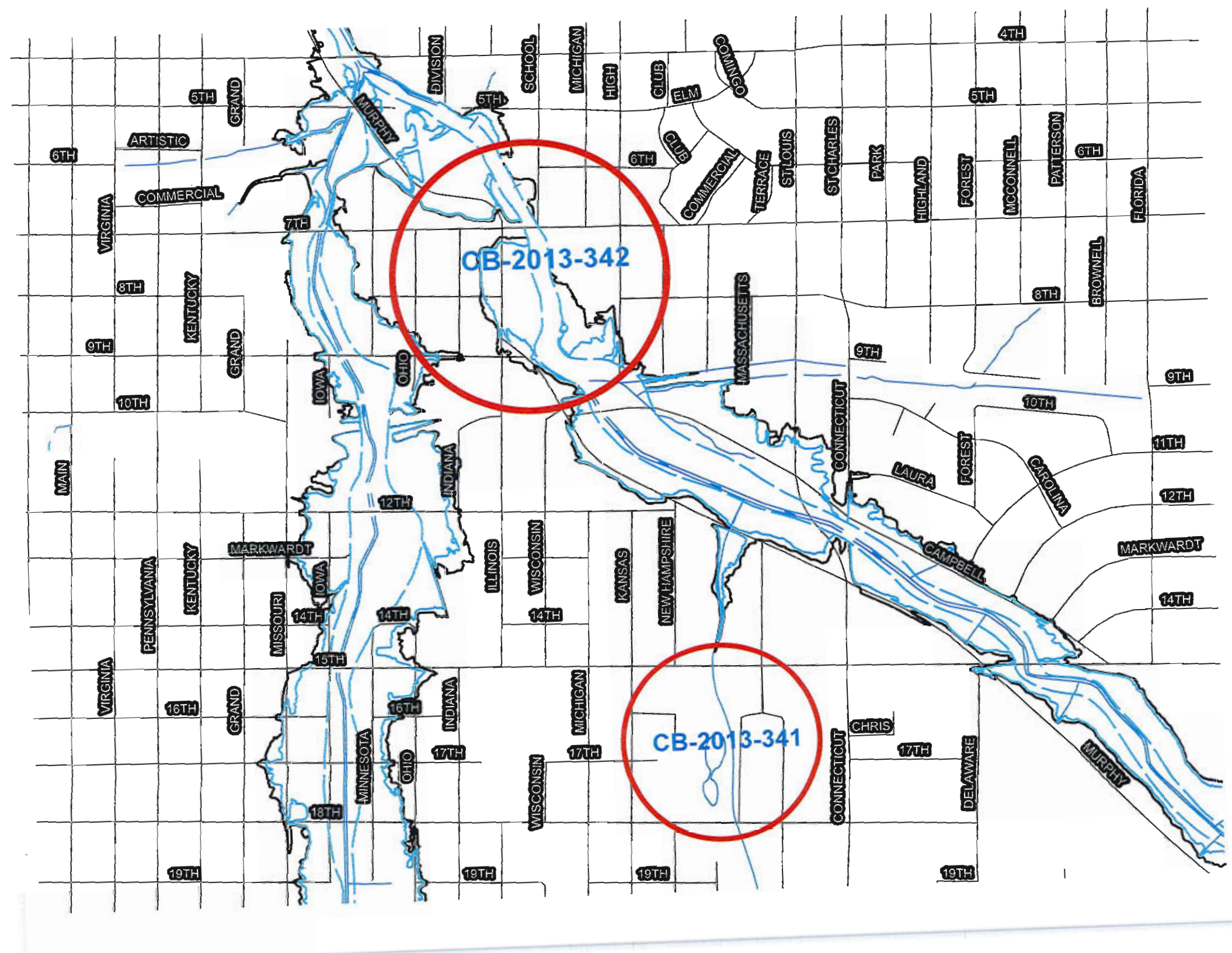
Engineering: Dan Johnson DJ	Date: 11-12-13
Department Head: Nicholas A. Heatherly NAH	Date: 11/12/13
Finance Department: Leslie Haase LH	Date: 11-13-13
City Attorney: Brian Head BH	Date: 11-13-13
Interim City Manager: Mark Rohr MR	Date: 11-13-13

Recommended Action: Approval of Consultant Agreement with Allgeier, Martin and Associates Inc. not to exceed the amount of $99,866.00 for surveying and civil engineering consultation and advice for the Storm Water Improvements on Illinois Ave. between 7th and 9th.

Background: The Parks and Storm Water Sales Tax was approved by voters in 2011. A project to reduce flooding along Illinois Avenue south of Seventh Street was included on the approved list of projects. The source of flooding is Joplin Creek to the east of Illinois Avenue. This project is being designed and constructed in conjunction with a second stormwater project "Regional Detention 15th & Massachusetts". Combining the two projects into one larger project will reduce cost on both projects and improve the quality of both projects.

Discussion: A request for qualifications was sent to consultants for nine possible drainage improvement projects. Staff reviewed qualifications from eighteen consultants. Allgeier, Martin and Associates Inc. was chosen for this particular project. The fee for design services is within industry standards.

Recommendation: It is recommended that an award of the Consultant Agreement with Allgeier, Martin and Associates Inc. not to exceed the amount of $99,866.00 for surveying and civil engineering consultation and advice for the Storm Water Improvements on Illinois Ave. between 7th and 9th.


CB-2013-342
CB-2013-341
DIVISION
SCHOOL
MICHIGAN
HIGH
CLUB
ELM
COMMERCIAL
TERRACE
ST LOUIS
ST CHARLES
PARK
HIGHLAND
FOREST
MCCONNELL
PATTERSON
FLORIDA
BROWNELL
MASSACHUSETTS
CONNECTICUT
LAURA
CAROLINA
CAMPBELL
MARKWARDT
CHRIS
DELAWARE
MURPHY
ARTISTIC
GRAND
VIRGINIA
KENTUCKY
MAIN
PENNSYLVANIA
MISSOURI
IOWA
OHIO
INDIANA
ILLINOIS
WISCONSIN
MINNESOTA
KANSAS
NEW HAMPSHIRE
4TH
5TH
6TH
7TH
8TH
9TH
10TH
11TH
12TH
14TH
15TH
16TH
17TH
18TH
19TH

AGREEMENT*
BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
ALLGEIER, MARTIN AND ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, 2013 between the City of Joplin, Missouri a municipal corporation, (OWNER) and Allgeier, Martin and Associates, Inc., a Missouri corporation located in Joplin, Missouri (ENGINEER). OWNER intends to construct stormwater improvements for the following project(s):

Project I.D. No.	Project Name
6-12	Illinois Avenue between 7th and 9th Storm Sewers **(TSO606)**

In general, the project consists of providing professional engineering services to develop a stormwater project to add inlets, pipes, and stormwater facilities along Illinois Avenue near the intersection of Murphy Boulevard and at 8th Street.

OWNER and ENGINEER, in consideration of their mutual covenants, herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 – BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, bidding, and limited construction contract administration services as hereinafter stated that include customary civil, structural, and mechanical engineering services.

1.1.2 Coordinate the design phase of the Project with those State and Federal agencies having jurisdiction over the project.

1.2 Preliminary Design Phase

Upon execution of this Agreement, ENGINEER shall:

1.2.1 Meet with OWNER to discuss recommendations, project expectations, and costs.

1.2.2 Conduct hydrologic/hydraulic analysis of the existing drainage basins above each project structure utilizing the City's one-foot contour maps and compare it to the Burns and McDonald report validating or revising their recommendations. Limited analysis of the downstream system will be performed to identify negative impacts of improving the upstream channel.

1.2.3 Conduct topographic survey required for design of the project, locating property lines and providing legal descriptions needed for easements, and setting control.

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

1.2.5 Prepare a site plan depicting existing improvements within the project, including known utilities.

1.2.6 Prepare engineering reports, hydrologic and hydraulic calculations, and preliminary design documents consisting of final design criteria and preliminary drawings, and review same with regulatory agencies and OWNER.

1.2.7 Integrate and prepare preliminary layout of pedestrian facilities with stormwater facilities. Conduct meetings to determine the preliminary pedestrian routes, and designs.

1.2.8 Coordinate with the Missouri Department of Transportation regarding proposed stormwater/pedestrian facilities crossing 7th Street.

1.3 Design Phase

Upon acceptance of items listed in 1.2.8 by the OWNER, ENGINEER shall:

~~1.3.1 Conduct geotechnical investigation to determine the presence of rock.~~

1.3.2 Prepare final engineering drawings, specifications, bid documents, cost estimates, and legal descriptions for needed easements for the project to be bid.

1.3.3 Perform plan reviews for constructability, alternatives, clarity, accuracy, and construction conflicts.

1.3.4 Coordinate necessary utility relocations with utility companies. With the exception of the Sanitary Sewer, the design of utility relocations will be the responsibility of others. The sanitary sewer located within the limits and impacted by the project will be designed to accommodate the stormwater improvements.

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

1.3.6 Negotiate with property owners and provide permanent and temporary Easement acquisition services necessary to allow construction of the project.

1.4 Bidding Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase, as follows:

1.4.1 Provide clarifications and amendments during the bid process.

1.4.2 Attend pre-bid meeting (if required).

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

1.4.4 Assist the City in the opening of bids, evaluating bids, and in assembling and awarding contract.

1.5 Construction Phase

Following award of the construction contract by the OWNER, ENGINEER shall:

1.5.1 Attend one pre-construction conference.

1.5.2 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions), 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); and determine the acceptability of substitute materials and equipment proposed by contractor(s).

1.5.3 Prepare change orders as required to resolve unanticipated job-site conditions, resolve final quantities, etc.

1.5.4 Conduct site visits as necessary to answer questions that may arise as to design concepts.

1.5.5 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 paragraphs 1.5.1 through 1.5.5, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

SECTION 2 – ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others additional services of the following types that are not considered normal or customary basic services; these will be paid for by OWNER as indicated in Section 5.

2.1.1 Preparation or review of environmental assessments and impact statements and review and evaluation of the effect on the design requirement of the Project of any such statements and documents prepared by others.

2.1.2 Services to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in extent of the Project or its design, including, but not limited to, changes in size, location, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents, or contract documents when such revisions are due to causes beyond ENGINEER's control.

2.1.4 Providing any type of field and engineering surveys and staking beyond those set forth in paragraph 1.2.3.

2.1.5 Investigations involving detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; property and boundary surveys not associated with the stormwater improvements; easement acquisitions; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.6 Furnishing the services of special consultants for other than the normal civil, structural, hydraulic, and hydrology engineering, such as those required for communications, acoustics, and landscaping, and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.7 Services after completion of the construction phase, such as inspections during any guarantee period, and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.8 Review of contractor's payroll records and/or pay applications.

2.1.9 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing, or other legal or administrative proceeding involving the Project (except as agreed to under basic services).

2.1.10 Develop support models and submittal documentation of working maps, reports and forms needed to investigate the "No-Rise" requirements pursuant to the Federal and State Emergency Management Agencies.

2.1.11 Provide Contract Administration and Construction Inspection for the duration of the project. Services for this work are those beyond what is described in Section 1.5. Services shall include the following:

2.1.11.1 Review contractor's progress and quality of work and determine if the work conforms to the contract documents.

2.1.11.2 Inspect materials, review material certifications furnished by the Contractor, sample concrete and other materials as required, and arrange for laboratory testing of samples by others on a subcontract basis.

2.1.11.3 Reject work not conforming to the project documents.

2.1.11.4 Maintain progress diary and other project records, measure and documents quantities, and review pay requests submitted by the contractor for work performed.

2.1.11.5 Be present during critical construction operations such as structure layouts excavation and backfilling, placement of reinforcing steel and concrete, and placement of surfacing materials.

2.1.11.6 Interpret plans and specifications for the Contractor and transmit instructions between owner and contractor for the performance of the construction contract documents.

2.1.12 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

3.1 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards that OWNER will require to be included in the drawings and specifications.

3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.

3.3 Furnish to ENGINEER, as required for performance of ENGINEER's basic services, data prepared by or services of others, including, without limitation, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; archaeological investigations; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; utility surveys; property descriptions; zoning, deed, and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his services.

3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

3.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.6 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project and such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.

3.7 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to ENGINEER's services.

3.8 Provide a Resident Project Representative and other field staff to observe the performance of the work of the construction contractor.

3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.

3.10 Furnish, or direct in writing ENGINEER to provide necessary additional services as stipulated in Section 2 of this Agreement or other services as required.

3.11 Bear all costs incidental to compliance with the requirements of this Section 3.

3.12 Acquire all easements as required for the project.

SECTION 4 – PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the design phase. ENGINEER's obligation to render services hereunder will extend for a period that may reasonably be required for the design and construction of the Project.

4.2 Upon execution of this Agreement by OWNER, ENGINEER shall proceed with the performance of the services called for in Section 1, as follows:

4.2.1 Assuming that the Notice to Proceed will be issued in December 2013, <u>design survey and existing site plans</u> shall be completed around January 2014.

4.2.2 <u>Engineering Design (15%) with Existing watershed analysis</u> shall be completed around February 2014.

4.2.3 <u>Engineering Design (25%) with preliminary recommendations</u> shall be completed around March 2014.

4.2.4 <u>Engineering Design (50%) with conceptual planning, sizing and layout</u> of system and trail shall be completed around April 2014.

4.2.5 Engineering Design (75%) with conceptuol design and cost estimates shall be completed around May 2014.

4.2.6 Engineering Design (100%) with final plans, specifications, and estimate for the Project shall be completed around June 2014.

4.2.7 Bid documents with right-of-way and legal descriptions shall be completed around August 2014.

4.2.8 Bidding phase time frame shall be controlled by the OWNER, but is anticipated to take place by October 2014.

4.2.9 Construction is planned to be completed within one year of the completion of the design phase.

4.3 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and ENGINEER's maximum fee shall be adjusted appropriately.

SECTION 5 – PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of Engineer

5.1.1 For Basic Services. OWNER shall pay ENGINEER for time expended and reimbursable expenses in the performance of basic services rendered under Section 1 at the labor rates and non-labor rates shown in Exhibit A, "Rate Schedule", with a guaranteed maximum fee of $99,866.

5.1.2 Additional Services. OWNER shall pay ENGINEER for additional services rendered under Section 2 as follows:

5.1.2.1 General. For time expended in the performance of additional services rendered under paragraphs 2.1.1 through 2.1.12, inclusive, on the basis of the labor rates shown in Exhibit A.

5.1.2.2 Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.7 and 2.1.8, the actual amount billed to ENGINEER by the special consultant plus ten percent.

5.1.2.3 FEMA Submittal (Optional). For services described in Section 2.1.10, toward preparation of Hydraulic and Hydrologic data, calculations, work maps, models, forms, documents and report preparation necessary to revise the floodplain maps affected by the project. The maximum fee for this scope of work is established at $15,500. These services shall be provided as additional services if requested in writing by the City.

5.1.2.4 Contract Administration and Construction Inspection (Optional). For contract administration, testing, and construction inspection services described in Section 2.1.11 based on a 12-month construction duration and 3 days per week of onsite inspection, the maximum fee for this scope of work is established at $56,000. These services shall be provided as additional services if requested in writing by the City.

5.1.3 The term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.4 below.

5.2 Times of Payments

5.2.1 For Basic Services (Paragraphs 1.1 and 1.5). ENGINEER shall submit statements for basic services rendered upon submission or completion of deliverable items set forth in paragraphs 1.2 and 1.5 of this Agreement. The amount of ENGINEER's professional fee billed will be based upon the actual time and expenses incurred by ENGINEER's personnel in performance of this Agreement at the time of billing, with the cumulative amount billed at the time of delivery limited to the following not-to-exceed amounts:

Deliverable Item	Cumulative Ceiling
Design Surveying and preparation of Existing Site Plan (Includes Utility Research)	$14,000
Eng. Design, 15% Complete, (Existing Watershed Analysis)	$25,000
Eng. Design, 25% Complete, (Preliminary Recommendations)	$34,000
Eng. Design, 50% Complete, (Conceptual Planning, Sizing, Layout)	$54,000
Eng. Design, 75% Complete, (Conceptual Design, with Cost Estimate)	$73,000
Eng. Design, 100% Complete, (Plans, Specifications, and Estimate)	$88,000
Easement Acquisition, Bidding	$92,000
Construction Engineering Services	$99,866

5.3 Other Provisions Concerning Payments

5.3.1 OWNER shall make prompt payments in response to ENGINEER's statements. If OWNER fails to make any payment due ENGINEER for acknowledged services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses. The 1% per month charge shall not be applied to ENGINEER's charges for services that are contested by the OWNER.

5.3.2 In the event of termination by OWNER under paragraph 7.1, ENGINEER will be paid for services rendered to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid additional services and unpaid reimbursable expenses, plus all termination expenses.

5.4 Definitions

Reimbursable expenses mean the actual expenses incurred directly in connection with the Project for: transportation, lodging, and subsistence incidental thereto; reproduction of reports, drawings, and specifications; postage and express delivery services; survey materials; and similar Project-related items.

SECTION 6 – OPINIONS OF COST

6.1 Opinions of Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project costs and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids, or actual Project or construction cost will not vary from opinions of probable cost prepared by him. If, prior to the bidding or negotiating phase, OWNER wishes greater assurance as to Project or construction cost, he shall employ an independent cost estimator as provided in Section 3.

SECTION 7 – GENERAL CONSIDERATIONS

7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents

All documents, including drawings and specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses including attorneys' fees arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3 Controlling Law

This Agreement is to be governed by the laws of the State of Missouri.

7.4 Successors and Assigns

7.4.1 OWNER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

7.4.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or

moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 7.4.1 and except to the extent that the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

7.5 Insurance

ENGINEER shall, as part of this Agreement, maintain professional liability insurance covering errors and omissions, with a liability limit of $2,000,000.

7.6 Project Team

Chris Erisman, P.E., Vice President shall be the Principal-in-Charge, Michael Atkinson, P.E. shall be the Project Manager, and Charles Paterson, PhD, P.E. shall be the lead hydrologist for the duration of the Project, unless the ENGINEER requests and receives the OWNER's approval to appoint other personnel to these positions.

7.7 Combined Project

The design fee in this agreement is calculated based upon the assumption that Project Number TSO607 would also be designed in required combination with Project Number TSO606. The combined projects allow time and labor, such as preparation of Construction Contract Documents, Bidding, and Field Efforts to be combined.

SECTION 8 – SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1 The following exhibit is attached to and made a part of this Agreement: Exhibit A "Rate Schedule" consisting of one page.

8.2 This Agreement, (consisting of pages 1 to 12, inclusive), together with the exhibits identified above, constitute the entire Agreement between OWNER and ENGINEER, and supersede all prior written or oral understandings. This Agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
CITY OF JOPLIN, MISSOURI

_____
(Authorized Signature)

Mark Rohr
(Printed Name)

City Manager
(Title)

ATTEST:

_____

APPROVED AS TO FORM:

_____
(Signature)

Brian Head
(Printed Name)

City Attorney
(Title)

ENGINEER:
ALLGEIER, MARTIN AND ASSOCIATES, INC.

_____
(Authorized Signature)

Glen Davidson, P.E.

Executive Vice President

*This Agreement is modeled after the standard form of agreement prepared and published by the National Society of Professional Engineers, the American Consulting Engineers Council, and the American Society of Civil Engineers.

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

RATE SCHEDULE
2013-2014

Position	Hourly Billing Rate 01/01/2013 thru 12/31/2013	01/01/2014 thru 12/31/2014
Principal/Engineer IV	170	175
Principal/Engineer III	155	160
Project Manager/Engineer II	135	140
Project Manager/Engineer I	120	125
Designer/Technician III	93	96
Designer/Technician II	81	84
Designer/Technician I	75	78
Two-Man GPS Survey Crew	160	165
One-Man GPS Survey Crew	120	125
Three-Man Survey Crew	175	180
Two-Man Survey Crew	135	140
Registered Land Surveyor II	145	150
Registered Land Surveyor I	125	130
Survey Party Chief	75	78
Survey Crew Member	61	63
Right of Way Specialist	97	100
Construction Inspector III	93	96
Construction Inspector II	81	84
Construction Inspector I	75	78
Secretary/Word Processor	61	63
Print Specialist	61	63

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

NON-LABOR RATES

Item	Rate
Travel	$0.55 per mile (or 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%

COUNCIL BILL NO. 2013-342 ORDINANCE NO.

AN ORDINANCE approving by and between the City of Joplin and Allgeier, Martin and Associates an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Ninety Nine Thousand Eight Hundred Sixty Six Dollars and No/100 Dollars ($99,866.00) and authorizing the Director of 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 Allgeier, Martin and Associates an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Ninety Nine Thousand Eight Hundred Sixty Six and No/100 Dollars ($99,866.00).

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 Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Parks & Stormwater Sales Tax fund, 130-4555-530-8665 Project TS0606 to pay the amount called for in said Agreement.

_____
Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 18, 2013
Council Bill No. 2013-343

Item: Ditch & Culvert Improvements – Connecticut 32nd to 35th, Consultant Agreement

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Agreement with Estimate of Engineering Costs
3) Council Bill No. 2013-343

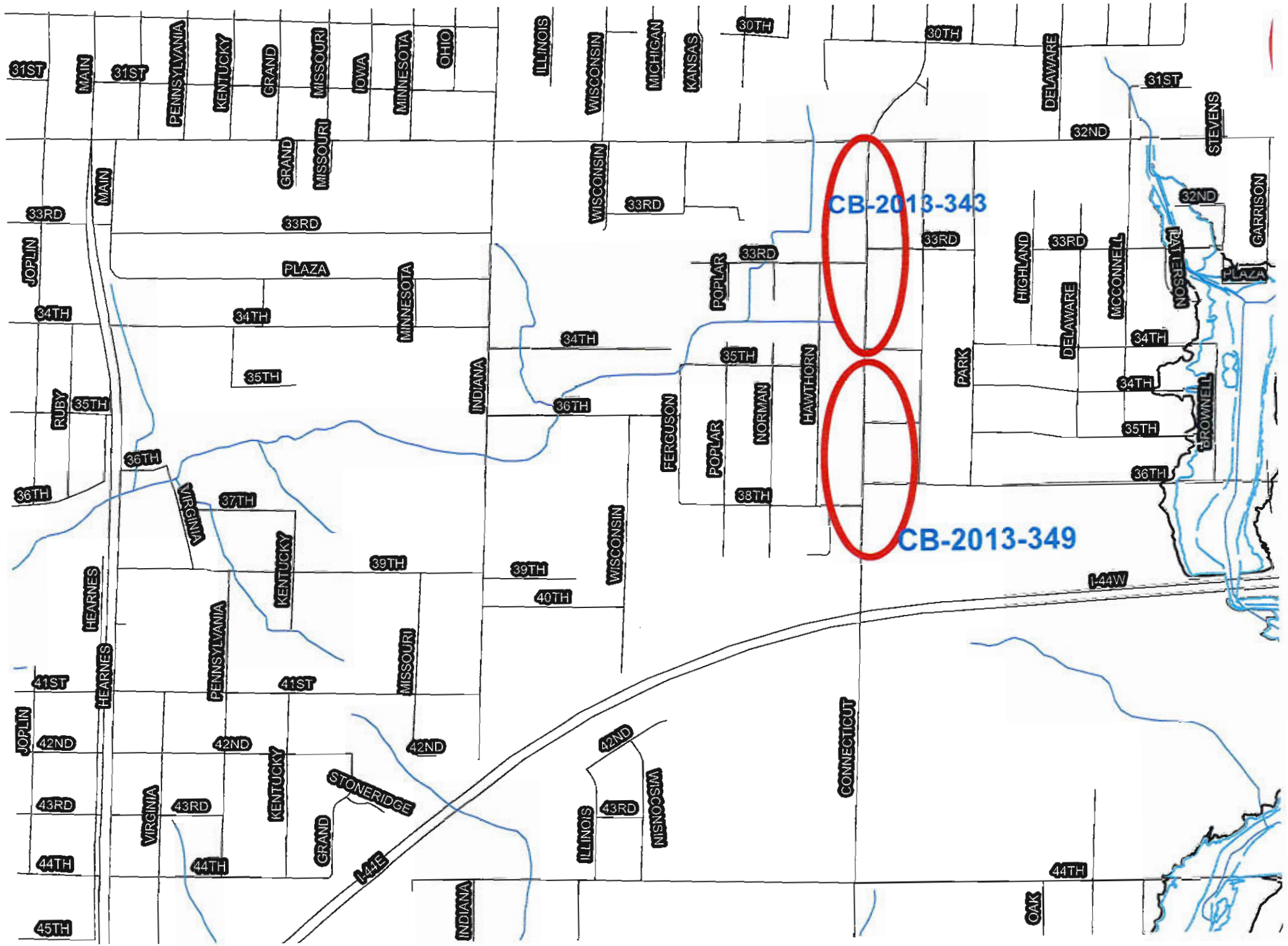
Engineering: Dan Johnson DJ Date: 11-12-13
Department Head: Nicholas A. Heatherly Date: 11/12/13
Finance Department: Leslie Haase LH Date: 11-13-13
City Attorney: Brian Head Date: 11-13-13
Interim City Manager: Mark Rohr Date: 11-13-13

Recommended Action: Approval of Consultant Agreement with Olsson Associates not to exceed the amount of $59,166.00 for surveying and civil engineering consultation and advice for the Ditch & Culvert Improvements on Connecticut 32nd to 35th.

Background: The Parks and Storm Water Sales Tax was approved by voters in 2011. One of the fifteen storm water projects approved by voters was ditch and culvert improvements from 32nd Street to 35th Street. Existing conditions cause significant erosion of the existing drives, traffic impediments on Connecticut Ave., and water to be forced into garages. The project will reduce the frequency or eliminate the problems caused by storm water runoff in the area presently. This project is being designed and constructed in combination with similar improvements on Connecticut from 35th to 37th. Combining the project reduces cost and construction time for both projects.

Discussion: A request for qualifications was sent to consultants for nine possible drainage improvement projects. Staff reviewed qualifications from eighteen consultants. Olsson Associates was chosen for this particular project. The fee for design services is within industry standards.

Recommendation: It is recommended that an award of the Consultant Agreement with Olsson Associates not to exceed the amount of $59,166.00 for surveying and civil engineering consultation and advice for the Ditch & Culvert Improvements on Connecticut 32nd to 35th.


CB-2013-343
CB-2013-349
31ST
MAIN
PENNSYLVANIA
KENTUCKY
GRAND
MISSOURI
IOWA
MINNESOTA
OHIO
ILLINOIS
WISCONSIN
MICHIGAN
KANSAS
30TH
DELAWARE
32ND
STEVENS
GARRISON
33RD
JOPLIN
PLAZA
34TH
35TH
RUBY
36TH
INDIANA
POPLAR
NORMAN
HAWTHORN
FERGUSON
PARK
HIGHLAND
MCCONNELL
BROWNELL
37TH
VIRGINIA
38TH
39TH
40TH
HEARNES
41ST
42ND
43RD
44TH
45TH
STONERIDGE
I-44E
I-44W
CONNECTICUT
OAK

OLSSON ASSOCIATES

LETTER AGREEMENT FOR
PROFESSIONAL SERVICES

November 12, 2013

City of Joplin
Attn: Dan Johnson
602 S Main Street
Joplin, MO 64801

Re: **AGREEMENT FOR PROFESSIONAL SERVICES**
Ditch & Culvert Improvements – Connecticut Ave between 32nd St. and 35th St.
(TSO-609) – "Project"

Dear Mr. Johnson

It is our understanding that the City of Joplin ("Client") requests Olsson Associates ("Olsson") to perform the following services pursuant to the terms of this Letter Agreement for Professional Services, any signed Master Agreement, Olsson's General Provisions and any exhibits attached thereto (hereinafter "the Agreement") for the Project.

1. Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached thereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, any Master Agreement and/or the General Provisions regarding the services to be performed by Olsson, the requirements of this Letter Agreement shall take precedence.

2. Olsson shall provide Client all Basic Services for the Project as more specifically described in Attachment A and B hereto. Should Client request work not described and included in the above Description of Basic Services, such as Additional Services, Olsson shall invoice Client for such services on the basis of Salary Costs times a factor of 2.5 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. Olsson shall not commence work on Additional Services without Client's prior approval in writing.

   Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

3. Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing.

   Anticipated Start Date: Nov 2013 Anticipated Completion Date: July, 2014

   Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date and any milestone dates are approximate only, and Olsson reserves the right to readjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to delays caused by Client or delays caused by third parties.

COMPENSATION

4. Client shall pay to Olsson for the performance of the Basic Services the actual time of personnel performing such Services on the basis of the rates as defined in the attached Fee Schedule, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in the General Provisions attached to this Letter Agreement. Olsson's Basic Services will be provided on a time and expense basis not to exceed Fifty-Nine Thousand One Hundred and Sixty-Six Dollars ($59,166.00). Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

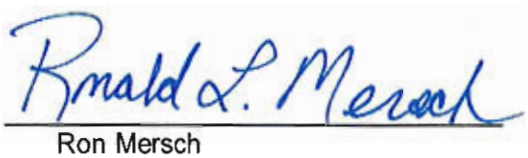
TERMS AND CONDITIONS OF SERVICE

5. We have discussed with you the risks, rewards and benefits of the Project and our fees for services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

6. If this proposal satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated Project representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of sixty (60) days from the date set forth above, unless changed by us in writing.

7. By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement.

OLSSON ASSOCIATES

By 

Ron Mersch
Office Leader

If you accept the preceding proposal and the Agreement,
please sign:

City of Joplin "Client"

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY OLSSON.

By _____

Title _____ Dated: _____

If different from above,

_____
Client's Designated Project Representative

SCOPE OF SERVICES

TSO-609 - Ditch and Culvert Improvements, Connecticut Ave Between 32nd St. & 35th St.

Joplin, MO
Final Design and Construction Services

This is an exhibit attached to and made a part of the Agreement between the City of Joplin, MO ("Client" or "City") and Olsson Associates (Olsson or "Engineer") providing for professional services. The following provides a description of tasks to be performed under the Project. A summary of fees by task can be found in Attachment B.

GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto for the Survey and Data Collection, Design, Permitting, and Bid phases for the proposed Ditch and Culvert Improvements on Connecticut Avenue between 32nd and 35th street. This project was identified by Algeier Martin as TSO-609 in Joplin's 10-Year Stormwater Management Master Plan.

Furthermore, Olsson shall provide project management throughout the project to ensure proper assignment of resources, schedule adherence, and client communication.

Project TSO-609 – Ditch and Culvert Improvements between 32nd Street and 35th Street

1. Coordination, Meetings, and Public Involvement

1.1. Kickoff meeting with City staff to define project goals, criteria/standards, schedule
1.2. Facilitate progress meetings with City staff (3 meetings budgeted in addition to kick-off meeting as outlined in the following sections)
1.3. Draft questionnaires for adjacent and downstream property owners regarding historical flooding problems and concerns; provide document to City for reproduction and mailing.
1.4. Attend public meeting to present and receive feedback on preliminary design recommendations

2. Land Surveying Services

2.1 Initial Project Research
- 2.1.1. Obtain Surveys, Plats, and Pertinent Land Corner Information
- 2.1.2. Obtain aerial, contour, and as-built data from City of Joplin (if available)
- 2.1.3. Order Utility Markings by Missouri One Call
- 2.1.4. Obtain Utility Maps from City of Joplin (if available)

2.2 Field Survey

2.2.1 The field data shall be tied horizontally to the Missouri State Plane Coordinate System NAD 83-West Zone-US Survey foot, and shall be tied vertically to the NAVD 1988 Vertical Datum.

2.2.2. Olsson shall obtain necessary horizontal and vertical topography within the outlined area on attached Exhibit and the utilities within the West right-of-way line and the west curb line of Connecticut Ave.Olsson will obtain the following information:

- Boundary and Easement locations
- Existing Topography
- West curb line of Connecticut Ave. at 100'+/- intervals as necessary
- Existing Overhead and Underground Utilities as located by Missouri One Call
- Storm Water Structures including culverts and pipe sizes and elevations
- Sanitary Sewer Manholes including pipe elevations and sizes
- Prepare Project Base Map

2.3. Olsson will collect ownership & easement documents, guaranteed title reports, and legal parcel limits through an approved title company. The documents will be used to generate preliminary land rights maps. The parcel boundaries will be added to the topographic mapping.

2.4. After Client approval, Olsson will prepare legal descriptions and exhibits for the needed property and easements. The descriptions will be signed and sealed by a registered land surveyor.

3. Preliminary Design

3.1. Following completion of the topographic mapping and data collection/verification tasks, Olsson will define a preliminary layout of stormwater improvements that achieves the required goals with considerations to the existing site utilities, existing site features, and recommendations for future street widening.

3.2. Coordinate with utility providers for possible relocations of their existing infrastructure if conflicts develop.

3.3. Prepare preliminary hydraulic and hydrologic analysis for sizing of inlets, storm sewer, open channels and culverts.

3.4. Prepare preliminary drawings, including: Drainage Map, Easement Plan, Plan & Profile Drawings & Sections.

3.5. Prepare an Opinion of Probable Construction Cost based on the Preliminary Design Plans.

3.6. Prepare preliminary technical specifications based on the Preliminary Design Plans.

3.7. Submit Preliminary Plans, Technical Specifications, and Estimate to the Client for review at 35% & 60% progress.

3.8. Attend two meetings with City Staff to review any comments from City's review at each progress submittal.

3.9. Revise the preliminary drawings based on the City's review comments.

3.10. Attend one public meeting to present the preliminary drawings.

3.11. Olsson's services under the Preliminary Design Phase will be considered complete upon completion of the Public Meeting.

4. Final Design and Bid Documents

Upon notice from the City on approval of the preliminary design deliverables, Olsson shall:

4.1 Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Drawings will include a Cover Sheet, Drainage Map, Easement Plan, Erosion Control Plans, Plan & Profiles, Typical Sections and Detail Sheets.

4.2. Update the Engineer's Opinion of Probable Construction Cost based on the final design.

4.3. Prepare project manual including technical specifications, project special conditions, measurement and payment descriptions and bid form. Olsson will utilize City standard front-end documents (i.e. general conditions, requirements of the contract, bond forms, etc.).

4.4. Prepare and furnish Bidding Documents at 90% & 100% progress for review by Client, its legal counsel, and other advisors, and assist Client in the preparation of other related documents.

4.5. Attend one meeting with the City Staff to review any comments from City's review.

4.6. Revise the Bidding Documents in accordance with comments and instructions from the Client, as appropriate, and submit final copies of the Bidding Documents, a revised opinion of probable Construction Cost to Client after receipt of Client's comments and instructions.

4.7. Olsson's services under the Final Design Phase will be considered complete on the date when the submittals noted in Item 4.6 above have been delivered to Client.

5. Bid Phase

After acceptance by Client of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase and upon written authorization by Client to proceed, Engineer shall:

5.1. Provide and distribute project drawings and contract specifications to all interested parties. Maintain plan-holders list for tracking purposes.

5.2 Address inquiries prior to the bid opening from contractors, subcontractors, and suppliers. Draft and issue addenda to plan-holders as required.

5.3 Conduct a pre-bid conference.

5.4. Submit a sealed, detailed project cost estimate to the City Clerk prior to the bid opening and assist the City in reviewing the bids for completeness and accuracy. Prepare bid tabulation and submit to the City. Submit a written recommendation of contract award to the City.

5.5. Consult with, advise, and submit a written report to the City on the responsibility and responsiveness of contractors, the acceptability of subcontractors, substitute material and equipment proposed by the project bidders. The Consultant shall review the following criteria in determination of contractor and sub-contractor acceptability:

- Contractor's Certified Financial Statement
- The contractor's and sub-contractors' personnel and their relative experience, and the quality and availability of the equipment and machinery. The contractor and sub-contractor must also establish that the supervisor directly in charge of the work has been actively engaged in construction and coordination for the type of work required by the bid documents for a continuous period of at least two (2) years within the five (5) years preceding the bid opening.
- The contractor's and sub-contractors' performance record in performance of other similar contracts for public and private improvements.
- Obtain and contact a minimum of three of the Prime contractor's references and, if requested, a minimum of three of the sub-contractors' references.
- The nature and extent of other contract commitments involving the use of the contractor's and sub-contractors' personnel, machinery and equipment.
- Whether or not the contractor or sub-contractors have been denied contract award by other public entities, and if so, the reasons thereof, including entity name, type of work, and date of denial.
- Any other fact that, in the Consultant's opinion, would materially affect the ability of the contractor or sub-contractors to properly, adequately, expeditiously and satisfactorily prosecute the work.

5.6. Provide the successful bidder with up to eight (8) sets of the contract specifications ready for contract execution.

OPTIONAL SERVICES

At the City's option, Olsson can provide the following services:

A. Land and Easement Acquisition

a Olsson will hire an appraiser to establish land and easement values to be used in property and easement acquisitions. Olsson will meet with the appraiser one time on site to discuss project components and discuss the property and easement maps.

b Olsson staff will assist the City in acquiring signed easement and property dedication instruments for those being donated to the City. Where the City must purchase land from the private property owners, negotiations and transactions shall be coordinated by the City.

B. Construction Phase Services

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

a Consult with Client and act as Client's representative. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Provisions shall not be modified, except as Engineer may otherwise agree in writing. All of Client's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the General Provisions except as otherwise provided in writing.

b Provide the services of a Resident Project Representative (RPR) at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth herein.

c Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

d Receive, review, and determine the acceptability of schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

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

f In connection with observations of Contractor's Work while it is in progress:

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

if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Client informed of the progress of the Work.

h Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

i Recommend to Client that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

j Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

k Recommend Change Orders and Work Change Directives to Client, as appropriate, and prepare Change Orders and Work Change Directives as required.

l Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

m Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

n Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents.

o Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, determine the amounts that Engineer recommends

Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Client, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

p Receive, review, and transmit to Client maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

q Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site review to determine if the Work is substantially complete. If after considering any objections of Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client and Contractor.

r Conduct a final site review to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

s Provide the City with one (1) set of Mylar prints, two (2) sets of black line prints, 1 electronic copy in .pdf format, and AutoCAD base files of as-constructed drawings. The Consultant will determine the as-constructed distances and elevations.

SCHEDULE FOR SERVICES

Anticipated timeframe for completion of Basic Design services tasks 1-5 is 6-8 months.

TASK BREAKDOWN OF HOURLY FEES FOR PROFESSIONAL SERVICES

ATTACHMENT B

Task Descriptions	Sr. Engr	Proj. Mgr.	Asst. Eng.	Landscape Arch.	Eng/GIS Tech.	Geotech Engr.	Inspector/ Tech.	Sr. Env. Sci.	Env. Scientist	2- Man Survey	Survey Tech	Senior Surveyor	Grant Writer	Graphics/ Clerical	Direct Costs	Extensions	Sub-Totals
	$171	$121	$85	$100	$78	$149	$78	$142	$93	$125	$78	$85	$70	$57			
1. Coordination, Meetings and Public Involvement																	
Kickoff meeting	2	2	2												$ 50	$ 804	
3 Progress Meetings with city Staff	3	3	2												$ 150	$ 1,196	
Prepare property owner questionnaires			1													$ 85	
1 Public Meeting with affected property owners	1	2	4		4									4	$ 200	$ 1,493	$ 3,578
2. Survey & Data Collection/Verification																	
Obtain aerial, contour, and as-built data		2	4												$ 50	$ 632	
Obtain utility information		1	1									2				$ 376	
Titlework & Legal descriptions for easement/property taking		2	5								50	25			$ 1,800	$ 8,492	
Review traffic study recommendations		1	1													$ 206	
Topographic Survey										24					$ 150	$ 3,150	
Utility Survey										4					$ 50	$ 550	
Onsite verification of topographic survey			4													$ 340	
Base map development											9	3				$ 957	
Create preliminary easement plan		1	2		2						6	2				$ 1,085	$ 15,788
3. Preliminary Design																	
Preliminary Site Design Layout	2	8	12		18											$ 3,734	
Utility Coordination			4		4											$ 652	
Hydraulic & Hydrologic Analysis	1		20													$ 1,871	
Preliminary Estimate of Probable Cost	1	2			3											$ 647	
Preliminary Technical Specifications	1	4	2											4		$ 1,053	
Preliminary Construction Plans	2	10	28		36										$ 50	$ 6,790	
60% Design Plans	2	10	24		50										$ 50	$ 7,542	$ 22,289
4. Final Design and Bid Documents																	
Final Construction Plans	4	16	24		70										$ 50	$ 10,170	
Updated Engineers Probable Cost Estimate	1	3			4											$ 846	
Prepare Project Manual	1	2	6											10	$ 50	$ 1,543	
Final Specifications	1	2	4											4		$ 981	
QA/QC Plans and Specifications	4	4														$ 1,168	$ 14,708
5. Bid Phase																	
Print/Distribute Plans & Specifications			2		4									4	$ 400	$ 1,110	
Answer Questions, Issue Addenda during bid period		6												2		$ 840	
Attend, Document Pre-Bid Meeting		2														$ 242	
Attend Bid Opening, Tabulate and Recommend Award		2	3											2		$ 611	$ 2,803
SUBTOTAL ENGINEERING DESIGN SERVICES	28	85	155	0	195	0	0	0	0	28	65	32	0	30	$ 3,000		$ 66,166
OPTIONAL ITEMS																	
A. Land & Easement Acquisition																	
Appraisal of property		2													$ 10,000	$ 10,242	
Land/easement acquisition assistance		20	10													$ 3,270	$ 13,512
B. Construction Phase																	
Resident Construction Observer (assume 3 month construction schedule)							250								$ 500	$ 20,000	
Pre-Construction and Monthly Progress Meetings		4	2				10									$ 1,434	
Weekly Construction Reports							9									$ 702	
Issue Work Change Orders and Field Directives		4					6									$ 952	
Review Submittals, Substitutions and Progress Payments			10				10									$ 1,630	
Final Walk Through and Close-out Documentation		8					12									$ 1,904	
As-Built Survey and Drawings		2			8					8	4					$ 2,178	$ 28,800
TOTAL OPTIONAL SERVICES	48	14	22	0	8	0	287	0	0	8	4	0	0	0	$ 10,500		$ 42,312

OLSSON ASSOCIATES

BILLING RATE SCHEDULE - YEAR 2013

Classification	Hourly Rate
Client Manager	150.00
Senior Engineer	171.00
Senior Project Engineer	140.00
Project Engineer	121.00
Associate Engineer	100.00
Assistant Engineer	85.00
Student Engineer	52.00
Project Landscape Architect	100.00
Senior Surveyor	95.00
Surveyor	85.00
Associate Surveyor	65.00
Assistant Surveyor	54.00
Design Associate	97.00
Design Technician	79.00
Senior Technician	78.00
Associate Technician	65.00
Assistant Technician	55.00
Student Technician – Level 1	40.00
Administrative Coordinator	68.00
Administrative Assistant	58.00
Secretarial	57.00

GENERAL PROVISIONS

These General Provisions are attached to and made a part of a LETTER AGREEMENT, dated November 12, 2013 between the City of Joplin, Missouri ("Client") and Olsson Associates ("Olsson") for professional services in connection with Ditch & Culvert Improvements – Connecticut Ave between 32nd St. and 35th St. (TSO-609), Joplin, Missouri (hereinafter called the "Project").

SECTION 1—OLSSON's BASIC SERVICES

See Letter Agreement attached.

SECTION 2—ADDITIONAL SERVICES OF OLSSON

2.1 Unless otherwise expressly included, Olsson's normal and customary engineering services described here or in the LETTER AGREEMENT do not include the following categories of work which shall be referred to as Additional Services.

2.2. If Client and Olsson mutually agree to perform any of the following Additional Services, Client will provide written approval of the agreed upon scope of services, and Olsson shall perform or obtain from others such services and will be paid therefore as provided in the LETTER AGREEMENT. EITHER CLIENT or Olsson may elect not to perform all or any of the following Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project in addition to those required under Basic Services; preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Providing renderings or models.

2.2.5 Preparing documents for alternate bids requested by Client for work which is not executed or for out-of-sequence work.

2.2.6 Detailed consideration of operations, maintenance and overhead expenses; value engineering and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.

2.2.7 Furnishing the services of independent professional associates or consultants for work other than Basic Services.

2.2.8 If Olsson's compensation for Basic Services is not on the basis of Direct Labor or Salary Costs, Additional Services shall include services necessary due to the Client's award of more than one prime contract for the Project, services necessary due to the construction contract containing cost plus or incentive-savings provisions, services necessary in order to arrange for performance by persons other than the prime contractor and those services necessary to administer Client's contract(s).

2.2.9 Services in connection with staking out the work of Contractor(s).

2.2.10 Services during out-of-town travel other than visits to the site.

2.2.11 Preparation of operating and maintenance manuals to supplement Basic Services.

2.2.12 Services to redesign some or all of the Project.

2.2.13 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

2.3 When required by the Agreement or Contract Documents in circumstances beyond Olsson's control, Olsson shall perform or obtain from others any of the following Additional Services as circumstances require during construction and without waiting for specific instructions from Client, and Olsson will be paid therefore as provided in the Letter Agreement:

2.3.1 Services in connection with work directive changes and change orders to reflect the changes requested by Client if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.3.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damage by fire or other causes during construction, (2) a significant amount of defective, inefficient or neglected work by any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project; designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project; examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's service.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Master Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven days' written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property.

3.4.3 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor(s)' applications for payment, and any inspection services to determine if Contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from Contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project.

3.7 Contemporaneously with the execution of the LETTER AGREEMENT, Client shall designate in writing an individual to act as its duly authorized Project representative.

SECTION 4—MEANING OF TERMS

4.1 As used herein, the term "this Agreement" refers to these General Provisions, the LETTER AGREEMENT to which these General Provisions refer, and any other exhibits or attachments made a part thereof as if they were part of one and the same document.

4.2 The "construction cost" of the entire Project (herein referred to as "Construction Cost") means the total cost to Client of those portions of the entire Project designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to Client pursuant to Section 3.

4.3 The "Salary Costs": Used as a basis for payment mean salaries and wages (basic and incentive) paid to all Olsson's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.4 "Reimbursable Expenses: The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project, and shall be included in periodic billing as applicable as follows:

Classification	Costs
Automobiles	$0.565/mile*
Suburbans and Pick-Ups	$0.75/mile*
Duplication	
In-house	Actual Cost
Outside	Actual Cost+10%

Classification	Costs
Meals	Actual Cost
Postage & Shipping Charges for Project Related Materials	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable only to this Project	Actual Cost+10%
Subconsultants	Actual Cost+10%

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

4.5 "Certify" or "a Certification": A statement of Olsson's opinion, based on its observation of conditions, to the best of Olsson's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that Olsson's certification shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.6 "Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the work on the project will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.7 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.8 "Inspect" or "Inspection": The visual observation of the Contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the inspected work, generally conforms to the Contract Documents. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. In making such visual observations, Olsson makes no guarantees for, and shall have no authority or control over, the Contractor's performance or the Contractor's failure to perform any work in accordance with the Contract Documents. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the Contractor.

4.9 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the project made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the drawings.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice of default for any of the following reasons provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

5.1.4 Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days' written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Basic or Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of not less than 10% of Olsson's actual costs incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes, arising out of this Agreement or related to the services provided under this Agreement shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project, provided that if arbitration or litigation is commenced prior to the completion of the Project, the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in the County and State of the project location, or in the State of Olsson's home office, Nebraska.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including Drawings and Specifications prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and Olsson shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any drawing, report or data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinions of Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Olsson cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost

prepared by Olsson. If prior to the Bidding or Negotiating Phase Client wishes greater assurance as to Total Project or Construction Costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. Olsson's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services and paid for as such by Client.

7.4 Controlling Law and Venue

7.4.1 The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska or the State of the project locale. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska or the project State locale.

7.5 Subconsultants

Olsson may utilize as necessary in its discretion Subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.6 Assignment

7.6.1 Client and Olsson each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.6.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.6.2. Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.6.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.7 Indemnity

Olsson and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to personal injury or property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.8 Limitation on Damages

7.8.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this AGREEMENT. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

7.8.2 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the total amount of Olsson's fees earned under this Agreement. Client acknowledges that such causes include, but are not limited to, Olsson's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7.9 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

COUNCIL BILL NO. 2013-343 ORDINANCE NO.

AN ORDINANCE approving by and between the City of Joplin and Olsson Associates an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Fifty Nine Thousand One Hundred Sixty Six and No/100 Dollars ($59,166.00) and authorizing the Director of 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 Olsson Associates an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Fifty Nine Thousand One Hundred Sixty Six and No/100 Dollars ($59,166.00)

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 Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Parks & Stormwater Sales Tax fund, 130-4555-530-8665 Project TS0609 to pay the amount called for in said Agreement.

_____
Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 18, 2013
Council Bill No. 2013-344

Item: Ditch Improvements along the east side of Euclid Ave between Rolla St. and Odessa St., Consultant Agreement

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Agreement with Estimate of Engineering Costs
3) Council Bill No. 2013-344

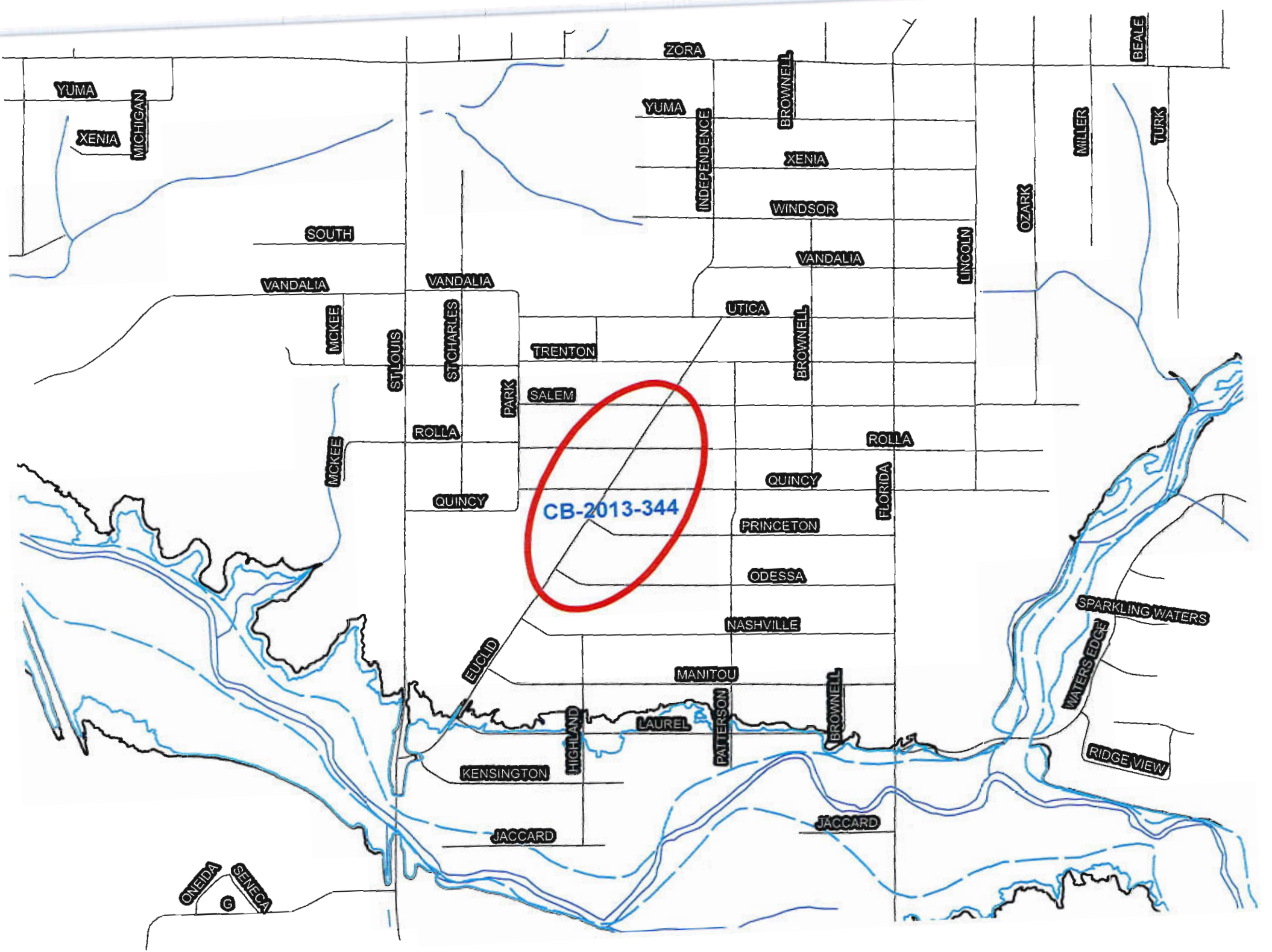
Engineering: Dan Johnson DJ Date 11-11-13
Department Head: Nicholas A. Heatherly NAH Date: 11/11/13
Finance Department: Leslie Haase LH Date: 11-12-13
City Attorney: Brian Head BH Date: 11-11-13
Interim City Manager: Mark Rohr MR Date: 11-11-13

Recommended Action: Approval of Consultant Agreement with TranSystems Corporation not to exceed the amount of $98,590.00 for surveying and civil engineering consultation and advice for the Ditch Improvements along the east side of Euclid Ave between Rolla St. and Odessa St.

Background: The Parks and Storm Water Sales Tax was approved by voters in 2011. The existing open ditches with pipes at driveways results in frequent overtopping of the street as well as erosion problems with the ditch and several driveways. The improvements will reduce the frequency of storm water runoff problems and will facilitate any future sidewalk projects or street improvements.

Discussion: A request for qualifications was sent to consultants for nine possible drainage improvement projects. Staff reviewed qualifications from eighteen consultants. TranSystems was chosen for this particular project. The fee for design services is within industry standards.

Recommendation: It is recommended that an award of the Consultant Agreement with TranSystems not to exceed the amount of $98,590.00 for surveying and civil engineering consultation and advice for the Ditch Improvements along the east side of Euclid Ave between Rolla St. and Odessa St.


ZORA
BEALE
YUMA
MICHIGAN
XENIA
YUMA
BROWNELL
INDEPENDENCE
XENIA
MILLER
TURK
WINDSOR
OZARK
SOUTH
VANDALIA
LINCOLN
VANDALIA
VANDALIA
UTICA
MCKEE
ST LOUIS
ST CHARLES
BROWNELL
TRENTON
PARK
SALEM
ROLLA
ROLLA
MCKEE
QUINCY
FLORIDA
QUINCY
CB-2013-344
PRINCETON
ODESSA
SPARKLING WATERS
NASHVILLE
EUCLID
WATERS EDGE
MANITOU
HIGHLAND
LAUREL
PATTERSON
BROWNELL
RIDGE VIEW
KENSINGTON
JACCARD
JACCARD
ONEIDA
SENECA
G

AGREEMENT BETWEEN
The City of Joplin, Missouri and
TranSystems Corporation
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 2013, by and between _____ (hereafter referred to as "CLIENT") and **TranSystems Corporation** (hereafter referred to as "TRANSYSTEMS").

Whereas CLIENT intends to design and construct the following described project:

Project TS0613 (10-4): Design of ditch improvements along the east side of Euclid Avenue between Rolla Street and Odessa Street: *as more fully described in Exhibit A attached hereto and incorporated herein by this reference;* hereinafter collectively called the "Project").

Whereas CLIENT desires to engage TRANSYSTEMS to provided and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

SECTION 1
BASIC SERVICES OF TRANSYSTEMS

Section 1.1 Basic Services. In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

Section 1.2 TRANSYSTEMS' Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of TranSystems in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to TranSystems' duties.

SECTION 2
ADDITIONAL SERVICES OF TRANSYSTEMS

Section 2.1. Additional Services. In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Notwithstanding the foregoing, when required by the "Contract Documents" (as such term is defined in Section 8.2 below) in circumstances beyond TRANSYSTEMS control, TRANSYSTEMS shall perform or obtain from others Additional Services as circumstances require during construction and without waiting for specific instructions from CLIENT, and TRANSYSTEMS will be paid therefore as provided in Section 5, any of the following: Services in connection with contract amendments or work directives, drawing or specification revisions required by substitutions or field changes, services resulting from delays due to work damage, defective or neglected work, default by any contractor, or other third party or contractor delays.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If CLIENT approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3
CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

Section 3.1 Client Representative. Designate a person to act as CLIENT's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon the accuracy and completeness of all such information.

Section 3.3 Project Access. Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.

Section 3.4 Client Participation. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by TRANSYSTEMS, obtain advice of an attorney, insurance counselor and other CONSULTANT as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TRANSYSTEMS.

Section 3.5 Notices. Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or other wise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any

defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.7 Licenses, Permits, etc. Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services.

Section 3.8 Other Duties. Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may identified herein, if any.

Section 3.9 Defects in Services. The CLIENT shall promptly report to TRANSYSTEMS any defects or suspected defects in TRANSYSTEMS' services of which the CLIENT becomes aware, so that TRANSYSTEMS may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT's contractors or subcontractors to notify TRANSYSTEMS shall relieve TRANSYSTEMS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Section 3.10 Taxes. Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, TRANSYSTEMS or others.

Section 3.11 Contractor Insurance and Indemnity Requirements. The CLIENT agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The CLIENT further agrees to require all contractors to have their CGL policies endorsed to name the CLIENT, TRANSYSTEMS and its subconsultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The CLIENT shall require all contractors to furnish to the CLIENT and TRANSYSTEMS certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the CLIENT shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT, TRANSYSTEMS and its subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors, to the extent caused by the Contractor's wrongful acts, and/or its negligent acts, errors or omissions, or those of persons or entities for which it is legally liable.

Section 3.12 Unauthorized Changes. In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by TRANSYSTEMS without obtaining TRANSYSTEMS's prior written consent, the CLIENT shall assume full responsibility for the results of such changes. therefore the CLIENT agrees to waive any claim against TRANSYSTEMS and to release TRANSYSTEMS from any liability arising directly or indirectly from such changes.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to TRANSYSTEMS' construction documents without the prior written approval of TRANSYSTEMS and that further requires the Contractor to indemnify both TRANSYSTEMS and the CLIENT from any liability or cost arising from such changes made without such proper authorization.

Section 3.13 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify TRANSYSTEMS of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of TRANSYSTEMS.

If the employment of such construction manager by the CLIENT results in additional time or expense to TRANSYSTEMS to prepare for, coordinate with or respond to the construction manager, TRANSYSTEMS shall be entitled to an equitable adjustment in fees and time for performance of these services.

Section 3.14 Costs. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4
PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS' Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. TRANSYSTEMS' obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.

Section 4.2 Completion Date. Completion dates for specific elements of service are contained in Exhibit A to this contract. If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

Section 4.3 Timeliness of Performance. The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Section 4.4 Notice of Delay. If TRANSYSTEMS becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CLIENT, TRANSYSTEMS or any other cause beyond the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS' services not being met, TRANSYSTEMS shall promptly notify the CLIENT. If the CLIENT becomes aware of any delays or other causes that will affect TRANSYSTEMS' schedule, the Client shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS' schedule for performance of its services shall be equitably adjusted.

Section 4.5 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

SECTION 5
TRANSYSTEMS' COMPENSATION

Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by TRANSYSTEMS under Section 1, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

The **total contract maximum is $ 193,274**, including labor, subconsultants and expenses. Basic Design Services and Construction Management Services are separated as noted below. DBE participation will be twelve percent (12%) of the total fee. However, participation is intended to be higher in the Construction Management Services than in the Basic Design Services to achieve the total goal.

The maximum fee for **Basic Design Services** (services up to and including the bid letting) shall be **$ 98,590**, with invoicing at annually adjusted hourly rates contained in Exhibit B attached to this contract.

The maximum fee for **Construction Management Services** (services provided after the bid letting) shall be **$94,684**, with invoicing at annually adjusted hourly rates contained in Exhibit B attached to this contract.

TranSystems shall not proceed with Construction Management Services unless the City of Joplin issues written authorization to proceed. Written authorization may include an amendment for a reduction in scope.

Section 5.1.2 For Reimbursable Expenses in connection with Basic Services. In addition to payments provided for in paragraph 5.1.1, CLIENT shall pay TRANSYSTEMS for all "Reimbursable Expenses" incurred by TRANSYSTEMS in connection with the Basic Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect. For purposes of this Agreement, "Reimbursable Expenses" are those costs and expenses incurred by TRANSYSTEMS in connection with the performance of the Services under this Agreement, including, but not limited to, the costs and expenses incurred by TRANSYSTEMS for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone or communications, independent professional associates, CONSULTANTS, SUBCONSULTANTS and any other expense items which are described on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect.

Section 5.2 Compensation for Services and Expenses of TRANSYSTEMS in connection with Additional Services

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

Section 5.2.2 For Reimbursable Expenses in connection with Additional Services. In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed. For purposes hereof, "Reimbursable Expenses" are those costs and expenses incurred by TRANSYSTEMS in connection with the performance of the Services under this Agreement, including, but not limited to, the costs and expenses incurred by TRANSYSTEMS for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone or communications, independent professional associates, CONSULTANTS, SUBCONSULTANTS and any other expense items which are described on TRANSYSTEMS' then current Schedule of Rates and Expenses.

Section 5.3 TranSystems' Schedule of Rates and Expenses. TRANSYSTEMS' initial Schedule of Rates and Expenses is attached hereto as Schedule 1. The rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until December 31 of this year. TRANSYSTEMS will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to CLIENT in December of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

Section 5.4 Monthly Invoices. TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred: The statements will be based upon the amount of time spent and costs and expenses incurred by TRANSYSTEMS during the period covered by each such statement. CLIENT shall make prompt monthly payments in response to TRANSYSTEMS' monthly statements.

Section 5.5 Other Provisions Concerning Payments.

Section 5.5.1 Interest, Suspension of Services. If CLIENT fails to make any payment due TRANSYSTEMS for services and expenses within thirty (30) days after receipt of TRANSYSTEMS' statement therefor, TRANSYSTEMS shall be entitled interest on the unpaid amounts due TRANSYSTEMS at the lesser of: i) 1.5 % per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due TRANSYSTEMS shall bear said rate of interest from the thirtieth day after CLIENT's receipt of TRANSYSTEMS' statement, until the entire unpaid balance has been paid to TRANSYSTEMS. In addition to being entitled to interest, TRANSYSTEMS may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until TRANSYSTEMS has been paid in full all amounts due for Services, expenses, and charges.

Section 5.5.2 Payments after Termination by Client. In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due TRANSYSTEMS for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services.

In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.3 Payments after Termination by TranSystems. In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.4 Records. Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CLIENT desires to have copies of such records, copies will be made available to CLIENT upon CLIENT's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

Section 5.5.5 Cost Factors. Whenever a factor is applied to salary costs or other expenses in determining compensation payable to TRANSYSTEMS that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by TRANSYSTEMS and consistent with TRANSYSTEMS' overall compensation practices and procedures.

SECTION 6
OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TranSystems' opinion of probable construction cost.

SECTION 7
GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.1.1 Replacement of TranSystems. If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by TRANSYSTEMS.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or CONSULTANTS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and CONSULTANTS from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this Agreement.

Section 7.3 Delivery of Electronic Files. In the event that CLIENT requests any electronic deliverables under this agreement, TRANSYSTEMS and CLIENT shall execute a separate CADD agreement. Otherwise, in accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the CLIENT agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The CLIENT further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance

period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than TRANSYSTEMS or from any reuse of the electronic files without the prior written consent of TRANSYSTEMS.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TRANSYSTEMS be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Section 7.4 Standard of Practice, Warranties. Services performed by the TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and TRANSYSTEMSs) pursuant to this Agreement.

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance.

Section 7.6.1 TranSystems Insurance. TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of

certification thereof:

(a) Worker's Compensation and Employer's Liability
Worker's Compensation Statutory
Employer's Liability
$500,000/$500,000/$500,000

(b) Comprehensive Automobile Liability
$1,000,000 combined single limit Bodily Injury and Property Damage

(c) Comprehensive General Liability

$1,000,000 -	per occurrence
$2,000,000 -	annual aggregate
$2,000,000 -	product / completed operations per occurrence
$1,000,000 -	personal injury / advertising liability

(d) Umbrella/Excess Liability

$1,000,000 -	per occurrence
$1,000,000 -	annual aggregate

(e) Professional Liability Insurance in an amount of $1,000,000 per claim and $2,000,000 annual aggregate.

Section 7.6.2 Client Insurance. If, pursuant to the provisions of this agreement, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified herein. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 TranSystems Indemnification.

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable. TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

Section 7.7.3 Client Indemnification. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold TRANSYSTEMS harmless from any damage, liability or cost (including reasonable

attorney's fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement. The CLIENT is not obligated to indemnify TRANSYSTEMS in any manner whatsoever for TRANSYSTEMS' own negligence.

Section 7.7.4 Contractors Indemnification. CLIENT agrees to cause each of its other contractors on the Project to include an indemnification provision in CLIENT's contract with each such contractor that indemnifies and holds harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

Section 7.7.5 Employee Claims. TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, it's employees, agents or subcontractors).

Section 7.7.6 Consequential Damages. To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

Section 7.7.7 Limitation of Liability. To the fullest extent permitted by law, TRANSYSTEMS' and/or its individual principals, directors, officers, employees, agents and servants of the firm total liability to CLIENT for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services (including TRANSYSTEMS' indemnity obligations hereunder) shall not exceed the total compensation received by TRANSYSTEMS under this Agreement or the limits of any professional liability requirements set forth in Section 7.6.1(e) whichever is less.

Section 7.7.8 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.8 Betterment. If, due to TRANSYSTEMS's negligence, a required item or component of the Project is omitted from TRANSYSTEMS's construction documents, TRANSYSTEMS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Section 7.9 Protection From Supplanting Consultant. In consideration of the risks and rewards involved in this Project, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultants employed by the CLIENT on this project and from any claims of copyright or patent infringement by TRANSYSTEMS arising from the use of any documents prepared or provided by the CLIENT or any prior consultants of the CLIENT. The CLIENT warrants that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or

patent infringement or violation of any other party's rights in intellectual property.

Section 7.10 Use of Logo. CLIENT grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use CLIENT's name and logo in TRANSYSTEMS's marketing materials such as press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until CLIENT shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

SECTION 8
SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Section 8.1 Special Provisions. This Agreement is subject to no special provisions or [Add applicable sections from "Additional/Alternate contract terms"]

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

Exhibit A - Project Description, Basic Services and Schedule
Exhibit B - TRANSYSTEMS' Schedule of Rates and Expenses

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and TRANSYSTEMS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Section 8.4 Hazardous Materials. Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Attorneys Fees. In the event that either party hereto employs an attorney to enforce any provision of this Agreement or to collect damages for default or breach of this Agreement, or pursue claims in

litigation or arbitration, the prevailing party in any such action shall be entitled to recover from the other such attorneys' fees and costs of collection as the prevailing party may expend or incur with respect thereto. In the event that a settlement is reached between the parties before a final decision in any such litigation or arbitration, then neither party shall be entitled to recover its attorneys fees or costs from the other and neither party shall be responsible for the other party's attorney's fees or costs, unless otherwise agreed by the parties.

Section 8.6 Disputes. In the event a dispute arises between TRANSYSTEMS and CLIENT regarding the application or interpretation of any provision of this Agreement, or quality of Services by TRANSYSTEMS, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8,5 above) and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Missouri and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Jackson County, Missouri, or the United States District Court for the Western District of Missouri.

It is intended by the parties to this Agreement that TRANSYSTEMS' services in connection with the Project shall not subject TRANSYSTEMS' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against TRANSYSTEMS, an interstate corporation, and not against any of TRANSYSTEMS' individual employees, officers or directors.

Section 8.7 Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.8 Representations and Remedies. TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

Section 8.9 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.10 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

Dan Johnson
Project Engineer
City of Joplin
602 S. Main
Joplin, Mo, 64801

If to TRANSYSTEMS:

Shawn Turner, Vice President
Attn: Doug Parke
2400 Pershing Road
Suite 400
Kansas City, MO 64108

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and TRANSYSTEMS.

Section 8.11 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Missouri.

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

Section 8.12 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by whom requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

As used herein, the word "certify" shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

Section 8.13 Execution of Documents. TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____ 2013.

City of Joplin, Missouri

By:_____

Printed Name:_____

Title:_____

Date:_____

TranSystems Corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

EXHIBIT A
Basic Services and Schedule

OVERVIEW

The project limits for this contract are as follows:

1. Design of ditch improvements along the east side of Euclid Avenue between Rolla Street and Odessa Street. The ditch improvements will include the upgrading of the existing open ditch to an enclosed drainage system with curb inlets at sideroads. Grading and inlet placement will consider future sidewalk.

PHASE I
PRELIMINARY PLANS

TASK 100: FIELD SURVEYS / BASEMAPPING:

101 Coordinate and manage survey tasks to maintain schedule and completion of a preliminary survey planimetric base map, tin model (DTM) and Existing Right-of-Way base map.

102 Establish project Horizontal Control Points. Horizontal Project Datum would be referenced to Missouri State Plane Coordinate System, NAD 1983 (HARN), West Zone Datum. Approximately five (5) control points will be set using ½" x 18" length Iron bars and Traverse Control Caps for Primary project control along each project corridor.

103 Establish Vertical Project Benchmarks. Vertical Project Datum would be referenced to North American Vertical Datum 1988 (NAVD88). Project Benchmarks will be established at approximately 1000' intervals and at intersections of cross streets.

104 Conduct and locate field survey information for the following:

- Full planimetric and topographic survey for a corridor width of 150' along Euclid (50' west and 100' east of centerline) from 250' southwest of Odessa to 150' northeast of Rolla.
- Hard Shots (centerline, edge of pavement and edge of shoulder) along the entire length of the corridor.
- Preparation of a planimetric base map at a drawing scale of 1"=20' and 1 foot contours for the Digital Terrain Model (DTM) according to MoDOT Standards.

105 Coordinate with utility locators and Missouri One-Call to identify the existing utilities within the survey limits. Surveyors will call Missouri One-call locators an estimated two times for them to respond and properly mark the existing utilities along the project corridor. Surveyors cannot warrant the responsiveness of the appropriate utility locators in response to our request. Field survey crews will locate all field marks (paint and flags) to provide an approximate location on project base map. Coordinate with private owners for possible private owned utility lines if evidence is found of such ownership during standard field survey processes.

106 Coordinate with the City of Joplin to obtain Title Reports (Ownership, Easements and Encumbrances - OE&E's) with all supportive documentation such as the last Deed of record for the adjacent properties along the project corridor. OE&E's shall be provided by the City of Joplin.

107 Recover, locate and reestablish section corners where applicable to project. Search, recover and locate existing physical evidence and property corners to establish existing Right of Way for Euclid Avenue along the project corridor. Prepare an Existing Right of Way, Ownership Base Map using a combination of the Title Reports (O&E&E's) with all supportive documentation, City Right-of-Way plans, field survey data and existing survey's of record.

108 Establish existing centerline for Euclid Avenue.

109 Conduct miscellaneous field check of existing planimetric base map for accuracy.

110 Establish and record the necessary documentation for the recovered existent or reestablished section corners for the project.

111 Prepare Temporary Construction Easement descriptions and new permanent Right-of-Way descriptions for affected tracts. It is estimated that 13 tracts will be affected for a total of 13 separate descriptions. Each legal description will be prepared after Right-of-way plans are submitted and no modifications are included in this agreement. Legal descriptions will be written as strip descriptions (e.g. west 30 feet of south 20 feet of Lot 1, XYZ Subdivision) for platted lots. Unplatted lots will be written by meets and bounds.

TASK 200: ROADWAY:

201 Prepare conceptual layouts of the ditch improvements including typical sections, horizontal/vertical alignments, enclosed storm sewer layout and tentative sidewalk layout (for future installation). A basis of design report will be prepared outlining the size of proposed storm sewer and concept level cost estimate.

202 Site Visit (1) for design team to become familiar with actual site characteristics, take photos to document existing conditions and meet City staff if possible.

203 Meet with the City to obtain concurrence of typical sections, horizontal/vertical alignments, enclosed storm sewer layout and tentative sidewalk layout (for future installation) and finalize design criteria.

204 Coordinate preparation of project base map with surveyors.

205 Refine horizontal and vertical alignments.

206 Design enclosed drainage systems within the limits of the proposed roadway defined on the approved concept plan. Includes calculating drainage areas for all curb inlets and field inlets in the proposed area, designing pipes to accommodate the flow per city specifications. The system will connect to the existing storm sewer system (open ditch). However, no evaluation of the existing system, either downstream or upstream, of the proposed system is included in this agreement.

207 Design permanent erosion control measures at outlets of storm sewer pipes.

208 Develop preliminary cross sections.

209 Assist with development of preliminary construction sequencing plan (See Task 301).

210 Prepare Preliminary Plans (see Deliverables section for specific sheet types and estimated number).

211 Develop preliminary quantities.

212 Prepare Opinion of Probable Construction Costs.

213 Quality control review plans and opinions of probable construction cost.

214 Submit preliminary plans and opinions of probable construction cost (See deliverables for number and destination of submittals)

215 Roadway personnel to lead, coordinate, and plan one (1) combined review meeting, prepare and distribute meeting minutes. (Field Check)

216 Up to two (2) meetings will be included in Joplin as noted in tasks 203 and 215. These may include full project team meetings or partial design team meetings to verify existing field conditions or coordinate with City staff. Additional meetings will be conducted via telephone conference calls or similar remote means.

217 Coordinating activities with subconsultant (transfer of files, sketches, e-mails, phone, etc.).

218 Project administration/management. Project set-up, invoices, monthly progress reports, coordination with project disciplines, project budget and schedule monitoring, etc.

TASK 300: TRAFFIC:

301 Develop preliminary construction sequencing plan. At this point it will only include general shading of the construction areas in each phase along with a narrative explaining how traffic will be carried through construction or via detours. This agreement is limited to maintaining traffic along Euclid and potential temporary closures of sidestreets. No detouring of traffic is anticipated.

302 Prepare preliminary plan sheets (see Deliverables section for specific sheet types and estimated number).

PRELIMINARY PLAN PHASE DELIVERABLES

Preliminary Plans are anticipated to include the following (22" x 34") sheets:

• Title Sheet	(1)
• Typical Sections	(1)
• Plan/Profile Sheets (1" = 20')	(2)
• Storm Sewer Profiles	(2)
• Traffic Control Plans and Details	(1)
• Cross Section (25-ft Intervals)	(15)
ESTIMATED TOTAL SHEETS	(22)

Deliver the following:

- **City :**
  Four (4) half-size sets of Preliminary Plans (paper)
  Printed copy of the Estimate of Probable Construction Cost
  PDF of Preliminary Plans on CD
- **TranSystems**
  One (1) half-size set of Preliminary Plans to serve as TranSystems "Record as Sent" copy

PHASE II
FINAL PLANS AND PROJECT LETTING

TASK 400: ROADWAY:

401 Incorporate City comments from Preliminary Plan review.
402 Finalize Pavement / Curb Layout sheets.
403 Finalize Intersection Layout sheets.
404 Finalize all storm sewer system design.
405 Finalize Erosion and Sediment Control design.
406 Prepare Final Plans (See Final Plan Phase Deliverables for specific sheet types and estimated number)
407 Calculate and check final quantities.
408 Prepare Job Special Provisions (JSP's) and assist in the preparation of the bid documents.
409 Update the opinion of probable construction cost. Estimate will utilize MoDOT's estimator program (Bid Tab Pro) and historical bid tabs from recent City projects to facilitate preparation of the estimate. Final deliverable will be in Excel spreadsheet format or PDF copy.
410 Submit final plans and opinions of probable construction (See deliverables for number and destination of submittals)
411 Lead, coordinate, and plan one combined final review meeting with City.
412 Incorporate City comments into plan set.
413 Provide QA/QC check on roadway plans, special provisions and quantities.
414 Roadway personnel will attend up to one (1) meeting in Joplin as noted on task 412. This may include full project team meeting or partial design team meeting to coordinate with City staff. Additional meetings will be conducted via telephone conference calls or similar remote means.
415 Coordinating activities with subconsultant (transfer of files, sketches, e-mails, phone, etc.).
416 Project administration/management. Invoices, monthly progress reports, coordination with project disciplines, project budget monitoring, etc.
417 Roadway personnel to attend and lead one (1) Pre-Bid Meeting (includes up to two staff members).
418 Answer written Contractor questions prior to bid.
419 Assist City of Joplin in preparation of up to one (1) Addendum.

TASK 500: TRAFFIC:

501 Prepare Traffic Control Plan, which will designate temporary signage and closures. The scope of design is limited to maintaining traffic along Euclid and temporary closures of sidestreets. No detouring of traffic is anticipated. Local access will be determined by the successful contractor.
502 Prepare quantity calculations and summary table for all Traffic items per City Standards

TASK 600: ENVIRONMENTAL:

601 This task includes preparation of NPDES Notice of Intent for General Permit (NOI) forms as well as Storm Water Pollution Prevention Plan (SWPPP) for construction forms for submittal to the MoDNR. TranSystems will provide consultation to the contractor submitting the NOI and SWPPP for the additional project study area, including the answering project specific questions and details concerning other permitting issues for the project. The NPDES / NOI application will be prepared by TranSystems and delivered to the City of Joplin. The City will attached the necessary permit fee and deliver to MoDNR.

FINAL PLAN PHASE DELIVERABLES

Final Plans are anticipated to include the following (22" x 34") sheets:

• Title Sheet	(1)
• Typical Sections	(1)
• Quantity Summary Sheets	(1)
• Plan/Profile Sheets – (1" = 20')	(2)
• Reference Points Sheets	(1)
• Coordinate Point Sheet	(1)
• Pavement/Curb Layout Sheets	(2)
• Intersection Layout Sheets	(4)
• Erosion Control Sheets	(5)
• Storm Sewer Profile Sheets	(2)
• Drainage Data Sheet	(1)
• Traffic Control Sheets	(1)
• Cross Sections (25-ft Intervals)	(15)
• ESTIMATED TOTAL SHEETS	(38)

Deliver the following:

- **City :**
  Four (4) half-size sets of Final Plans (paper)
  Printed copy of the Estimate of Probable Construction Cost
  PDF of Preliminary Plans on CD
- **TranSystems**
  One (1) half-size set of Preliminary Plans to serve as TranSystems "Record as Sent" copy

PHASE III
CONSTRUCTION SERVICES

TASK 1000: CONSTRUCTION MANAGEMENT:

The following general scope of work is included in this agreement. However, this work will not be undertaken unless written authorization to provide Construction Management services is provided to TranSystems by the City of Joplin. **If said authorization is given, this scope, construction schedule and fee will be renegotiated and revised to fit the final project conditions.**

The scope of this work includes the project observation, construction administration, and documentation for the above referenced project. It is required that the material testers must be MoDOT certified to perform the specific applicable tests. It does not include plant inspection for asphalt or concrete production, does not include inspection of girder fabrication for bridge construction or precast plant inspection for drainage items.

TranSystems will provide one (1) on-site inspector that will report directly to the City Engineer. It is envisioned that the City or others will provide all of the on and off-site inspections (compaction, concrete, asphalt plant, concrete plant, fabrications, etc).

The primary tasks may consist of the following items:

1001 Design Professional:

Road

- Attendance at pre-construction meeting
- Review roadway related shop drawings.
  - Storm Inlets
  - Storm Sewer Pipe Certification
  - Concrete Mix Designs
  - Asphalt Mix Designs
  - Pavement Marking Material Certification
  - Signing Material Certification
- Up to one (1) Site visits during construction
- Respond to Contractor's Request for Information (RFI's). Include responses to up to 20 RFI's
- Provide Record Drawings for the roadway plans

1002 Contract Administration:

- Pre-construction reviews of plans, quantities, and specifications
- Take responsible charge for the daily administration of the project.
- Daily construction administration and coordination with the Contractor and property owners
- Serve as the main point of contact between the property owners/City. This will include processing complaints from property owners.
- Schedule and administer a weekly construction progress meeting. This will include the incorporation of necessary utility relocations. Take and distribute meeting minutes to the City and other attendees. It is anticipated that one meeting per week for the duration of the project will be needed. The construction schedule will be continually monitored, and when necessary, assist the contractor with schedule revisions to demonstrate a clear prosecution and progress toward meeting the contract completion date.

- TranSystems will assist in the preparation of monthly pay estimates. This includes meeting with the contractor and Engineering personnel monthly to review, prepare and submit intermediate monthly pay estimates.
- Keep and maintain project files of the contractor's certifications of materials incorporated into the project. City will approve all materials certifications prior to their incorporation into the project.
- Advise City Engineering personnel, and the contractor or its superintendent immediately of the commencement of any work requiring a shop drawing submission if the submission has not been accepted by the design professional.
- Report to City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with plans, specifications, and design concepts.
- TranSystems will assist City in the preparation of change orders. This includes reviewing the information, providing recommendations for approval or disapproval, distribution, processing and approval.
- Review the final pay estimate and the final change order and submit to City.

1003 Daily construction inspection and documentation:

Be on-site when the contractor is working on contract items that require inspection as designated in the Contract Documents. It is anticipated that this will include work on items for contract pay and any subsidiary item to that line item, including (but not limited to) the following major tasks:

- Grading
- Pavement Base
- Concrete Paving
- Asphalt Paving
- Final Grading
- Seeding

Items included in the tasks above are:

- Compile a daily diary that documents the contractor's construction activity, contractor's personnel and equipment utilized.
- Determine whether or not the contractor is generally adhering to the specifications and plan documents through on-going observations.
- Provide field book documentation of contract pay items as they are incorporated into the project.
- Provide daily oversight of the project traffic control and detour signage. This task will also include reviews of nighttime traffic control set-ups and nighttime reviews (drive-through's) of major traffic control phase changes.
- Provide weekly oversight of the projects erosion control measures or after a ½ inch rain event on project required documentation.
- Provide transportation, equipment, tools and incidentals as necessary to perform construction site monitoring services.
- Completion of a punch list

1004 Post construction activities to determine that the project is completed and accepted:

- Attend one (1) final walk-through of each project. Compile notes and distribute the final punch list (including a list of corrections and exceptions) to the prime contractor and City. Prior to final walk-through submit to the contractor a list of items observed to require completion or correction.
- Attend one (1) final close out meeting.

PROPOSAL CONDITIONS

General:

1. Access to all properties will be obtained by the City to perform the required. See Schedule for dates by which this must be completed.
2. All plans will be similar to standard MoDOT plan format. However, minor variations from MoDOT standards will occur at the discretion of TranSystems to enhance plan clarity.
3. Electronic files (PDF's) of the plans will be submitted to the City only. CAD deliverables are not part of this agreement.
4. City will compile the "front end" of the specifications and will be responsible for the advertisement, distribution of plans, bid opening and bid concurrence the project (including all printing costs).
5. Significant project revisions that occur after Preliminary Plan approval will be considered just cause for modification to scope, schedule and fee in accordance with the terms of this agreement.
6. The City of Joplin will be responsible for all utility relocation and coordination with the various owners of utilities impacted by the project. TranSystems will provide PDF copies of current plans as requested by the City to facilitate this coordination. No meetings with utilities are included in this agreement.
7. Only review meetings and coordination with City of Joplin are included in this agreement. Coordination with other entities will be considered additional services.
8. All title work outlined herein will be obtained by the City of Joplin. All costs associated with obtaining said title work will be borne by the City.
9. Once the number of parcels that will require Right-of-Way and/or Easements is known, the costs associated with Right-of-Way acquisition will be determined and negotiated as a supplemental item.

Roadway:

10. All roadways will be designed to City Standards. No pavement design is included in this agreement.
11. Design of fences or gates are not included in this agreement.
12. The design of utility relocations is not included in this contract. The design/detailing of adjustments to any existing utility can be added via negotiated supplement at the city's request.
13. There will be no plan review by MoDOT or other outside agencies.
14. The preparation for and attendance at City Council meeting is not included in the scope of services.

Surveying:

15. A Preliminary Location Survey per MoDOT Standards will not be required since all rights-of-way and easements being obtained for this project will be City rights-of-way and easements.
16. Government Land Corners (Section corners and/or Quarter section corners) are existent and of record with the Missouri Department of Natural Resources.
17. TranSystems will survey established utility markings as established by utility One- Call Locators along the project corridor. No utility potholes staking or locating from field surveying methods are included with this scope of services.
18. New right-of-way monumentation is not included as part of this agreement.

Lighting:

19. Design of continuous or decorative street lighting is not anticipated and therefore not included as part of this agreement.

Environmental:

20. With the exception of the NPDES Notice of Intent for General Permit (NOI) permit, it is assumed that he City of Joplin will be responsible for all environmental permitting including the Categorical Exclusion (CE) and mitigation fees associated with the project.
21. Additional environmental investigations, testing and reports that are not listed in the above scope of services, if required, will be negotiated as supplemental services once the exact scope is determined.
22. The Storm Water Pollution Prevention Plan (SWPPP) will be updated and maintained by the construction contractor. It shall be the Contractor's responsibility to keep an updated copy of the SWPPP on site at all times.

SCHEDULE

The phases of work will be completed in accordance with the following schedule (assumes a Notice to Proceed (NTP) on or about October 15, 2013). This schedule assumes prompt responses from the City. A maximum of one (1) week is anticipated to review submittals and return comments to the design team.

1. **CONCEPTUAL STUDY:** Submittal by December 15, 2014.

2. **PRELIMINARY ROADWAY PLANS** Submittal by February 15, 2014. .

3. **FINAL ELECTRONIC SIGNED AND SEALED ROADWAY AND JSP's** Submittal by April 4, 2014.

4. **UTILITY RELOCATION** by May, 2013. At the date of execution of this contract, the extent and specifics of utility relocation/coordination is unknown. The City agrees to perform all utility coordination as noted herein. The engineering contract will be amended should the City decide design assistance is needed to facilitate utility relocations.

5. **CONSTRUCTION MANAGEMENT SERVICES** This includes assistance and input after the bid letting, for a pre-construction conference, design professional services during construction and assistance with construction inspection.

The CLIENT will grant time extensions for unavoidable delays beyond the control of the CONSULTANT. Requests for extensions of time shall be in writing by the CONSULTANT, before the specific phase of work is due, stating fully the reasons for the request.

EXHIBIT B

TranSystems Corporation
Schedule of Hourly Rates for 2013
Kansas City Office

Classification	Rate	Classification	Rate
Principal/Engineer V	$270	Surveyor V	$156
Engineer IV	$197	Surveyor IV	$109
Engineer Manager	$155	Surveyor III	$89
Engineer III	$148	Surveyor II	$67
Engineer II	$119	Surveyor I	$53
Engineer I	$96	Three-Person Survey Crew	$187
Architect IV	$184	Two-Person Survey Crew	$133
Architect III	$120	Industry Specialist IV	$185
Planner IV	$195	Industry Specialist Manager	$150
Planner III	$130	Industry Specialist III	$104
Planner II	$96	Inspector V	$200
Planner I	$75	Inspector IV	$119
Scientist IV	$169	Inspector III	$88
Scientist III	$108	Inspector II	$70
Scientist II	$85	Inspector I	$58
Scientist I	$76	Administrator IV	$213
Technician V	$148	Administrator III	$210
Technician IV	$112	Administrator II	$77
Technician III	$92	Administrator I	$59
Technician II	$78	Clerical III	$74
Technician I	$63	Clerical II	$63
		Clerical I	$50

- Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
- Vehicle mileage to be paid at the current IRS rate per mile.
- The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2013. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

9/19/13

EXHIBIT III
Euclid Drainage Improvements
City of Joplin, Missouri

BASIC DESIGN SERVICES ESTIMATE

Design and Detailing Effort :

E5	0	hours @	$270.00	=	$0.00	
E4	56	hours @	$197.00	=	$11,032.00	
E3	144	hours @	$155.00	=	$22,320.00	
E2	208	hours @	$119.00	=	$24,752.00	
E1	0	hours @	$96.00	=	$0.00	
T5	0	hours @	$148.00	=	$0.00	
T4	0	hours @	$112.00	=	$0.00	
T3	210	hours @	$92.00	=	$19,320.00	
T2	0	hours @	$78.00	=	$0.00	
T1	0	hours @	$63.00	=	$0.00	
SC3	16	hours @	$108.00	=	$1,728.00	
SC2	40	hours @	$85.00	=	$3,400.00	
I3	0	hours @	$88.00	=	$0.00	
Total Hours	674				Total Fee=	$82,552.00

Expenses :

Subconsultants:

Tri-State Engineering (Surveying)				=	$14,954.00	
					Subtotal - Subconsultants:	$14,954.00

Expenses (Design):

Mileage:						
Design	1400	miles @	$ 0.56	=	$784.00	
Others	0	miles @	$ 0.56	=	$0.00	
Printing (plan reviews)				=	$300.00	
					Subtotal - Other Expenses :	$1,084.00

GRAND TOTAL COST (DESIGN): $98,590.00

CONSTRUCTION MANAGEMENT SERVICES ESTIMATE

Construction Management:

E5	0	hours @	$270.00	=	$0.00	
E4	24	hours @	$197.00	=	$4,728.00	
E3	32	hours @	$155.00	=	$4,960.00	
E2	60	hours @	$119.00	=	$7,140.00	
E1	0	hours @	$96.00	=	$0.00	
T5	0	hours @	$148.00	=	$0.00	
T4	80	hours @	$112.00	=	$8,960.00	
T3	0	hours @	$92.00	=	$0.00	
T2	0	hours @	$78.00	=	$0.00	
T1	0	hours @	$63.00	=	$0.00	
I3	720	hours @	$88.00	=	$63,360.00	
Total Hours	916				Total Fee=	$89,148.00

Expenses :

Expenses (Construction):

Mileage:						
Constr. Mngt.	8100	miles @	$ 0.56	=	$4,536.00	
Misc. Construction Expenses				=	$900.00	
Misc. Expenses (Delivery Services, Printing, etc.)				=	$100.00	
					Subtotal - Other Expenses :	$5,536.00

GRAND TOTAL COST (CONSTRUCTION): $94,684.00

GRAND TOTAL COST (DESIGN &CONSTRUCTION): $193,274.00

9/19/2013

EXHIBIT III

Euclid Drainage Improvements

City of Joplin, Missouri

WORKFORCE AND FEE ESTIMATE

ESTIMATE OF HOURS

		E6	E4	E3	E2	E1	T5	T4	T3	T2	T1	SC3	SC2	SC1	S4	S3	S2	C2	I3
		$270	$197	$155	$119	$98	$148	$112	$92	$78	$63	$108	$85	$76	$109	$89	$67	$63	$88
100	FIELD SURVEYS / BASEMAPPING																		
101	Coordination and management survey tasks																		
102	Establishment of horizontal control																		
103	Establishment of vertical control																		
104	Conduct and locate field survey data																		
105	Coordination and location of existing utilities																		
106	Research and Obtain Last Deed of Record	See Subconsultant Fee																	
107	Research, recover and establish existing right-of-way and sections																		
108	Establish and staking of Centerline 15th and 20th Street																		
109	Miscellaneous Field Check of existing topography																		
110	Establish and record Land Corner Reference Reports																		
111	Project survey administration																		
112	Conduct and Prepare TCE Survey Descriptions																		
	Total Hours for TranSystems (100 Series)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
200	ROADWAY - PRELIMINARY DESIGN																		
201	Conceptual layouts of typical sections, horiz/vert alignments			4	8				8										
202	Site visits (1)			8	8														
203	Meet w/ City to finalize design criteria		2	2	2														
204	Coordinate prep of basemap with surveyors			4	2				2										
205	Refine horizontal/vertical alignments				4				2										
206	Design enclosed drainage systems			2	24														
207	Design permanent erosion control @ outfalls of storm sewer pipes				4				4										
208	Develop preliminary cross sections			2	16				8										
209	Assist in the development of the construction sequencing plan				4				4										
210	Prepare preliminary plans																		
	• Title sheet								2										
	• Typical sections (1 sheets)								4										
	• Plan/profile sheets (2 sheets)								16										
	• Storm sewer profiles (2 sheets)								16										
	• Cross sections (15 sheets)								16										
	• Traffic plans/details (See items under Task 300)		See 302																
211	Calculate and check preliminary quantities			2	4				4										
212	Prepare opinion of probable construction costs			2	2														
213	Quality control of plans and review of probable construction costs		4	4															
214	Submit prelim plans/costs to City			2	2				2										
215	Lead, coordinate, plan Field Check. Write/distribute meeting minutes		2	8	8														
216	Progress meetings w/ City (2 meetings) - phone conference		2	2	2														
217	Coordinate activities with subconsultant			8															
218	Project administration/management		8	8															
	Total Hours for TranSystems (200 Series)	0	18	58	90	0	0	0	88	0	0	0	0	0	0	0	0	0	0
300	TRAFFIC - PRELIMINARY DESIGN																		
301	Develop preliminary construction sequencing plan		2	4					4										
302	Prepare preliminary plan sheets		2	2					2										
	Total Hours for TranSystems (300 Series)	0	4	6	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0
400	ROADWAY - FINAL DESIGN																		
401	Incorporate Preliminary Plan comments into plans			2	8				8										
402	Finalize Pavement / Curb Layouts				4														
403	Finalize Intersection Layout Sheets				8														
404	Finalize Storm Sewer System Design			2	8														
405	Finalize design of erosion control measures				4				4										
408	Prepare final plans																		
	• Title sheet								2										
	• Typical sections								2										
	• Quantity summary sheets								4										
	• Plan/profile sheets (2 sheets)								8										
	• Reference points sheets (1 sheet)								4										
	• Coordinate points sheet (1 sheet)								4										
	• Pavement/Curb Layout sheets (2 sheets)								4										
	• Intersection Layout sheets (2 sheets)								8										
	• Traffic control sheets (See items under Task 800)																		
	• Erosion Control sheets (2 sheets)								4										
	• Culvert sections / Storm sewer profiles (2 sheets)								4										
	• Drainage data sheets (1 sheet)								4										
	• Cross sections (24 sheets)								8										
407	Calculate and check final quantities			2	4				4										
408	Prepare Job Special Provisions and assist with Bid documents		8	16	16														
409	Update opinion of probable construction costs			2	2				2										
410	Submit final plans/costs to City for review			2	2				2										
411	Lead, coordinate and plan combined final review meeting		2	10	8														
412	Incorporate City comments into plans			4	8				8										
413	Quality control of plans and review of probable construction costs		4	4					4										
414	Progress meetings w/ City (1 meeting) - Phone Conference		2	2	2														
415	Coordinate activities with subconsultant			4															
416	Project administration/management		4	4															
417	Attend pre-bid meeting		2	10	8														
418	Answer Written Contractor Questions		4	8	8				8										
419	Assist City in preparing addendum (1) (if necessary)		4	8	8														
	Total Hours for TranSystems (400 Series)	0	30	80	98	0	0	0	96	0	0	0	0	0	0	0	0	0	0

9/19/2013

EXHIBIT III

Euclid Drainage Improvements

City of Joplin, Missouri

WORKFORCE AND FEE ESTIMATE
ESTIMATE OF HOURS

		E5	E4	E3	E2	E1	T5	T4	T3	T2	T1	SC3	SC2	SC1	S4	S3	S2	C2	I3
		$270	$197	$155	$119	$96	$148	$112	$92	$78	$63	$108	$85	$76	$109	$89	$67	$63	$88
500:	TRAFFIC - FINAL DESIGN																		
501	Prepare Traffic Control Plan		2		16				16										
502	Prepare Quantities and Summary Tables		2		4				4										
	Total Hours for TranSystems (500 Series)	0	4	0	20	0	0	0	20	0	0	0	0	0	0	0	0	0	0
600 -	ENVIRONMENTAL - FINAL DESIGN																		
601	Preparation of NPDES Permit (Notice of Intent for Gen. Permit (NOI)											8	8						
	Preparation of SWPPP											8	32						
	Total Hours for TranSystems (600 Series)	0	0	0	0	0	0	0	0	0	0	16	40	0	0	0	0	0	0
1100 -	CONSTRUCTION MANAGEMENT - CONSTRUCTION																		
1101	Design Professional																		
1102	Contract Administration		8	16	32			24											
1103	Daily Construction Inspection and Documentation																		
	0.05 Grading			8	8			16											140
	0.10 Pavement Base			4	4			8											120
	0.15 Concrete paving			4	4			8											120
	0.20 Asphalt Paving				4			8											120
	0.25 Final grading				4			8											80
	0.30 Seeding				4			8											60
1104	Post Construction Activities		16																80
	Total Hours for TranSystems (1100 Series)	0	24	32	60	0	0	80	0	0	0	0	0	0	0	0	0	0	720
	Total Hours for TranSystems (Design)	0	56	144	208	0	0	0	210	0	0	16	40	0	0	0	0	0	0
	Total Hours for TranSystems (Construction Management)	0	24	32	60	0	0	80	0	0	0	0	0	0	0	0	0	0	720

COUNCIL BILL NO. 2013-344 ORDINANCE NO.

AN ORDINANCE approving by and between the City of Joplin and TranSystems Corporation an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Ninety Eight Thousand Five Hundred Ninety Dollars and No/100 Dollars ($98,590) and authorizing the Director of 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 TranSystems Corporation an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Ninety Eight Thousand Five Hundred Ninety and No/100 Dollars ($98,590.00).

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 Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Parks & Stormwater Sales Tax fund, 130-4555-530-8665 Project TS0613 to pay the amount called for in said Agreement.

_____
Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 18, 2013
Council Bill No. 2013-345

Item: Ditch and Culvert Improvements Peters Avenue from 9th St. to 12th St., Consultant Agreement

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Agreement with Estimate of Engineering Costs
3) Council Bill No. 2013-345

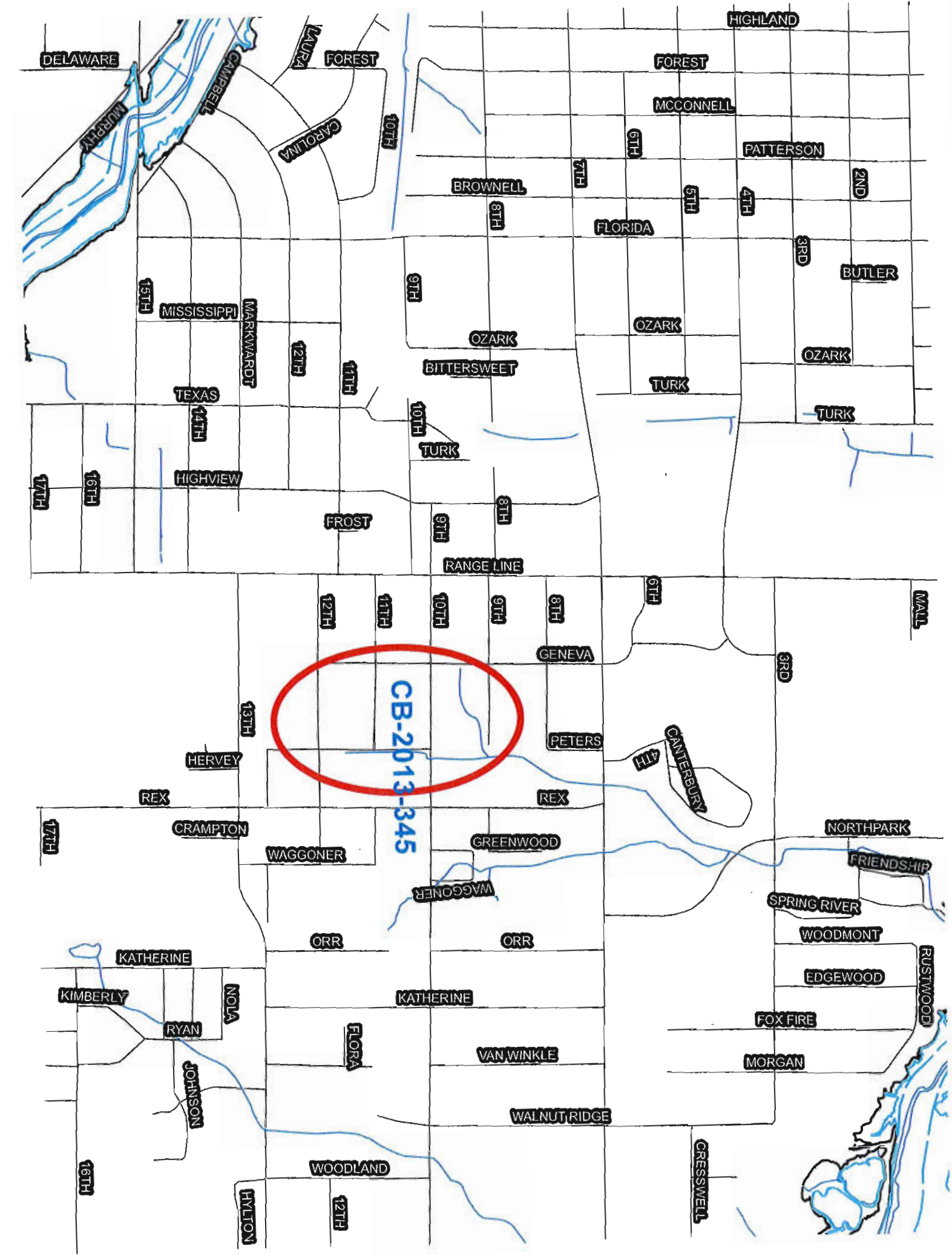
Engineering: Dan Johnson DJ Date 11-11-13
Department Head: Nicholas A. Heatherly NAH Date: 11/11/13
Finance Department: Leslie Haase LH Date: 11-12-13
City Attorney: Brian Head Date: 11-11-13
Interim City Manager: Mark Rohr MR Date: 11-11-13

Recommended Action: Approval of Consultant Agreement with CJW Transportation Consultants, LLC not to exceed the amount of $50,400.00 for surveying and civil engineering consultation and advice for the Ditch and Culvert Improvements Peters Avenue from 9th St. to 12th St.

Background: The Parks and Storm Water Sales Tax was approved by voters in 2011. A new culvert has been built at 10th Street and Peters Avenue as part of the previous storm water improvement program. While designing that project City staff recognized the need for further improvements in the area. Peters Avenue frequently overtops near 11th Street at an undersized pair of pipes. Excess stormwater runoff from the west results in overtopping of Geneva Avenue and then 10th & 11th Streets before getting into the existing open channel at 10th & Peters Avenue.

Discussion: A request for qualifications was sent to consultants for nine possible drainage improvement projects. Staff reviewed qualifications from eighteen consultants. CJW Transportation Consultants, LLC. was chosen for this particular project. The fee for design services is within industry standards.

Recommendation: It is recommended that an award of the Consultant Agreement with CJW Transportation Consultants, LLC not to exceed the amount of $50,400.00 for surveying and civil engineering consultation and advice for the Ditch and Culvert Improvements Peters Avenue from 9th St. to 12th St.


DELAWARE
MURPHY
CAMPBELL
LAURA
FOREST
CAROLINA
10TH
HIGHLAND
FOREST
MCCONNELL
6TH
PATTERSON
7TH
BROWNELL
8TH
5TH
4TH
2ND
FLORIDA
3RD
BUTLER
15TH
MISSISSIPPI
MARKWARDT
9TH
OZARK
12TH
11TH
BITTERSWEET
TURK
TEXAS
14TH
10TH
TURK
17TH
16TH
HIGHVIEW
FROST
9TH
8TH
RANGE LINE
12TH
11TH
10TH
9TH
8TH
6TH
MALL
GENEVA
3RD
CB-2013-345
13TH
PETERS
CANTERBURY
4TH
HERVEY
REX
REX
17TH
CRAMPTON
NORTHPARK
GREENWOOD
WAGGONER
FRIENDSHIP
WAGGONER
SPRING RIVER
ORR
ORR
WOODMONT
KATHERINE
EDGEWOOD
RUSTWOOD
KIMBERLY
NOLA
KATHERINE
RYAN
FOX FIRE
FLORA
VAN WINKLE
MORGAN
JOHNSON
WALNUT RIDGE
16TH
WOODLAND
CRESSWELL
HYLTON
12TH

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

PUBLIC WORKS DEPARTMENT OF THE CITY OF JOPLIN ("Owner")

and

CJW TRANSPORTATION CONSULTANTS, LLC ("Engineer").

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

HATTEN'S SUBDIVSION AREA STORMWATER IMPROVEMENTS, PHASE 1 ("Project").

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

Design and production of plans and other certain documents for the construction and construction administration of a yet to be proposed gravity stormwater conveyance improvements and related works as selected by Owner from varied alternatives conceptually developed as a part of this project within the project area described herein to fit a total project budget of $556,000 and a scheduled goal of construction during the Spring or Summer of 2014.

The project area is approximately bound by 9th Street to the north, 12th Street to the south, Peter Avenue (and the approximate projection thereof) to the east, and Geneva Avenue to the west. This area includes portions of the following residential developments:

- **Hatten's Subdivision (c. 1911);**
- **Hatten's Third Addition (c. 1939) and replatted partial portion thereof recorded as Stum's Subdivison (c. 1952).**

The general scope of this project is to study, identify, conceptualize, assess the feasibility of, develop, and assist with the implementation of budget-targeted economical solutions to mitigate existing substandard stormwater conveyances within the aforementioned project area. The Owner has identified the following areas of specific concern in no specific order:

- **Street flooding at the following intersections:**
  - **Geneva Avenue & Eleventh Street,**
  - **Geneva Avenue & alley between Eleventh Street & Tenth Street,**
  - **Geneva Avenue & Tenth Street,**
  - **Geneva Avenue & alley between Tenth Street & Ninth Street;**

- Erosion and other stormwater damage along Peter Avenue between Twelfth Street and Tenth Street;
- Insufficient stormwater capacity of the channel beginning near the intersection of Geneva Avenue & alley between Tenth Street & Ninth Street and running easterly and terminates at an unnamed tributary to Turkey Creek (a ditch which begins near the intersection of Tenth Street and Peter Avenue and flows northerly, approximately following a northerly projection of Peter Avenue).

In addition to the aforementioned Owner-identified areas of concern, the remainder of the project area will be reviewed in general for potential stormwater conveyance or water quality deficiencies which potentially could be economically mitigated through solutions to the areas of concern listed above. Consideration will also be given to runoff and future stormwater conveyances from areas upstream of the identified project area.

Tasks include:

Task 1.0 – Conceptualization and Feasibility Assessment:
Task includes studying the project area as described above and preparing a report which outlines the stormwater needs within the project area, identifies feasible alternatives for mediation, estimates the cost thereof based on historical construction cost provided by the Owner, and recommends a potential economical solution. The Engineer-of-Record (as defined herein) shall convene a meeting hosted by Owner with Owner's representative within sixty (60) calendar days of being issued a notice to proceed to review this report's findings and will collaborate to select a preferred alternative. This study will include:

A. Engineer-of-Record performing an initial site visit to become familiar with the project area;
B. Identifying runoff basins and sub-basins;
C. Estimating runoff quantities;
D. Estimating the effectiveness and failure point of existing conveyance methods, including gutters and ditches;
E. Estimating proposed conveyance sizing and possible routing;
F. Estimating the economic feasibility of the proposed alternate routes;
G. Determine the preferred most economical solution and document justification thereof;
H. Estimate a tentative project development schedule;

Task 2.0 – Right-of-Way Survey & Mapping:
Once the route of the preferred alternative is selected, Engineer shall provide a Land-Surveyor-of-Record (as defined herein) to supervise a topographic and limited cadastral survey of the route area. All surveys and subsequent design shall be referenced to the Missouri [State Plane] Coordinate System of 1983 horizontal datum and to the North American Vertical Datum of 1988 (NAVD88) vertical datum. This task shall include:

A. Identifying landowners of record using the Owner's publically-available geographic information system (hereinafter "GIS") system or other viable means;
B. Researching and acquiring required land records;

C. Performing required field work to gather topographic and other data to prepare a map showing the relief of the land, existing features, and improvements made thereon, as well as enough boundary evidence to show title boundaries on said map and prepare easement descriptions from (if required);
D. Prepare a right-of-way map as described above and digital AutoCAD file thereof;
E. Once Preliminary Design is performed, as described below, update right-of-way maps showing any required takings, with legal descriptions for use by Owner's legal staff or consultants to prepare land title documents to be filed as a part of the right-of-way acquisition process.

Task 3.0 – Basic Engineering Services (Preliminary and Detailed Design):
Using the information found, provided, and prepared in previously described tasks, Engineer shall endeavor to:

A. Prepare preliminary design and begin to draft necessary construction plans, including if required but not limited to: demolition sheets, typical sections, profile sheets, details, etc.;
B. Engineer-of-Record shall convene a meeting to be hosted by Owner to review preliminary design (~30%) with Owner and make any necessary modifications;
C. Prepare or incorporate detailed design plans, specifications, job special provisions, bidding, and contract documents for Owner's intermediate (~60%) and final review (~90%);
D. Revise, finalize, and prepare for issuance said construction documents per Owner's comments as well as Engineer's internal peer review;
E. Engineer-of-Record shall issue the following deliverables:
    a. Two (2) bound hard copies and a "Portable Digital File" (hereinafter "PDF") of specifications, job special provisions, bidding, and contract documents.
    b. Two (2) full size (24"x36" correct scale) copies, two (2) reduced size (11"x17" not to scale) copies, and a PDF copy of the final construction plans.

Task 4.0 – Bidding and Construction Administration Services:
Engineer shall issue prepared documents as previously described and perform certain bidding and construction administrative duties, defined as follows:

A. Bidding Administration functions shall include:
    a. Prepare bid advertisement and submit to Owner for publication,
    b. Issue construction documents to plan room vendors,
    c. Offer construction documents for sale to potential bidders and track distribution thereof,
    d. Engineer-of-Record shall convene a pre-bid conference to be hosted by Owner,
    e. Attending bid opening to be convened and hosted by Owner,
    f. Review bid submissions, prepare tabulation thereof and recommendation of award;
B. Construction Administration functions shall include:
    a. Review contractor submittials and shop drawings,
    b. Engineer-of-Record shall convene a pre-construction conference to be hosted by Owner,

c. During construction activities Engineer shall provide competent personnel to conduct daily inspection, observation, and reporting thereof,
d. Perform necessary materials testing and coordinate reporting thereof,
e. Review contractor payment applications and change order request to make recommendations to Owner regarding contractor payments and changes in work,
f. Conduct substantial and final completions inspections with Owner,
g. Provide Owner with conscience field reporting records at project closeout, including "Final Certification" letter.

The aforementioned project scope of work and associated fees for said work listed herein is offered with the following assumptions, in no specific order:

1. The basis of design shall be *"Stormwater Management Criteria"* (City of Joplin (Missouri); Allgeier, Martin and Associates, Inc.; last uploaded October 26, 2012 and retrieved August 29, 2013 from "Joplin, MO – Offical Website" URL: http://mo-joplin.civicplus.com/DocumentCenter/).
2. The Owner shall provide copies of or available location of the following information:
   a. Owner-preferred previously prepared specification document and other "front end" documents;
   b. Any known previous study, report, or plans which specifically or generally address the project area;
   c. Any available bid tabulations and project descriptions from recent projects of a similar nature for use in preparing engineer's opinion of probable construction cost;
   d. Any known formal complaint made by any landowners within the project area to the Owner;
3. A construction budget of approximately $470,000 (+/-85% of $556,000) was assumed to determine Engineer's fees for Task 3 and 4.
4. Any required permitting fee shall be paid by Owner, or if paid by Engineer, shall be reimbursable outside the fee amounts listed herein, as with other reimbursable expenses shown on Appendix 1.
5. Engineer-of-Record and Land-Surveyor-of-Record shall each be licensed within their respective professions in the state which the work is performed and shall be either a principal or employee of Engineer, or shall be subcontracted by Engineer. It is expected that both shall be direct employees, but this fact shall have no bearing on this agreement. Except as noted, Engineer may delegate and supervise work to subordinates or subcontractors.
6. Work outside this scope of services shall be considered "additional services" as defined herein. If Engineer believes work is additional services, the Owner will be notified and writing and shall authorize said work prior to Engineer performing such work.
7. The nature of our design shall be limited to practical gravity stormwater conveyances and related features and shall include restorative design of non-related features to pre-project condition, such as streets. Improvements to non-related features or purely aesthetic features shall be considered additional services.
8. Meetings and site visits other than those specifically listed herein shall be considered additional services. It is understood that invitation to a meeting by Owner is authorization of said additional services aud it shall be the duty of the Owner to confirm if a meeting s/he convenes is considered additional services.

9. **Any design or specification of coatings or finishes, screenings, coverings, and other items customarily specified by an architect or of a specifically aesthetic nature shall be excluded from Engineer's scope, unless specifically excepted from this exclusion in writing.**

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 the specific time period as coordinated and agreed upon by Owner and Engineer.

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 1.0% 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. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.

G. 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, 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, 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.

H. 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 $50,000 or the total amount of compensation received by Engineer, whichever is greater.

I. 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 or 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.

J. 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 may exercise their rights at law.

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. 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 for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

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

3. The total compensation for services and reimbursable expenses for the aforementioned **"Task 1.0 –Conceptualization and Feasibility Assessment" shall not exceed $6,900.00.**

4. The total compensation for services and reimbursable expenses for the aforementioned **"Task 2.0 – Right-of-Way Survey & Mapping" shall not exceed $9,600.00.**

5. The total compensation for services and reimbursable expenses for the aforementioned **"Task 3.0 – Basic Engineering Services" shall not exceed $33,900.00.**

6. The total compensation for services and reimbursable expenses for the aforementioned **"Task 4.0 – Bidding and Construction Administration Services" shall not exceed $33,900.00.**

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

Attachment A—Project Area Exhibit

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

OWNER:	ENGINEER:
By:	By: C Jay Wyman
Title:	Title: President
Date Signed:	Date Signed: 8-30-13
	Engineer License or Firm's Certificate Number: 2006012385
	State of: Missouri
Address for giving notices:	Address for giving notices:
Public Works Department	CJW Transportation Consultants, LLC
City of Joplin	5051 S. National Avenue
602 South Main Street	Suite 4-110
Joplin, Missouri 65401	Springfield, MO 65810



CJW Consultants LLC
Fee Schedule

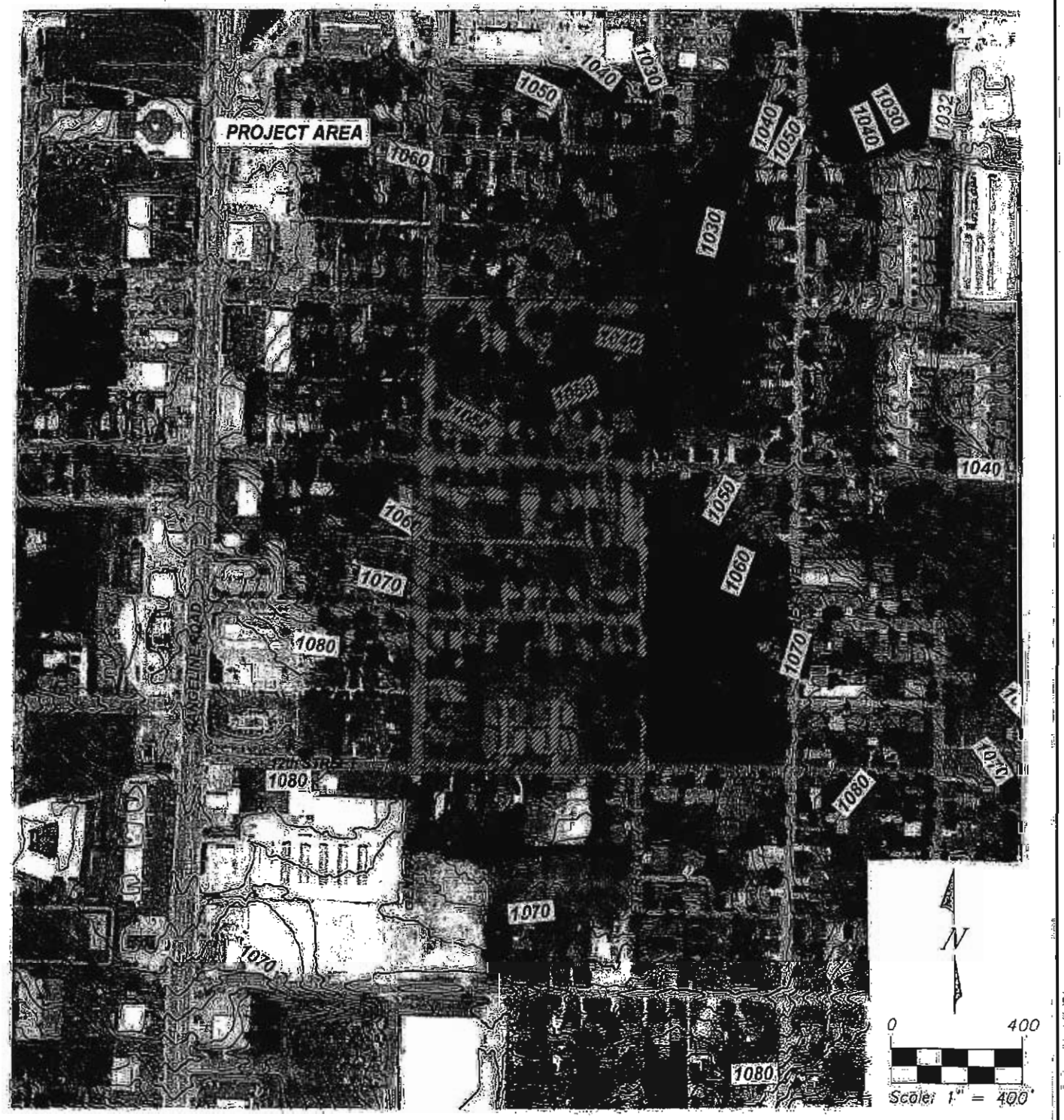
Personnel Hourly Rates:	
Principal	$135.00
Project Manager	$125.00
Senior Engineer	$115.00
Project Engineer	$85.00
Engineer Intern	$65.00
Senior Designer	$75.00
Inspector	$70.00
Designer II	$70.00
Survey Manager	$65.00
Survey Crew Chief	$55.00
Survey Crew Member	$43.00
2 Person Survey Crew	$98.00
3 Person Survey Crew	$135.00
4 Person Survey Crew	$175.00
Engineering Technician	$55.00
Administrator	$30.00
Clerical	$25.00

Expenses and Equipment Charges:	
Vehicle (3/4 ton or less)	$0.63/mile
Copies	$0.10/each
Blueprinting	$0.50/sq. ft.
Pictures (35mm)	$1.00/each
Real Time GPS Equipment	$250.00/day
Robotic Prism-Less Instrument	$195.00/day

Reimbursables: Travel Expenses, Outside Printing, Sub-Contractor Expenses

Overtime (Over 8 hours a day, 40 hours a week, Saturdays, Sundays, and Holidays):
1.5 times the hourly rate.

PROJECT AREA EXHIBIT
HATTEN'S SUBDIVISION AREA
STORM WATER IMPROVEMENTS, PHASE 1



CITY OF JOPLIN, MISSOURI
AUGUST 30, 2013

CJW

Springfield Office:
Tel: 417.889.3400
Fax: 417.889.3402

www.GoCJW.com

CJW PROJECT No. 1365

COUNCIL BILL NO. 2013-345 ORDINANCE NO.

AN ORDINANCE approving by and between the City of Joplin and CJW Transportation Consultants LLC. an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Fifty Thousand Four Hundred Dollars and No/100 Dollars ($50,400.00) and authorizing the Director of 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 CJW Transportation Consultants LLC an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Fifty Thousand Four Hundred and No/100 Dollars ($50,400.00).

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 Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Parks & Stormwater Sales Tax fund, 130-4555-530-8665 Project TS0614 to pay the amount called for in said Agreement.

_____
Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 18, 2013
Council Bill No. 2013-346

Item: New Culvert System near 26th & Michigan Avenue, Consultant Agreement

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Agreement with Estimate of Engineering Costs
3) Council Bill No. 2013-346

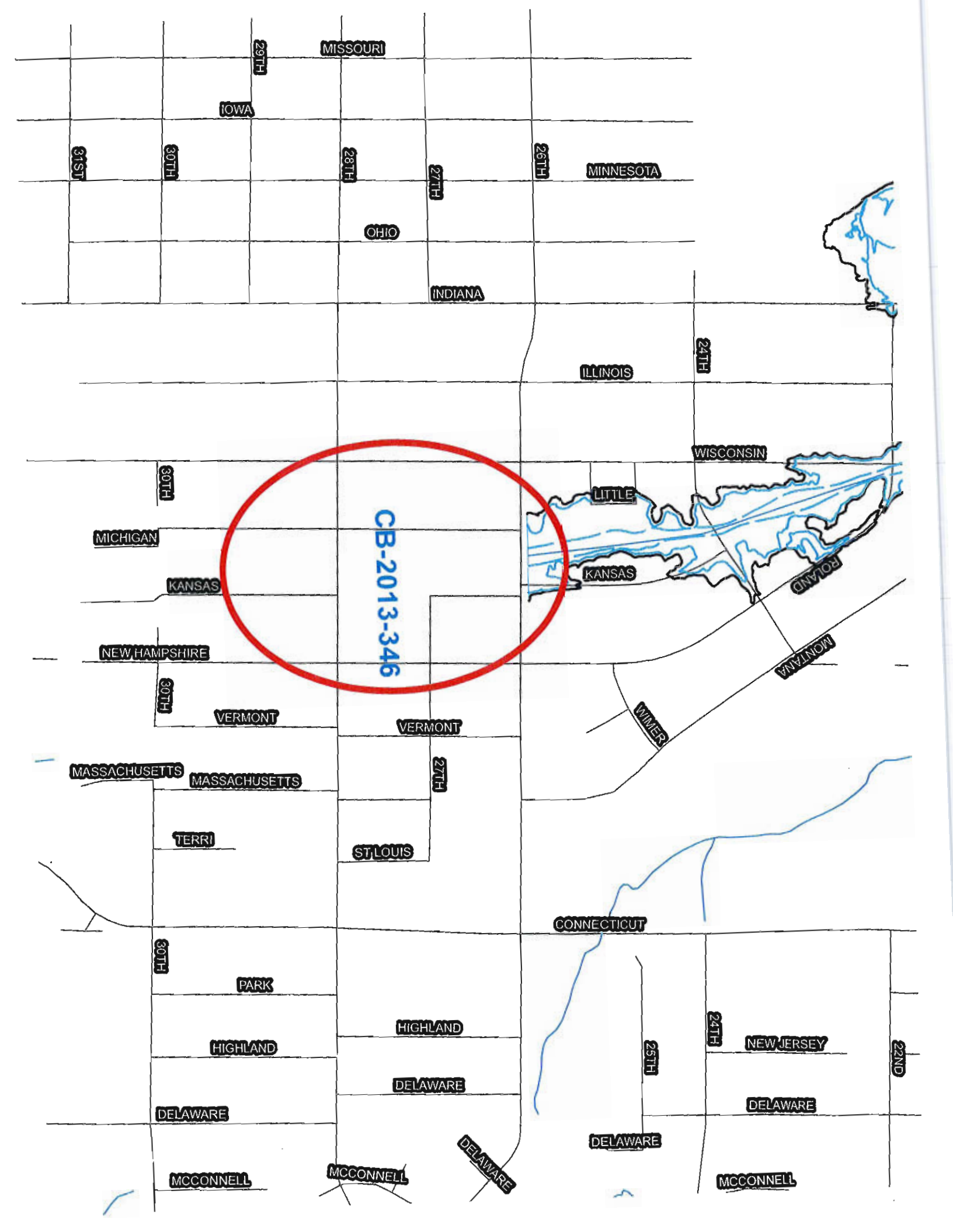
Engineering: Dan Johnson DJ	Date 11-11-13
Department Head: Nicholas A. Heatherly	Date: 11/11/13
Finance Department: Leslie Haase	Date: 11-12-13
City Attorney: Brian Head	Date: 11-11-13
Interim City Manager: Mark Rohr	Date: 11-11-13

Recommended Action: Approval of Consultant Agreement with Anderson Engineering Inc. not to exceed the amount of $57,650 for surveying and civil engineering consultation and advice for the New Culvert System near 26th & Michigan Ave.

Background: The Parks and Storm Water Sales Tax was approved by voters in 2011. The neighborhood south of 26th & Michigan Avenue drains into the existing concrete bottomed open channel to the north. Stormwater runoff currently overtops streets, exceeds a 10 foot gutter spread and runs through yards to get into the existing open channel. This project will include inlets and piping to the existing open channel. The inlets and pipes will reduce the street overtoping and gutter spread as well as the amount of runoff through residential yards.

Discussion: A request for qualifications was sent to consultants for nine possible drainage improvement projects. Staff reviewed qualifications from eighteen consultants. Anderson Engineering Inc. was chosen for this particular project. The fee for design services is within industry standards.

Recommendation: It is recommended that an award of the Consultant Agreement with Anderson Engineering not to exceed the amount of $57,650.00 for surveying and civil engineering consultation and advice for the New Culvert System near 26th & Michigan.


MISSOURI
29TH
IOWA
31ST
30TH
28TH
27TH
26TH
MINNESOTA
OHIO
INDIANA
ILLINOIS
24TH
WISCONSIN
LITTLE
CB-2013-346
MICHIGAN
KANSAS
KANSAS
POLAND
MONTANA
NEW HAMPSHIRE
VERMONT
VERMONT
WIMER
MASSACHUSETTS
MASSACHUSETTS
TERRI
ST LOUIS
CONNECTICUT
PARK
HIGHLAND
HIGHLAND
DELAWARE
DELAWARE
DELAWARE
DELAWARE
NEW JERSEY
22ND
25TH
MCCONNELL
MCCONNELL
MCCONNELL

ANDERSON ENGINEERING, INC

EMPLOYEE OWNED

September 10, 2013

City of Joplin
Attn: Dan Johnson
602 S. Main Street
Joplin, Missouri 64801

Re: Proposal for Surveying and Civil Engineering Services
Michigan Avenue Storm System
Joplin, Missouri

Dear Mr. Johnson,

We understand this project consists of providing design services and easement documents for approximately 2,700 linear feet of storm water improvements near 26th Street and Michigan Avenue.

This proposal is based on our meeting with you on August 21, 2013. This proposal is also based on our visit to the site on July 27, 2013 and on September 3, 2013.

As requested by you our proposed scope of services is as follows. Our proposed schedule is attached.

CIVIL ENGINEERING – SITE GEOMETRY & UTILITY PLAN

Provide a site geometry and site utility plan for the proposed project. Site layout includes stormwater channel, stormwater piping, and street crossings at four locations. Based on our meeting with you, a closed-pipe stormwater structures are preferred for this project. 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 not be necessary. Based on a review of topographic maps and brief site observation, we do not believe permitting will be required. However, it is up to the City to determine if the project involves a jurisdictional waterway. If the City would like us to do more than a cursory review, we can modify our scope to include this service.

CIVIL ENGINEERING – GRADING & EROSION CONTROL PLAN

Provide a grading and erosion control plan. 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 a Stormwater Pollution Prevention Plan (SWPPP). The cost of the permit application fee is not included in the proposal and shall be paid directly to the appropriate state agency by the owner. The City of Joplin's standard technical specifications will be used.

811 EAST 3RD STREET • JOPLIN, MO 64801 • PH: 417.782.7399 • FX: 417.782.7398 • E-MAIL: AEINC@AEINCMO.COM • WWW.AEINCMO.COM

CIVIL ENGINEERING – BID PHASE SERVICES

Provide an Engineer's cost estimate, and Engineer's estimate of quantities. Assist the City with one pre-bid meeting, one bid opening, and one preconstruction meeting for a total of 3 meetings. The City will be responsible for conducting and holding the meetings. We will assist the City with the bidding review process.

CIVIL ENGINEERING – CONSTRUCTION PHASE SERVICES

Provide site observation by the Engineer on site to answer contractor questions. We anticipate two meetings a week for six weeks. We will also assist the City with processing Change Orders to the project and processing contractor Pay Requests. The City will be primarily responsible for inspection services on the project.

SURVEYING – SITE TOPOGRAPHIC SURVEY

Provide a topographic engineering survey on the red line areas on the attached Exhibit "A" for engineering design of proposed storm water improvements. Survey will include spot elevations, location of all utilities, corners of buildings/structures and any other improvements located within the street right of way shown on the attached Exhibit "A". 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 any structures located during the survey that require being cleared out.

SURVEYING – RIGHT-OF-WAY SURVEY

We will provide right-of-way surveys as listed below, as illustrated by the yellow lines on the attached Exhibit "B". 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. Below is a list of the right of way lines to be established as a part of this agreement:

1. East 26th Street from the Wisconsin Ave to Kansas Ave
2. Wisconsin Ave from E. 26th to E. 28th
3. S. Michigan Ave from E. 26th to E. 30th
4. E. 28th from Wisconsin Ave to New Hampshire
5. Kansas Ave from E 26th to E. 30th
6. New Hampshire Ave from E 27th to 500 feet south of E 28th
7. E. 27th from Kansas Ave to New Hampshire Ave

The survey will be based on the Missouri State Plane Coordinate system of 1983, West Zone.

SURVEYING – EASEMENT PREPARATION

We anticipate needing an easement across the Kelsey Norman Elementary School property. We will assist the City and prepare the easement description and sketch to be used to acquire the easement from the School District. The City will be responsible for the appraisal and acquisition of the easement.

OPTION #1 - EASEMENT VALUATION AND NEGOTIATION

We will work with Sage Valuations to determine the appraised value of the proposed easement across Kelsey Norman Elementary School, we will negotiate the acquisition of the easement.

OPTION #2 – CONDUCTING BIDDING ON BEHALF OF THE CITY

We will hold one pre-bid meeting, one bid opening, and one preconstruction meeting for a total of 3 meetings. We will coordinate these meetings with the City of Joplin and will review the results with City staff. (Bidders shall be charged a separate fee to purchase plan copies from Anderson Engineering.)
We anticipate that the City of Joplin will advertise the project out to bid.

OPTION #3 – CONSTRUCTION INSPECITON ON BEHALF OF THE CITY

We will perform site inspection during construction on behalf of the City of Joplin. We will provide documentation to the City after each inspection. We anticipate daily site visits over a six week period.

Base Scope/Fee:

Civil Engineering – Design, Plans and Specifications[1]	$ 29,000.00
Civil Engineering – Bid Phase (Assist City)[1]	$ 1,900.00
Civil Engineering – Construction Phase (Assist City)[1]	$ 2,200.00
Surveying – Site Topographic Survey[1]	$ 9,650.00
Surveying – Right-of-way Survey[1]	$ 4,850.00
Surveying – Easement Preparation[1]	$ 850.00
Base Subtotal:	***$48,350.00***

Optional Scope/Fee:

#1 Easement Valuation and Negotiation[2]	$ 3,000.00
#2 Bidding on Behalf of the City[2]	$ 2,100.00
#3 Construction Inspection on Behalf of the City[2]	$ 4,200.00
Optional Subtotal:	***$9,200.00***

MAXIMUM NOT TO EXCEED FEE: $57,650.00

[1] We propose to complete these services on an hourly basis with a not to exceed limit.
[2] Optional service where the City will not have a primary role.

OTHER

This proposal includes providing two sets of sealed plans to the City.

This proposal includes reviews with the City for conceptual, preliminary, and final plans. If additional reviews are required not as a result of errors by Anderson Engineering, then that additional work will be billed at our standard hourly charge rates in addition to the fees listed above.

ASSUMPTIONS

We have also assumed that all right of ways, easements, property ownership issues, and private utilities affecting the project will be provided by you to us. 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.

GENERAL INFORMATION

Please note that any changes in the scope of work to be performed, or changes in the information provided to us, such as changes in the location of buildings or parking areas, which results in additional work will be billed at our standard hourly charge rates in addition to the fees listed above.

There are many additional, related services that we could perform, but since this proposal is limited in nature, this proposal does not include any geotechnical exploration, additional utility main extensions, any design service not expressly listed above, and submittal of permits to various agencies. Also this proposal also does not include any construction staking, observations, or testing. This proposal also does not include any plan or review compliance with local governmental agency for items not identified above. Anderson Engineering would be happy provide a proposal for these services upon request.

Invoices are due upon receipt regardless of whether the client has been, or is to be, reimbursed by any other party. A service charge of one and one-half percent per month is assessed on accounts 45 days past due. A WORK AUTHORIZATION AGREEMENT form and GENERAL CONDITIONS statement is provided for your signature. 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

W. Cody Sexton, PE
Project Engineer

ANDERSON ENGINEERING, INC

EMPLOYEE OWNED

WORK AUTHORIZATION AGREEMENT

Anderson Engineering, Inc. (hereinafter referred to as "A/E") is pleased to provide the services described below. The purpose of this AGREEMENT is to obtain your authorization for the work requested by Dan Johnson and confirm the TERMS AND CONDITIONS under which these services are provided, as hereinafter referred to:

The **"CLIENT"** is:	City of Joplin	Address:	602 S. Main Street Joplin, MO 64801
The **"PROJECT"**	Michigan Avenue Storm System	Location:	Joplin, MO

TERMS AND CONDITIONS:

I. GENERAL CONDITIONS NUMBERED 1. THROUGH 12. (as shown on back).

II. SCOPE OF WORK DETAILED IN PROPOSAL LETTER DATED: September 10, 2013.

(ATTACHED)

III. SPECIAL CONDITIONS

IV. FEES AND COMPENSATION:

Compensation shall be as shown on our proposal letter dated September 10, 2013.

ACKNOWLEDGMENTS AND WORK AUTHORIZATION:

ANDERSON ENGINEERING, INC.

by: _____
John Snider, PE
Vice President

_____
W. Cody Sexton, PE
Project Engineer

DATE: September 10, 2013

AUTHORIZED AND AGREED TO:

CLIENT,

by: _____

_____
(Print Name and Title)

DATE: _____

GENERAL CONDITIONS

1.PAYMENT TERMS: A/E will submit invoices to CLIENT monthly and/or upon completion of services. Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party. CLIENT agrees to pay a service charge of one and one half percent (1 ½%) per month on accounts 45 days past due. If requested by CLIENT, LIEN WAIVERS WILL BE PROVIDED UPON PAYMENT. All collection charges will be assessed to CLIENT which CLIENT agrees to pay.

2. INSURANCE: A/E maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. A/E has insurance under public liability and property damage which A/E deems to be adequate. Certificates of insurance evidencing such coverage will be provided, if requested.

3. STANDARD OF CARE: The only warranty or guarantee made by A/E in connection with the services performed hereunder, is that A/E will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of the profession currently practicing in the same or similar locality. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE EXPRESSED OR IMPLIED IS MADE OR INTENDED BY PROPOSAL, SERVICES PERFORMED OR BY FURNISHING ORAL OR WRITTEN REPORTS.

4.RISK ALLOCATION: Due to the very limited benefit A/E will derive from this project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT ANDERSON ENGINEERING, INC. TOTAL LIABILITY TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON A/E's WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR A COMBINED TOTAL FOR ALL PARTIES OF $25,000, WHICHEVER IS THE GREATER.

5. RIGHT-OF-ENTRY: CLIENT will furnish right-of-entry on the property for A/E employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenees for the project. A/E will take reasonable precautions to minimize damage to the property caused by its operations, but have not included in the fee the cost of restoration of damage which may result. If CLIENT desires A/E to restore the property to its former condition, A/E will accomplish this and add the cost to the fee.

6. OWNERSHIP OF DOCUMENTS: Unless provided otherwise, all documents including but not limited to drawings, electronic files, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by A/E as instruments of service pursuant to this Agreement, shall be the sole property of A/E. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designate, if not paid for, will be returnad upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstance shall any documents produced by A/E, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of A/E. At the request and expense of the CLIENT, A/E will provide the CLIENT with copies of documents created in the performence of the work for a period not exceeding one year following completion of service.

7. DELIVERY OF ELECTRONIC FILES: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by A/E, the CLIENT agrees that all such electronic files are instruments of service of A/E, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of A/E. The CLIENT further agrees to waive all claims against A/E resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than A/E.

The CLIENT and A/E agree that any electronic files furnished by either party shall conform to the specifications agreed upon in the CONTRACT. Any changes to the electronic specifications by either the CLIENT or A/E are subject to preview and acceptance by the other party. Additional services by A/E made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of e conflict between the signed construction documents prepared by A/E and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless A/E, its officers, directors, employees and sub-consultants (collectively, A/E) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than A/E or from any reuse of the electronic files without the prior written consent of A/E.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by A/E and A/E makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall A/E be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

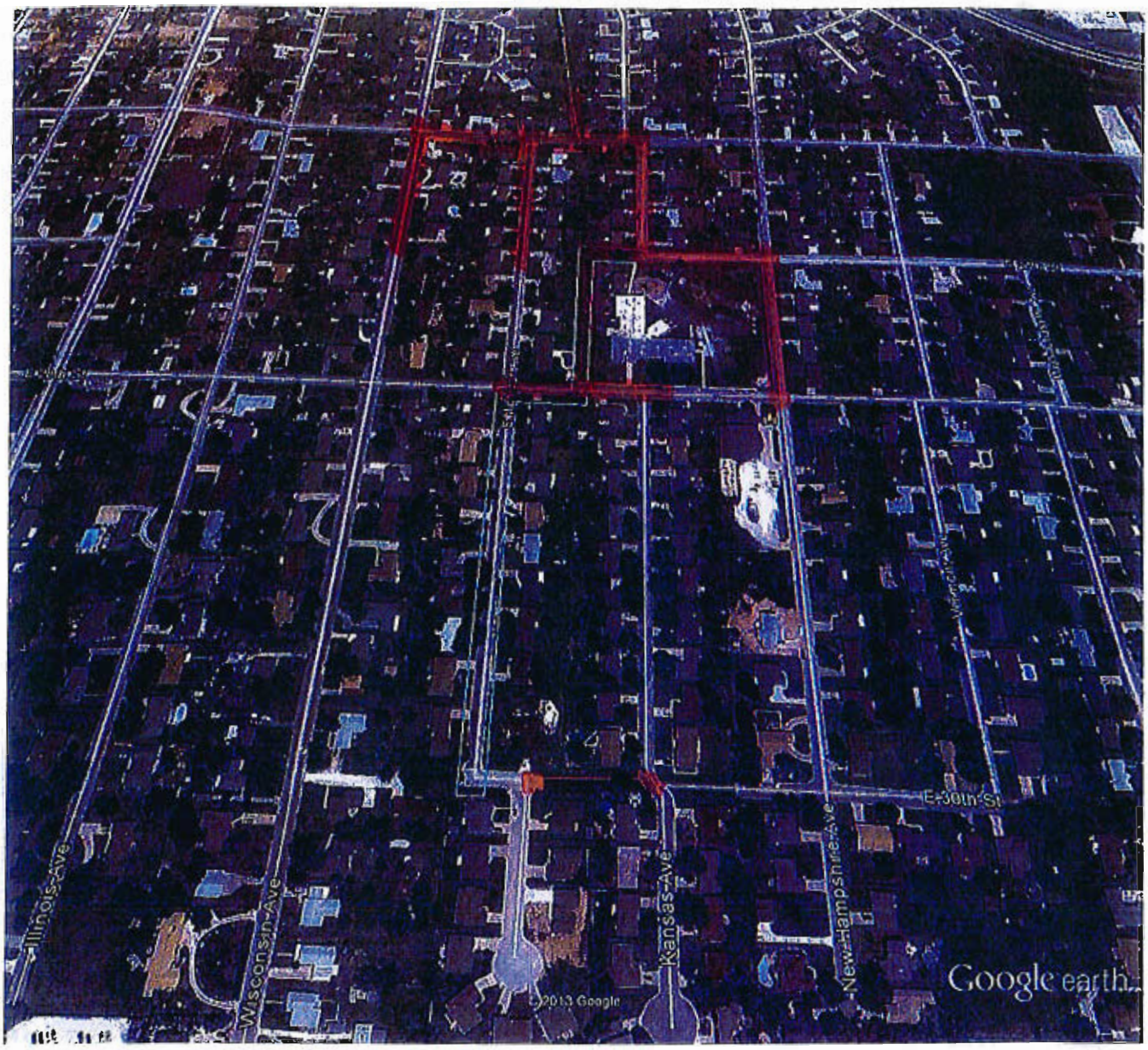
8. SAFETY: Should A/E provide any services at the job site during construction, CLIENT AGREES that, in accordance with generally accepted construction practices, the contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, end compliance with OSHA regulations, and these requirements will apply continuously and not limited to normal working hours.

9. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: Except for its own subcontractors and employees, Anderson Engineering shall not be responsible for safety precautions, the quality of any contractor's work, acts or omissions of any contractor, subcontractor, supplier, or other person at the project site.

10. LOCATION OF EXISTING MAN-MADE OBJECTS: It shall be the responsibility of the Client or his authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to the work being performed. CLIENT AGREES to indemnify and save harmless A/E from all claims, suits, losses, personal injuries, death and property liability resulting from damages to subsurface structures, owned by Client or third parties, occurring from work performed on the site, whose presence and exact locations were not revealed to A/E in writing, and to reimburse A/E for expenses in connection with any such claims or suits, including reasonable attorney's fees.

11. SUSPENSION OF SERVICES/TERMINATION: Either party may suspend performance immediately upon becoming aware of a breach of the terms of this agreement by the other party and provide notice of its intention to terminate. In the event A/E determines there may be a significant risk that A/E's invoices may not be paid on a timely basis A/E may suspend performance and/or retain any reports or other information until Client provides A/E with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditor or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within that time frame.

12. GOVERNING LAWS: This Agreement shall be governed in all respects by the laws of the State of Missouri.



Google earth feet 900
meters 200

Exhibit 'A'

Areas For Topographic Survey For Civil Design



Google earth

feet 900
meters 200

Exhibit 'B'

Areas to have Right-of-way Surveyed.

COUNCIL BILL NO. 2013-346 ORDINANCE NO.

AN ORDINANCE approving by and between the City of Joplin and Anderson Engineering Inc. an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Fifty Seven Thousand Six Hundred Fifty Dollars and No/100 Dollars ($57,650.00) and authorizing the Director of 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 Anderson Engineering Inc. an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Fifty Seven Thousand Six Hundred Fifty and No/100 Dollars ($57,650.00).

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 Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Parks & Stormwater Sales Tax fund, 130-4555-530-8665 Project TS0615 to pay the amount called for in said Agreement.

_____
Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 18, 2013
Council Bill No. 2013-347

Item: New Culvert System Hill between Division & Mineral, Consultant Agreement

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Agreement with Estimate of Engineering Costs
3) Council Bill No. 2013-347

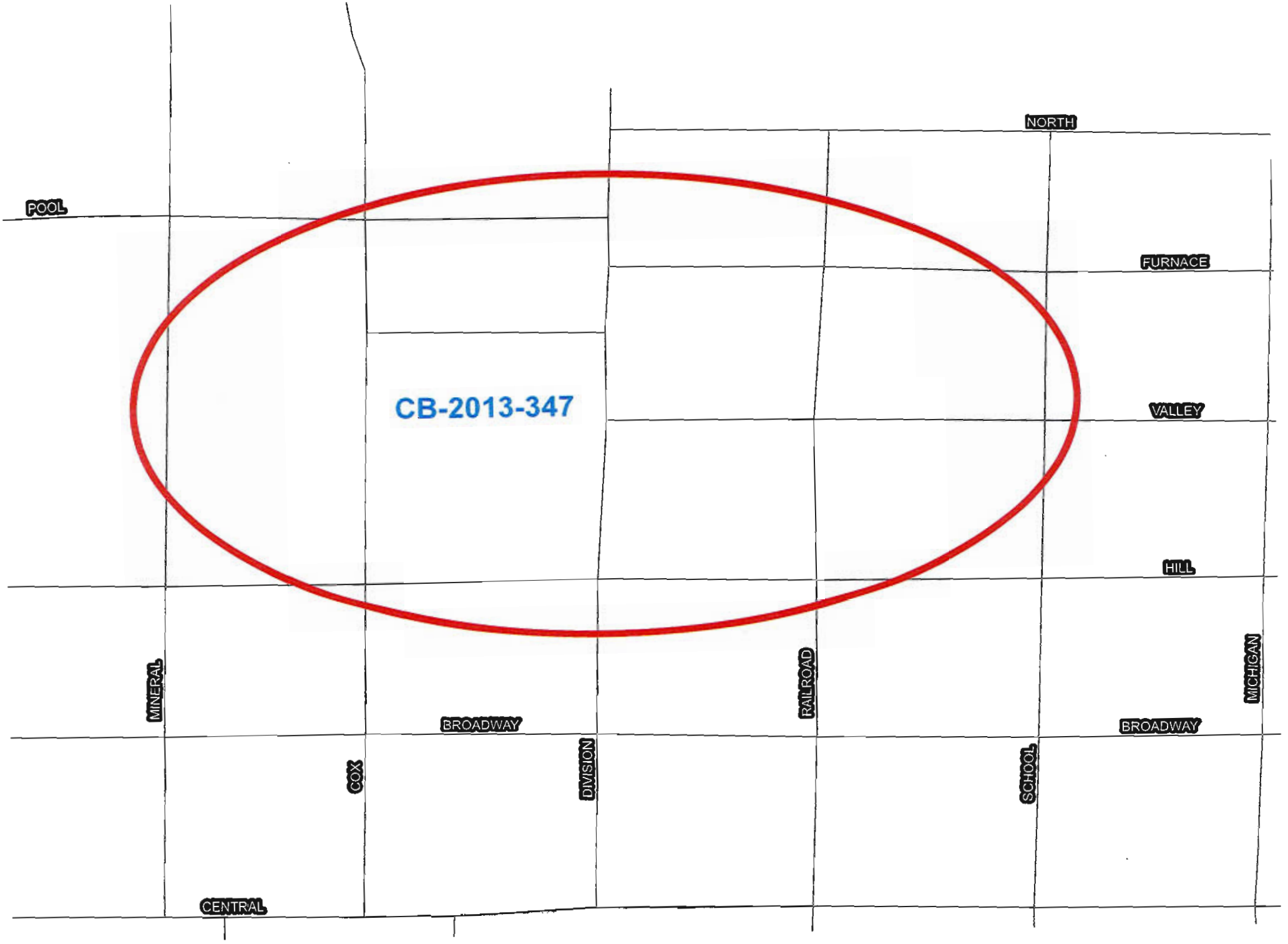
Engineering: Dan Johnson DH	Date 11-11-13
Department Head: Nicholas A. Heatherly	Date: 11/11/13
Finance Department: Leslie Haase LH	Date: 11-12-13
City Attorney: Brian Head	Date: 11-11-13
Interim City Manager: Mark Rohr	Date: 11-11-13

Recommended Action: Approval of Consultant Agreement with Tri-State Engineering Inc. not to exceed the amount of $45,800 for surveying and civil engineering consultation and advice for the New Culvert System Hill between Division & Mineral.

Background: The Parks and Storm Water Sales Tax was approved by voters in 2011. The existing inlet and culvert system is in poor condition. The poor condition of the existing system has caused reduced capacity and difficulties with maintenance. The reduced capacity results in frequent flooding of streets and yards. The proposed improvements will reduce the frequency of flooding.

Discussion: A request for qualifications was sent to consultants for nine possible drainage improvement projects. Staff reviewed qualifications from eighteen consultants. Tri-State Engineering Inc. was chosen for this particular project. The fee for design services is within industry standards.

Recommendation: It is recommended that an award of the Consultant Agreement with Tri-State Engineering not to exceed the amount of $45,800.00 for surveying and civil engineering consultation and advice for the New Culvert System Hill between Division & Mineral.


NORTH
POOL
FURNACE
CB-2013-347
VALLEY
HILL
MINERAL
RAILROAD
MICHIGAN
BROADWAY
BROADWAY
COX
DIVISION
SCHOOL
CENTRAL

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between the City of Joplin, Missouri ("Owner") and Tri-State Engineering, ("Engineer").

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

Project TS0617, New Stormwater System, Hill Street between Division and Mineral.

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

Appendix A (attached) includes the proposed scope of services and fee breakdown.

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: Appendix A.

C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding NA months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

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 1.0% 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

Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.

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. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.

E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.

G. 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.

H. 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.

I. 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.

J. 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

Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.

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. 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 for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

2. Engineer's Standard Hourly Rates are attached as Appendix B.

3. The total NOT TO EXCEED (Hourly) compensation for services is $45,800.

Attachments: Appendix A, Proposal Letter including Scope of Services and Fee Breakdown.

Appendix B, Hourly Rates

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

Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.

OWNER:
City of Joplin, Missouri

By: _____

_____

Date Signed: _____

Address for giving notices:

_____

_____

_____

_____

_____

ENGINEER:
Tri-State Engineering

By: _____

Clayton Cristy, CEO

Date Signed: _____

Address for giving notices:

P.O. Box 1867

Joplin, MO 64802

Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.

TSE
TRI-STATE ENGINEERING

September 3, 2013 APPENDIX A

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

Re: Project TS0617, New Culvert System, Hill St. between Division and Mineral
Proposal for Engineering Services

Dear Mr. Johnson:

We appreciate the opportunity to respond to your request for a proposal for engineering services. Our scope of services for the above-mentioned project are:

Surveying Services Include the following:

A Topographic survey will be preformed of the extents of the Storm Drain System draining to the existing rock lined ditch intersecting N. Mineral Ave. This system extends from East North Street, south to Broadway Street. A set of inlets at the intersection of North High Street and East Valley Street is the upstream end of the system (see attached map for survey area). Prepare a drawing showing the existing system and located utilities.

The estimated cost for surveying services is:

Survey Crew	70 hrs. @ 130/hr.	=	$ 9,100
PLS	8 hrs. @ $90/hr.	=	$ 720
Drafting	24 hrs. @ $82/hr.	=	$ 1,968
			$11,788

Engineering Report Services include the following:

Preparation of a Stormwater Drainage Report to analyzing the existing flows through the system with our recommendations for improvements.

The estimated cost for engineering report services is:

Project Manager	2 hrs. @ $145/hr.	=	$ 290
Engineer	60 hrs. @ 130/hr.	=	$ 7,800
Drafting	16 hrs. @ $82/hr.	=	$ 1,312
			$ 9,402

Engineering Services include the following:

Develop plans for Storm Drain Improvements. This area shall extend from the sag located east of the Railroad Tracks to the Ditch Intersection on North Mineral Avenue. Preparation of bidding documents. Assistance in bid evaluation.

The estimated cost for engineering services is:

Project Manager	12 hrs. @ $145/hr.	=	$ 1,740
Professional Engineer I	32 hrs. @ $130/hr.	=	$ 4,160
Professional Engineer II	40 hrs. @ $110/hr.	=	$ 6,600
Designer	80 hrs. @ $90/hr.	=	$ 7,200
Drafting	60 hrs. @ $82/hr.	=	$ 4,920
			$24,620

Construction phase services shall be considered additional services.

The attached map shows the extents of the survey and drainage report and the extents of the design.

We would perform the scope of services for a not to exceed amount of $45,800 based on our current hourly rate schedule and the estimated hours listed.

We appreciate the opportunity to work together with you on this project. If you have any questions, please contact us.

Sincerely,
Tri-State Engineering, Inc.

Clayton Cristy, P.E.
Project Engineer

Cc: file

TSE
TRI-STATE ENGINEERING
Toll-Free: 866-781-0643 • www.tristate-engineering.com
702 S. Main, Joplin, MO 64801 • 403 W. First St., Ste. 300, Claremore, OK 74017

This is **Appendix B, Engineer's Standard Hourly Rates,** referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____, _____.

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
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
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

Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.

COUNCIL BILL NO. 2013-347 ORDINANCE NO.

AN ORDINANCE approving by and between the City of Joplin and Tri-State Engineering Inc. an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Forty Five Thousand Eight Hundred Dollars and No/100 Dollars ($45,800.00) and authorizing the Director of 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 Inc. an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Forty Five Thousand Eight Hundred and No/100 Dollars ($45,800.00).

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 Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Parks & Stormwater Sales Tax fund, 130-4555-530-8665 Project TS0617 to pay the amount called for in said Agreement.

_____
Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 18, 2013

Item: COUNCIL BILL NO. 2013-348
Originating Department: PUBLIC WORKS - MAPS

Attachments: (1) Copy of Grant Agreement
(2) Copy of Ordinance

Department Head: Nick Heatherly	Date: 10/31/13
Finance Department: Leslie Haase	Date: 11-11-13
City Attorney: Brian Head	Date: 11-11-13
City Manager: Mark Rohr	Date: 11-11-13

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. The combined services provide approximately 13,000 rides per month. During the last City fiscal year, these services provided 155,058 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 $4,117 in grant funds.

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.

CCO Form: TC09A
Approved: 06/96 (RMH)
Revised: 12/12 (MWH)
Modified:

FIRST AMENDMENT TO THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PUBLIC TRANSIT OPERATING ASSISTANCE GRANT AGREEMENT

THIS AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Joplin (hereinafter, "Grantee"), pursuant to the terms of an Agreement between these parties executed by the Grantee on August 19, 2013, and by the Commission on September 3, 2013.

WITNESSETH:

WHEREAS, the parties previously entered into a Public Transit Operating Assistance Grant Agreement. This Agreement provided financial assistance to the Grantee for the Grantee's general public transportation services; and

WHEREAS, the parties to the Agreement have additionally agreed to formally amend this Agreement and to be bound by the terms contained in the previous Agreement; and

WHEREAS, in this First Amendment to the Agreement, the Commission agrees to provide the Grantee with additional financial assistance for the Grantee's general public transportation services.

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

(1) AMOUNT OF GRANT: The Commission awards the Grantee an additional sum of Four Thousand One Hundred Seventeen Dollars ($4,117) during the period of July 1, 2013, to June 30, 2014.

(2) ALL TERMS OF THE AGREEMENT TO REMAIN EFFECTIVE: The parties agree that all other terms of the Agreement executed by the parties on September 3, 2013, to remain effective between the parties. The parties agree to be bound by the terms of the Agreement.

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:

_____
Commission Counsel

GRANTEE

By _____

Title _____

Attest:

By _____

Title _____

Approved as to Form:

_____
Counsel

Ordinance No. _____
(if applicable)

COUNCIL BILL NO. 2013-348 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, and containing an emergency clause.

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 $4,117 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.

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.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 18, 2013
Council Bill No. 2013-349

Item: Ditch & Culvert Improvements-Connecticut 35th to 37th, Consultant Agreement

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Agreement with Estimate of Engineering Costs
3) Council Bill No. 2013-349

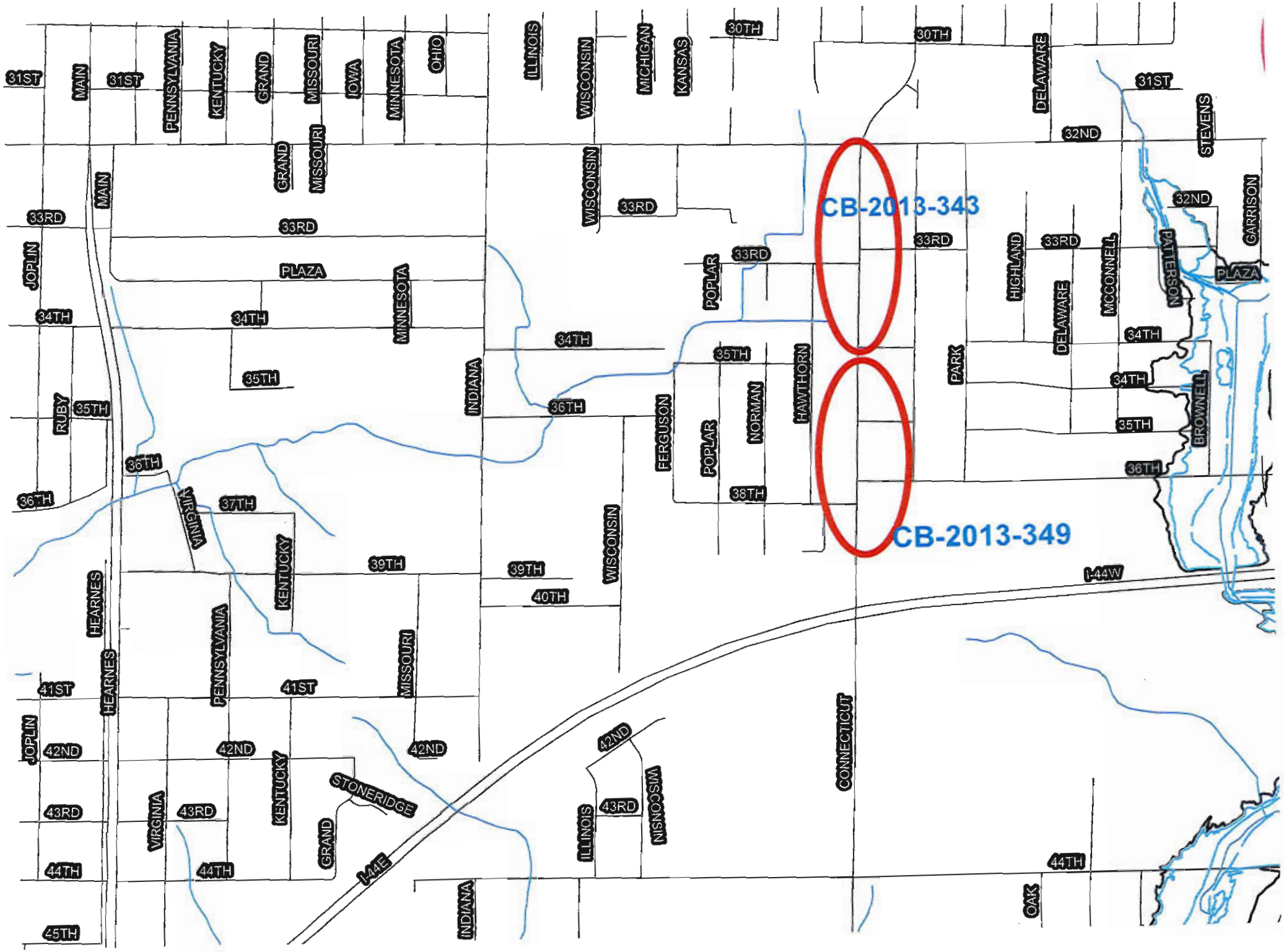
Engineering: Dan Johnson DJ	Date: 11-12-13
Department Head: Nicholas A. Heatherly NAH	Date: 11-12-13
Finance Department: Leslie Haase LH	Date: 11-12-13
City Attorney: Brian Head BH	Date: 11-13-13
Interim City Manager: Mark Rohr MR	Date: 11-13-13

Recommended Action: Approval of Consultant Agreement with Olsson Associates not to exceed the amount of $47,226.00 for surveying and civil engineering consultation and advice for the Ditch and Culvert Improvements on Connecticut Avenue from 35th Street to 37th Street.

Background: The Parks and Storm Water Sales Tax was approved by voters in 2011. One of the fifteen storm water projects approved by voters was ditch and culvert improvements from 35th Street to 37th Street. Existing conditions cause significant erosion of the existing drives, traffic impediments on Connecticut Ave., and water to be forced into garages. The project will reduce the frequency or eliminate the problems caused by storm water runoff in the area presently. This project is being designed and constructed in combination with similar improvements on Connecticut from 32nd to 35th. Combining the project reduces cost and construction time for both projects.

Discussion: A request for qualifications was sent to consultants for nine possible drainage improvement projects. Staff reviewed qualifications from eighteen consultants. Olsson Associates was chosen for this particular project. The fee for design services is within industry standards.

Recommendation: It is recommended that an award of the Consultant Agreement with Olsson Associates not to exceed the amount of $47,226.00 for surveying and civil engineering consultation and advice for the Ditch and Culvert Improvements on Connecticut Avenue from 35th Street to 37th Street.


CB-2013-343
CB-2013-349
31ST
MAIN
PENNSYLVANIA
KENTUCKY
GRAND
MISSOURI
IOWA
MINNESOTA
OHIO
ILLINOIS
WISCONSIN
MICHIGAN
KANSAS
30TH
DELAWARE
32ND
STEVENS
GARRISON
33RD
PLAZA
JOPLIN
POPLAR
HIGHLAND
MCCONNELL
PATTERSON
34TH
INDIANA
35TH
RUBY
FERGUSON
NORMAN
HAWTHORN
PARK
BROWNELL
36TH
37TH
VIRGINIA
38TH
39TH
40TH
I-44W
HEARNES
41ST
42ND
43RD
STONERIDGE
CONNECTICUT
44TH
I-44E
OAK
45TH

OLSSON ASSOCIATES

LETTER AGREEMENT FOR
PROFESSIONAL SERVICES

November 12, 2013

City of Joplin
Attn: Dan Johnson
602 S Main Street
Joplin, MO 64801

Re: **AGREEMENT FOR PROFESSIONAL SERVICES**
Ditch & Culvert Improvements – Connecticut Ave between 35th St. and 37th St.
(TSO-610) – "Project"

Dear Mr. Johnson

It is our understanding that the City of Joplin ("Client") requests Olsson Associates ("Olsson") to perform the following services pursuant to the terms of this Letter Agreement for Professional Services, any signed Master Agreement, Olsson's General Provisions and any exhibits attached thereto (hereinafter "the Agreement") for the Project.

1. Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached thereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, any Master Agreement and/or the General Provisions regarding the services to be performed by Olsson, the requirements of this Letter Agreement shall take precedence.

2. Olsson shall provide Client all Basic Services for the Project as more specifically described in Attachment A and B hereto. Should Client request work not described and included in the above Description of Basic Services, such as Additional Services, Olsson shall invoice Client for such services on the basis of Salary Costs times a factor of 2.5 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. Olsson shall not commence work on Additional Services without Client's prior approval in writing.

   Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

3. Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing.

   Anticipated Start Date: Nov 2013 Anticipated Completion Date: July, 2014

   Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date and any milestone dates are approximate only, and Olsson reserves the right to readjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to delays caused by Client or delays caused by third parties.

COMPENSATION

4. Client shall pay to Olsson for the performance of the Basic Services the actual time of personnel performing such Services on the basis of the rates as defined in the attached Fee Schedule, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in the General Provisions attached to this Letter Agreement. Olsson's Basic Services will be provided on a time and expense basis not to exceed Forty-Seven Thousand, Two Hundred and Twenty-Six Dollars ($47,226.00). Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

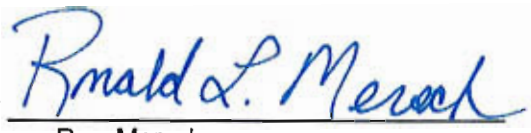
TERMS AND CONDITIONS OF SERVICE

5. We have discussed with you the risks, rewards and benefits of the Project and our fees for services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

6. If this proposal satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated Project representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of sixty (60) days from the date set forth above, unless changed by us in writing.

7. By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement.

OLSSON ASSOCIATES

By 
Ron Mersch
Office Leader

If you accept the preceding proposal and the Agreement,
please sign:

City of Joplin "Client"

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY OLSSON.

By _____

Title _____ Dated: _____

If different from above,

_____
Client's Designated Project Representative

SCOPE OF SERVICES

TSO-610 - Ditch and Culvert Improvements, Connecticut Ave Between 35th St. & 37th St.

Joplin, MO
Final Design and Construction Services

This is an exhibit attached to and made a part of the Agreement between the City of Joplin, MO ("Client" or "City") and Olsson Associates (Olsson or "Engineer") providing for professional services. The following provides a description of tasks to be performed under the Project. A summary of fees by task can be found in Attachment B.

GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto for the Survey and Data Collection, Design, Permitting, and Bid phases for the proposed Ditch and Culvert Improvements on Connecticut Avenue between 35th and 37th street. This project was identified by Algeier Martin as TSO-610 in Joplin's 10-Year Stormwater Management Master Plan.

Furthermore, Olsson shall provide project management throughout the project to ensure proper assignment of resources, schedule adherence, and client communication.

Project TSO-610 – Ditch and Culvert Improvements between 35th Street and 37th Street

1. Coordination, Meetings, and Public Involvement

1.1. Kickoff meeting with City staff to define project goals, criteria/standards, schedule
1.2. Facilitate progress meetings with City staff (3 meetings budgeted in addition to kick-off meeting as outlined in the following sections)
1.3. Draft questionnaires for adjacent and downstream property owners regarding historical flooding problems and concerns; provide document to City for reproduction and mailing.
1.4. Attend public meeting to present and receive feedback on preliminary design recommendations

2. Land Surveying Services

2.1 Initial Project Research
- 2.1.1. Obtain Surveys, Plats, and Pertinent Land Corner Information
- 2.1.2. Obtain aerial, contour, and as-built data from City of Joplin (if available)
- 2.1.3. Order Utility Markings by Missouri One Call
- 2.1.4. Obtain Utility Maps from City of Joplin (if available)

2.2 Field Survey

2.2.1 The field data shall be tied horizontally to the Missouri State Plane Coordinate System NAD 83-West Zone-US Survey foot, and shall be tied vertically to the NAVD 1988 Vertical Datum.

2.2.2. Olsson shall obtain necessary horizontal and vertical topography within the outlined area on attached Exhibit and the utilities within the West right-of-way line and the west curb line of Connecticut Ave.Olsson will obtain the following information:

- Boundary and Easement locations
- Existing Topography
- West curb line of Connecticut Ave. at 100'+/- intervals as necessary
- Existing Overhead and Underground Utilities as located by Missouri One Call
- Storm Water Structures including culverts and pipe sizes and elevations
- Sanitary Sewer Manholes including pipe elevations and sizes
- Prepare Project Base Map

2.3. Olsson will collect ownership & easement documents, guaranteed title reports, and legal parcel limits through an approved title company. The documents will be used to generate preliminary land rights maps. The parcel boundaries will be added to the topographic mapping.

2.4. After Client approval, Olsson will prepare legal descriptions and exhibits for the needed property and easements. The descriptions will be signed and sealed by a registered land surveyor.

3. Preliminary Design

3.1. Following completion of the topographic mapping and data collection/verification tasks, Olsson will define a preliminary layout of stormwater improvements that achieves the required goals with considerations to the existing site utilities, existing site features, and recommendations for future street widening.

3.2. Coordinate with utility providers for possible relocations of their existing infrastructure if conflicts develop.

3.3. Prepare preliminary hydraulic and hydrologic analysis for sizing of inlets, storm sewer, open channels and culverts.

3.4. Prepare preliminary drawings, including: Drainage Map, Easement Plan, Plan & Profile Drawings & Sections.

3.5. Prepare an Opinion of Probable Construction Cost based on the Preliminary Design Plans.

3.6. Prepare preliminary technical specifications based on the Preliminary Design Plans.

3.7. Submit Preliminary Plans, Technical Specifications, and Estimate to the Client for review at 35% & 60% progress.

3.8. Attend two meetings with City Staff to review any comments from City's review at each progress submittal.

3.9. Revise the preliminary drawings based on the City's review comments.

3.10. Attend one public meeting to present the preliminary drawings.

3.11. Olsson's services under the Preliminary Design Phase will be considered complete upon completion of the Public Meeting.

4. Final Design and Bid Documents

Upon notice from the City on approval of the preliminary design deliverables, Olsson shall:

4.1 Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Drawings will include a Cover Sheet, Drainage Map, Easement Plan, Erosion Control Plans, Plan & Profiles, Typical Sections and Detail Sheets.

4.2. Update the Engineer's Opinion of Probable Construction Cost based on the final design.

4.3. Prepare project manual including technical specifications, project special conditions, measurement and payment descriptions and bid form. Olsson will utilize City standard front-end documents (i.e. general conditions, requirements of the contract, bond forms, etc.).

4.4. Prepare and furnish Bidding Documents at 90% & 100% progress for review by Client, its legal counsel, and other advisors, and assist Client in the preparation of other related documents.

4.5. Attend one meeting with the City Staff to review any comments from City's review.

4.6. Revise the Bidding Documents in accordance with comments and instructions from the Client, as appropriate, and submit final copies of the Bidding Documents, a revised opinion of probable Construction Cost to Client after receipt of Client's comments and instructions.

4.7. Olsson's services under the Final Design Phase will be considered complete on the date when the submittals noted in Item 4.6 above have been delivered to Client.

5. Bid Phase

After acceptance by Client of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase and upon written authorization by Client to proceed, Engineer shall:

5.1. Provide and distribute project drawings and contract specifications to all interested parties. Maintain plan-holders list for tracking purposes.

5.2 Address inquiries prior to the bid opening from contractors, subcontractors, and suppliers. Draft and issue addenda to plan-holders as required.

5.3 Conduct a pre-bid conference.

5.4. Submit a sealed, detailed project cost estimate to the City Clerk prior to the bid opening and assist the City in reviewing the bids for completeness and accuracy. Prepare bid tabulation and submit to the City. Submit a written recommendation of contract award to the City.

5.5. Consult with, advise, and submit a written report to the City on the responsibility and responsiveness of contractors, the acceptability of subcontractors, substitute material and equipment proposed by the project bidders. The Consultant shall review the following criteria in determination of contractor and sub-contractor acceptability:

- Contractor's Certified Financial Statement
- The contractor's and sub-contractors' personnel and their relative experience, and the quality and availability of the equipment and machinery. The contractor and sub-contractor must also establish that the supervisor directly in charge of the work has been actively engaged in construction and coordination for the type of work required by the bid documents for a continuous period of at least two (2) years within the five (5) years preceding the bid opening.
- The contractor's and sub-contractors' performance record in performance of other similar contracts for public and private improvements.
- Obtain and contact a minimum of three of the Prime contractor's references and, if requested, a minimum of three of the sub-contractors' references.
- The nature and extent of other contract commitments involving the use of the contractor's and sub-contractors' personnel, machinery and equipment.
- Whether or not the contractor or sub-contractors have been denied contract award by other public entities, and if so, the reasons thereof, including entity name, type of work, and date of denial.
- Any other fact that, in the Consultant's opinion, would materially affect the ability of the contractor or sub-contractors to properly, adequately, expeditiously and satisfactorily prosecute the work.

5.6. Provide the successful bidder with up to eight (8) sets of the contract specifications ready for contract execution.

OPTIONAL SERVICES

At the City's option, Olsson can provide the following services:

A. Land and Easement Acquisition

a Olsson will hire an appraiser to establish land and easement values to be used in property and easement acquisitions. Olsson will meet with the appraiser one time on site to discuss project components and discuss the property and easement maps.

b Olsson staff will assist the City in acquiring signed easement and property dedication instruments for those being donated to the City. Where the City must purchase land from the private property owners, negotiations and transactions shall be coordinated by the City.

B. Construction Phase Services

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

a Consult with Client and act as Client's representative. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Provisions shall not be modified, except as Engineer may otherwise agree in writing. All of Client's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the General Provisions except as otherwise provided in writing.

b Provide the services of a Resident Project Representative (RPR) at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth herein.

c Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

d Receive, review, and determine the acceptability of schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

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

f In connection with observations of Contractor's Work while it is in progress:

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

if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Client informed of the progress of the Work.

h Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

i Recommend to Client that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

j Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.

k Recommend Change Orders and Work Change Directives to Client, as appropriate, and prepare Change Orders and Work Change Directives as required.

l Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

m Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

n Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents.

o Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, determine the amounts that Engineer recommends

Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Client, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

p Receive, review, and transmit to Client maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

q Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site review to determine if the Work is substantially complete. If after considering any objections of Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client and Contractor.

r Conduct a final site review to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

s Provide the City with one (1) set of Mylar prints, two (2) sets of black line prints, 1 electronic copy in .pdf format, and AutoCAD base files of as-constructed drawings. The Consultant will determine the as-constructed distances and elevations.

SCHEDULE FOR SERVICES

Anticipated timeframe for completion of Basic Design services tasks 1-5 is 6-8 months.

TASK BREAKDOWN OF HOURLY FEES FOR PROFESSIONAL SERVICES

Task Descriptions	Sr. Engr	Proj. Mgr.	Asst. Eng.	Landscape Arch.	Eng/GIS Tech.	Geotech Engr.	Inspector/ Tech.	Sr. Env. Sci.	Env. Scientist	2- Man Survey	Survey Tech	Senior Surveyor	Grant Writer	Graphics/ Clerical	Direct Costs	Extensions	Sub-Totals
	$171	$121	$85	$100	$78	$149	$78	$142	$93	$125	$78	$85	$70	$57			
1. Coordination, Meetings and Public Involvement																	
Kickoff meeting	1	1	1												$ 50	$ 427	
3 Progress Meetings with city Staff	3	3	2												$ 150	$ 1,196	
Prepare property owner questionnaires			1												$ -	$ 85	
1 Public Meeting with affected property owners	1	2	4		4									4	$ 200	$ 1,493	$ 3,201
2. Survey & Data Collection/Verification																	
Obtain aerial, contour, and as-built data		2	4												$ 50	$ 632	
Obtain utility information			1									2				$ 255	
Titlework & Legal descriptions for easement/property taking		2	5								34	17			$ 1,800	$ 6,564	
Review traffic study recommendations			1													$ 85	
Topographic Survey										16					$ 150	$ 2,150	
Utility Survey										4					$ 50	$ 550	
Onsite verification of topographic survey			4													$ 340	
Base map development											9	3				$ 957	
Create preliminary easement plan			2		2						6	2				$ 964	$ 12,497
3. Preliminary Design																	
Preliminary Site Design Layout	2	8	12		18											$ 3,734	
Utility Coordination			4		4											$ 652	
Hydraulic & Hydrologic Analysis	1		10													$ 1,021	
Preliminary Estimate of Probable Cost	1	2			3											$ 647	
Preliminary Technical Specifications	1	4	2											4		$ 1,053	
Preliminary Construction Plans	2	6	20		24										$ 50	$ 4,690	
60% Design Plans	2	6	16		40										$ 50	$ 5,598	$ 17,395
4. Final Design and Bid Documents																	
Final Construction Plans	4	8	16		50										$ 50	$ 6,962	
Updated Engineers Probable Cost Estimate	1	3			4											$ 846	
Prepare Project Manual	1	2	4											10	$ 50	$ 1,373	
Final Specifications	1	2	4											4		$ 981	
QA/QC Plans and Specifications	4	4														$ 1,168	$ 11,330
5. Bid Phase																	
Print/Distribute Plans & Specifications			2		4									4	$ 400	$ 1,110	
Answer Questions, Issue Addenda during bid period		6												2		$ 840	
Attend, Document Pre-Bid Meeting		2														$ 242	
Attend Bid Opening, Tabulate and Recommend Award		2	3											2		$ 611	$ 2,803
SUBTOTAL ENGINEERING DESIGN SERVICES	25	66	118	0	153	0	0	0	0	20	49	24	0	30	$ 3,050		$ 47,226
OPTIONAL ITEMS																	
A. Land & Easement Acquisition																	
Appraisal of property		2													$ 10,000	$ 10,242	
Land/easement acquisition assistance		20	10													$ 3,270	$ 13,512
B. Construction Phase																	
Resident Construction Observer (assume 3 month construction schedule)							250								$ 500	$ 20,000	
Pre-Construction and Monthly Progress Meetings		4	1				10									$ 1,349	
Weekly Construction Reports							9									$ 702	
Issue Work Change Orders and Field Directives		4					6									$ 952	
Review Submittals, Substitutions and Progress Payments			10				10									$ 1,630	
Final Walk Through and Close-out Documentation		8					12									$ 1,904	
As-Built Survey and Drawings		2			8					8	4					$ 2,178	$ 28,715
TOTAL OPTIONAL SERVICES	45	14	21	0	8	0	297	0	0	8	4	0	0	0	$ 10,500		$ 42,227

OLSSON ASSOCIATES

BILLING RATE SCHEDULE - YEAR 2013

Classification	Hourly Rate
Client Manager	150.00
Senior Engineer	171.00
Senior Project Engineer	140.00
Project Engineer	121.00
Associate Engineer	100.00
Assistant Engineer	85.00
Student Engineer	52.00
Project Landscape Architect	100.00
Senior Surveyor	95.00
Surveyor	85.00
Associate Surveyor	65.00
Assistant Surveyor	54.00
Design Associate	97.00
Design Technician	79.00
Senior Technician	78.00
Associate Technician	65.00
Assistant Technician	55.00
Student Technician – Level 1	40.00
Administrative Coordinator	68.00
Administrative Assistant	58.00
Secretarial	57.00

GENERAL PROVISIONS

These General Provisions are attached to and made a part of a LETTER AGREEMENT, dated November 12, 2013 between the City of Joplin, Missouri ("Client") and Olsson Associates ("Olsson") for professional services in connection with Ditch & Culvert Improvements – Connecticut Ave between 35th St. and 37th St. (TSO610), Joplin, Missouri (hereinafter called the "Project").

SECTION 1—OLSSON's BASIC SERVICES

See Letter Agreement attached.

SECTION 2—ADDITIONAL SERVICES OF OLSSON

2.1 Unless otherwise expressly included, Olsson's normal and customary engineering services described here or in the LETTER AGREEMENT do not include the following categories of work which shall be referred to as Additional Services.

2.2. If Client and Olsson mutually agree to perform any of the following Additional Services, Client will provide written approval of the agreed upon scope of services, and Olsson shall perform or obtain from others such services and will be paid therefore as provided in the LETTER AGREEMENT. EITHER CLIENT or Olsson may elect not to perform all or any of the following Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project in addition to those required under Basic Services; preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Providing renderings or models.

2.2.5 Preparing documents for alternate bids requested by Client for work which is not executed or for out-of-sequence work.

2.2.6 Detailed consideration of operations, maintenance and overhead expenses; value engineering and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.

2.2.7 Furnishing the services of independent professional associates or consultants for work other than Basic Services.

2.2.8 If Olsson's compensation for Basic Services is not on the basis of Direct Labor or Salary Costs, Additional Services shall include services necessary due to the Client's award of more than one prime contract for the Project, services necessary due to the construction contract containing cost plus or incentive-savings provisions, services necessary in order to arrange for performance by persons other than the prime contractor and those services necessary to administer Client's contract(s).

2.2.9 Services in connection with staking out the work of Contractor(s).

2.2.10 Services during out-of-town travel other than visits to the site.

2.2.11 Preparation of operating and maintenance manuals to supplement Basic Services.

2.2.12 Services to redesign some or all of the Project.

2.2.13 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

2.3 When required by the Agreement or Contract Documents in circumstances beyond Olsson's control, Olsson shall perform or obtain from others any of the following Additional Services as circumstances require during construction and without waiting for specific instructions from Client, and Olsson will be paid therefore as provided in the Letter Agreement:

2.3.1 Services in connection with work directive changes and change orders to reflect the changes requested by Client if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.3.2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damage by fire or other causes during construction, (2) a significant amount of defective, inefficient or neglected work by any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project; designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project; examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's service.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Master Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven days' written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property.

3.4.3 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor(s)' applications for payment, and any inspection services to determine if Contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from Contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project.

3.7 Contemporaneously with the execution of the LETTER AGREEMENT, Client shall designate in writing an individual to act as its duly authorized Project representative.

SECTION 4—MEANING OF TERMS

4.1 As used herein, the term "this Agreement" refers to these General Provisions, the LETTER AGREEMENT to which these General Provisions refer, and any other exhibits or attachments made a part thereof as if they were part of one and the same document.

4.2 The "construction cost" of the entire Project (herein referred to as "Construction Cost") means the total cost to Client of those portions of the entire Project designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to Client pursuant to Section 3.

4.3 The "Salary Costs": Used as a basis for payment mean salaries and wages (basic and incentive) paid to all Olsson's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.4 "Reimbursable Expenses: The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project, and shall be included in periodic billing as applicable as follows:

Classification	Costs
Automobiles	$0.565/mile*
Suburbans and Pick-Ups	$0.75/mile*
Duplication	
In-house	Actual Cost
Outside	Actual Cost+10%

Classification	Costs
Meals	Actual Cost
Postage & Shipping Charges for Project Related Materials	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable only to this Project	Actual Cost+10%
Subconsultants	Actual Cost+10%

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

4.5 "Certify" or "a Certification": A statement of Olsson's opinion, based on its observation of conditions, to the best of Olsson's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that Olsson's certification shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.6 "Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the work on the project will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.7 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.8 "Inspect" or "Inspection": The visual observation of the Contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the inspected work, generally conforms to the Contract Documents. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. In making such visual observations, Olsson makes no guarantees for, and shall have no authority or control over, the Contractor's performance or the Contractor's failure to perform any work in accordance with the Contract Documents. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the Contractor.

4.9 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the project made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the drawings.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice of default for any of the following reasons provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

5.1.4 Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days' written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Basic or Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of not less than 10% of Olsson's actual costs incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes, arising out of this Agreement or related to the services provided under this Agreement shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project, provided that if arbitration or litigation is commenced prior to the completion of the Project, the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in the County and State of the project location, or in the State of Olsson's home office, Nebraska.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including Drawings and Specifications prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and Olsson shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any drawing, report or data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinions of Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Olsson cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost

prepared by Olsson. If prior to the Bidding or Negotiating Phase Client wishes greater assurance as to Total Project or Construction Costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. Olsson's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services and paid for as such by Client.

7.4 Controlling Law and Venue

7.4.1 The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska or the State of the project locale. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska or the project State locale.

7.5 Subconsultants

Olsson may utilize as necessary in its discretion Subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.6 Assignment

7.6.1 Client and Olsson each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.6.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.6.2. Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.6.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.7 Indemnity

Olsson and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to personal injury or property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.8 Limitation on Damages

7.8.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this AGREEMENT. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

7.8.2 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the total amount of Olsson's fees earned under this Agreement. Client acknowledges that such causes include, but are not limited to, Olsson's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7.9 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

COUNCIL BILL NO. 2013-349 ORDINANCE NO.

AN ORDINANCE approving by and between the City of Joplin and Olsson Associates an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Forty Seven Thousand Two Hundred Twenty Six and No/100 Dollars ($47,226.00) and authorizing the Director of 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 Olsson Associates an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Forty Seven Thousand Two Hundred Twenty Six and No/100 Dollars ($47,226.00)

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 Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Parks & Stormwater Sales Tax fund, 130-4555-530-8665 Project TS0610 to pay the amount called for in said Agreement.

_____
Leslie Haase, Director of Finance

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 18, 2013

ITEM: COUNCIL BILL NO. 2013-517
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

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

Finance Director: Leslie Haase LH	**Date:** 11-8-13
Human Resources Director: David Allgood DA	**Date:** 11-11-13
City Attorney: Brian Head BH	**Date:** 11-11-13
City Manager: R. Mark Rohr RMR	**Date:** 11-11-13

INTRODUCTION:
This Council Bill approves a three and six-tenths percent (3.6%) wage adjustment for Council employees to correspond with the average wage increase for all city employees, since the adoption of the new plan and corresponding raises in May of 2013.

DISCUSSION:
The Salary Administration Plan is the system that is maintained and utilized to hire and retain city employees. A new competency and performance-based salary administration plan was adopted for the 2012-2013 fiscal year. In May of 2013, employees began to receive raises based on a performance measurement document. The average wage increase for all city employees, since this date is 3.6%.

Council is granting a pay increase to the City Manager, City Attorney, City Clerk and Municipal Judge in the amount of the average increase for all city employees under the newly adopted pay plan.

RECOMMENDATION:

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

COUNCIL BILL NO. 2013-517 **ORDINANCE NO.**

AN ORDINANCE adopting and establishing the pay rates for the 2013-2014 Fiscal Year for certain Unclassified Council Employees; and containing an emergency clause.

WHEREAS, the Council of the City of Joplin, Missouri, has reviewed certain Unclassified Council Employees and desires to increase the annual rate of pay for the City Manager, the City Attorney, the City Clerk, and the Municipal Judge by 3.6%; and,

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

Section 1. That the Annual Salary for FY 2013-2014 for the City Manager, the City Attorney, the City Clerk, and the Municipal Judge be increased by 3.6% effective on November 2, 2013 as provided in Exhibit "A" attached hereto and incorporated herein by reference.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

EXHIBIT "A"

CITY OF JOPLIN
COUNCIL EMPLOYEE ANNUAL PAY
2-Nov-13

POSITION	CURRENT ANNUAL PAY	3.6% INCREASE ANNUAL PAY
CITY CLERK	57,439	59,507
CITY ATTORNEY	98,317	101,857
CITY MANAGER	151,457	156,910
MUNICIPAL JUDGE	90,034	93,275

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 18, 2013
ITEM: Council Bill No. 2013-518 approving an Agreement for audit services

ATTACHMENTS: Copy of Council Bill No. 2013-518; copy of Agreement; Bid Tabulation.

Department Head: Leslie Haase LH — **Date:** 11-11-13
City Attorney: Brian Head BH — **Date:** 11-11-13
City Manager: Mark Rohr RWR — **Date:** 11-11-13

INTRODUCTION:
This Council Bill approves the Audit Services Agreement for the audit of the City's general-purpose financial statements, the Single Audit, the Police and Fire Pension Audit, and the Joplin Regional Airport's Passenger Facility Charge (PFC) Program for the fiscal year ended October 31, 2013. The Agreement is renewable, at the City's option, for each of the four (4) subsequent years.

DISCUSSION:
The City Charter in §2.14 requires an annual audit of the financial statements of the City government by a certified public accountant or firm of certified public accountants. Cochran Head Vick & Co., P.C. has audited the City of Joplin records for the past eight years. Prior to that time period, KPMG audited the City of Joplin records for nine years. On October 14, 2013, the City developed a "Request for Proposal" (RFP) for Professional Auditing Services which was mailed to various Certified Public Accounting firms. A legal notice for "Professional Auditing Services" was published in the Joplin Globe inviting proposals from qualified organizations to provide auditing services to the City. Four firms responded to this RFP. After reviewing the proposals, four were found to be conforming bids.

The bids were analyzed separately by three Finance Department staff members and the ratings were averaged based on a combination of technical qualifications and cost.

RECOMMENDATION:
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2013-518 **ORDINANCE NO.**

AN ORDINANCE approving an agreement for professional auditing services for the City of Joplin; authorizing the City Manager to execute said agreements; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri has advertised and received written proposals to provide professional auditing services; and,

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

Section 1. That the City enter into an agreement to provide auditing services in accordance with the proposal received November 7, 2013 for the fiscal year ending October 31, 2013 with an option to renew for a period of four (4) years at the City's option, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A" be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri is authorized and directed, upon recommendation and approval of the City Attorney, to execute said agreement, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

CITY OF JOPLIN
PROFESSIONAL AUDIT SERVICES
SUMMARY AVERAGE RATING
2013-RFP-32

Company Name	Leslie Haase	Sherri McCulloch	AJ Whistler	Total Summary Avg Rating
Cochran, Head & Co	94	98	96	96
McGladrey	93	93	92	93
Rubin Brown	80	81	78	80
BKD	66	62	67	65

CITY OF JOPLIN
PROFESSIONAL AUDIT SERVICES
TOTAL RATING
2013-RFP-32

Company Name	Fee Rating	Technical Rating	Total Rating
Cochran, Head & Co.	50	46	**96**
McGladrey	45	47	**92**
Rubin Brown	33	45	**78**
BKD	24	43	**67**

Prepared by: AJ Whistler
Audit Bid Analysis 2013 - AJ 11:45 AM 11/8/2013

CITY OF JOPLIN
PROFESSIONAL AUDIT SERVICES
FEE COMPARISON
2013-RFP-32

	Audit Services					PFC Audit					Pension Audit					Average	Fee
	2013	2014	2015	2016	2017	2013	2014	2015	2016	2017	2013	2014	2015	2016	2017	Fee	Rating
Cochran, Head & Co.	$ 63,250	$ 65,148	$ 67,100	$ 69,115	$ 71,188	$2,000	$2,060	$2,122	$2,185	$2,251	$4,500	$4,635	$4,774	$4,917	$5,065	$ 74,062	**50**
McGladrey	65,000	68,900	68,900	71,000	73,100	1,500	1,550	1,600	1,650	1,700	10,000	10,300	10,600	10,900	11,200	81,180	**45**
Rubin Brown	84,700	87,240	89,860	92,560	95,340	3,000	3,090	3,180	3,280	3,380	5,000	6,150	6,300	6,460	6,620	99,232	**33**
BKD	89,500	93,080	96,805	100,680	104,705	4,000	4,160	4,325	4,500	4,680	10,900	11,330	11,780	12,250	12,740	113,087	**24**

Fee Rating Based on the Following:
Maximum Points = 50
Lowest Conforming Bid = $74,062
Conforming Bid Doubled = $148,124
Therefore: $74,062 = 50 Points and $148,124 = 0 Points
Rating is Based on the Relationship Between $74,062 and $148,124

Prepared by: AJ Whistler
Audit Bid Analysis 2013 - AJ 11:45 AM 11/8/2013

CITY OF JOPLIN
PROFESSIONAL AUDIT SERVICES
TECHNICAL COMPARISON
2013-RFP-32

	Maximum Points	Cochran, Head,Vick & Co Kansas City	McGladrey Kansas City	Rubin Brown Overland Park	BKD Springfield
Experience with Comparable Government Engagements	**8**	7	8	6	5
Adequacy of Staffing Plan	**7**	6	6	6	6
Realistic Estimates of Time Required	**7**	6	6	6	7
Quality & Governmental Experience of Personnel	**8**	8	7	8	7
Experience Involving A-133 Audits	**8**	7	8	7	8
Firm's Policies & Procedures Regarding Staff (Education)	**6**	6	6	6	5
Adequacy of Sampling Techniques	**6**	6	6	6	5
Technical Rating	**50**	**46**	**47**	**45**	**43**
Estimate of Time Required		600	650	730	1094

Prepared by: AJ Whistler
Audit Bid Analysis 2013 - AJ 11:45 AM 11/8/2013

CITY OF JOPLIN
PROFESSIONAL AUDIT SERVICES
TOTAL RATING
2013-RFP-32

Company Name	Fee Rating	Technical Rating	Total Rating
Cochran, Head & Co.	50	44	**94**
McGladrey	45	48	**93**
Rubin Brown	33	47	**80**
BKD	24	42	**66**

Prepared by: Leslie Haase
Audit Bid Analysis 2013 2:51 PM 11/8/2013

CITY OF JOPLIN
PROFESSIONAL AUDIT SERVICES
FEE COMPARISON
2013-RFP-32

	Audit Services					PFC Audit					Pension Audit					Average	Fee
	2013	2014	2015	2016	2017	2013	2014	2015	2016	2017	2013	2014	2015	2016	2017	Fee	Rating
Cochran, Head & Co.	$ 63,250	$ 65,148	$ 67,100	$ 69,115	$ 71,188	$2,000	$2,060	$2,122	$2,185	$2,251	$4,500	$4,635	$4,774	$4,917	$5,065	$ 74,062	**50**
McGladrey	65,000	66,900	68,900	71,000	73,100	1,500	1,550	1,600	1,650	1,700	10,000	10,300	10,600	10,900	11,200	81,180	**45**
Rubin Brown	84,700	87,240	89,860	92,560	95,340	3,000	3,090	3,180	3,280	3,380	5,000	6,150	6,300	6,460	6,620	99,232	**33**
BKD	89,500	93,080	96,804	100,680	104,705	4,000	4,160	4,325	4,500	4,680	10,900	11,330	11,780	12,250	12,740	113,087	**24**

Fee Rating Based on the Following:
Maximum Points = 50
Lowest Conforming Bid = $74,062
Conforming Bid Doubled = $148,124
Therefore: $74,062 = 50 Points and $148,124 = 0 Points
Rating is Based on the Relationship Between $74,062 and $148,124

Prepared by: Leslie Haase
Audit Bid Analysis 2013 3:13 PM 11/8/2013

CITY OF JOPLIN
PROFESSIONAL AUDIT SERVICES
TECHNICAL COMPARISON
2013-RFP-32

	Maximum Points	Cochran, Head,Vick & Co Kansas City	McGladrey Kansas City	Rubin Brown Overland Park	BKD Springfield
Experience with Comparable Government Engagements	**8**	8	8	8	6
Adequacy of Staffing Plan	**7**	5	6	7	7
Realistic Estimates of Time Required	**7**	7	7	6	5
Quality & Governmental Experience of Personnel	**8**	6	8	7	6
Experience Involving A-133 Audits	**8**	8	8	8	7
Firm's Policies & Procedures Regarding Staff (Education)	**6**	4	5	5	5
Adequacy of Sampling Techniques	**6**	6	6	6	6
Technical Rating	**50**	**44**	**48**	**47**	**42**
Estimate of Time Required		0	0	0	0

Prepared by: Leslie Haase
Audit Bid Analysis 2013 3:13 PM 11/8/2013

CITY OF JOPLIN
PROFESSIONAL AUDIT SERVICES
TOTAL RATING
2013-RFP-32

Company Name	Fee Rating	Technical Rating	Total Rating
Cochran, Head & Co.	50	48	**98**
McGladrey	45	48	**93**
Rubin Brown	33	48	**81**
BKD	24	38	**62**

Prepared by: Sherri McCulloch
Audit Bid Analysis 2013 11:00 AM 11/8/2013

CITY OF JOPLIN
PROFESSIONAL AUDIT SERVICES
FEE COMPARISON
2013-RFP-32

	Audit Services					PFC Audit					Pension Audit					Average	Fee
	2013	2014	2015	2016	2017	2013	2014	2015	2016	2017	2013	2014	2015	2016	2017	Fee	Rating
Cochran, Head & Co.	$ 83,250	$ 65,148	$ 67,100	$ 69,115	$ 71,188	$2,000	$2,060	$2,122	$2,185	$2,251	$4,500	$4,635	$4,774	$4,917	$5,065	$ 74,062	**50**
McGladrey	85,000	86,900	68,900	71,000	73,100	1,500	1,550	1,800	1,650	1,700	10,000	10,300	10,600	10,900	11,200	81,180	**45**
Rubin Brown	84,700	87,240	89,860	92,580	95,340	3,000	3,090	3,180	3,280	3,380	5,000	6,150	6,300	6,460	6,620	99,232	**33**
BKD	89,500	93,080	96,804	100,680	104,705	4,000	4,160	4,325	4,500	4,680	10,900	11,330	11,780	12,250	12,740	113,087	**24**

Fee Rating Based on the Following:
Maximum Points = 50
Lowest Conforming Bid = $74,062
Conforming Bid Doubled = $148,124
Therefore: $74,062 = 50 Points and $148,124 = 0 Points
Rating is Based on the Relationship Between $74,062 and $148,124

Prepared by: Sherri McCulloch
Audit Bid Analysis 2013 11:00 AM 11/8/2013

CITY OF JOPLIN
PROFESSIONAL AUDIT SERVICES
TECHNICAL COMPARISON
2013-RFP-32

	Maximum Points	Cochran, Head,Vick & Co Kansas City	McGladrey Kansas City	Rubin Brown Overland Park	BKD Springfield
Experience with Comparable Government Engagements	**8**	8	8	8	5
Adequacy of Staffing Plan	**7**	6	7	6	6
Realistic Estimates of Time Required	**7**	7	6	6	4
Quality & Governmental Experience of Personnel	**8**	7	8	8	6
Experience Involving A-133 Audits	**8**	8	7	8	6
Firm's Policies & Procedures Regarding Staff (Education)	**6**	6	6	6	6
Adequacy of Sampling Techniques	**6**	6	6	6	5
Technical Rating	**50**	**48**	**48**	**48**	**38**
Estimate of Time Required		600 Hours	650 Hours	730 Hours	1094 Hours

Prepared by: Sherri McCulloch
Audit Bid Analysis 2013 11:00 AM 11/8/2013

EXHIBIT A

AGREEMENT

FOR AUDIT SERVICES

THIS AGREEMENT, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main Street, Joplin, Missouri, 64801, and _____, whose address is _____, hereinafter referred to as the "Auditor."

WHEREAS, the City of Joplin desires to engage the Auditor to render certain services hereinafter described in Request For Proposal **2013-RFP-32** which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Auditor submitted a proposal dated November 7, 2013 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Auditor has become the lowest and best Offeror for performing the services listed in the Notice of Award which Notice of Award is attached hereto and incorporated herein as Exhibit C;

NOW, THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

1. The City agrees to engage the Auditor and the Auditor agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit C.

2. The services of the Auditor shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Auditor in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit C.

3. The City agrees to pay the Auditor in accordance with the prices and terms set forth in Exhibit B for work

authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Auditor.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Auditor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Auditor shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Auditor represents that Auditor will secure at Auditor's own expense, all personnel required to perform the services called for under this contract by Auditor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Auditor. All of the services required hereunder will be performed by the Auditor or under Auditor'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.

7. Termination: If, through any cause, the Auditor shall fail to fulfill in timely and proper manner Auditor's obligations under this contract, or if the Auditor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Auditor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. In such event, the Auditor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Auditor 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 Auditor.

8. Assignment: The Auditor 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 Auditor 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. Any reports, data, or similar information given to or prepared or assembled by the Auditor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Auditor without prior written approval of the City unless required by law, subpoena or professional standard.

10. Modification of Contract: The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Auditor and processed through the Finance Department. Upon request by the City, the Auditor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. Contract Documents: The agreement between the City of Joplin and the Auditor shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Auditor's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Auditor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Auditor's proposal. In all other matters not affected by the written clarification, if any, the Request For Proposal shall govern. The Auditor is cautioned that his proposal shall be subject to acceptance without further clarification.

12. Appropriation of Funds: In the event that funds are not appropriated by the Council of the City of Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

13. The Auditor agrees and understands that the City of Joplin's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Auditor's proposal. Therefore, the Auditor agrees that

no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Auditor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Joplin agrees that an approval of a substitution will not be unreasonably withheld.

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

15. The Auditor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workmen Compensation Program of the City.

16. Certification of Non-Resident/Foreign Auditors: If the Auditor is a foreign corporation or non-resident Auditor, it is agreed that the Auditor shall procure and maintain during the life of this contract:

A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

17. Nondiscrimination: The Auditor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Auditor or applicant for employment and shall include a similar

provision in all subcontracts let or awarded hereunder.

18. Auditor 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 Auditor further covenants that in the performance of this contract no person having such interest shall be employed.

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

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

(A) In no event shall the City, its agents and employees, be liable to the Auditor 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, its agents and employees, shall be limited to the amount of money to be paid or received by the City under this contract.

(B) The Auditor shall defend, indemnify, and hold the City, its agents and employees, harmless from and against all claims, losses, and liabilities arising out of personal injuries, including death, and damage to property which are caused by the Auditor arising out of or in any way connected with this contract. Auditor further agrees to defend, indemnify, and hold the City, its agents and employees, harmless from and against any claims, losses, and liabilities arising out of the award of this contract to the Auditor.

(C) The Auditor assumes full responsibility for relations with Subcontractors, and shall defend, indemnify and save harmless the City, its agents and employees, from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence

(whether sole, concurrent, or otherwise) on the part of the City, its agents or employees.

(D) The Auditor shall indemnify and hold the City, its agents and employees, harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards act or any other federal or state law.

21. Conflict of Interest: 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 RSMo. Chapter 105 shall not be violated.

22. Entire Agreement: This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between 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.

23. Waiver: No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

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

25. Notices: All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Finance Department, 602 South Main Street, Joplin, Missouri, 64801 and the Auditor at _____. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

26. Agreement Time: This agreement shall commence with the performance of the 2013 audit and continue through the 2017 audit. This Agreement may, at the option of the City, be extended for an additional term of one (1) year, upon the same terms and conditions. If City desires to extend this Agreement, it shall provide at least ninety (90) days' written notice.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers in three (3) counterparts, each of which shall be deemed an original on this _____ day of _____, 2013.

CITY OF JOPLIN, MISSOURI

By:_____

R. Mark Rohr, City Manager

AUDITOR

_____

Company Name

By:_____

Signature

Name:_____

Print or type

Title:_____

CERTIFICATE OF DIRECTOR OF FINANCE:

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

ATTEST:

_____

Barbara L. Hogelin, City Clerk

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: November 18, 2013

ITEM: Council Bill 2013-631 amending the Classification and Pay Plan adopted by Ordinance No. 2012-173, and authorizing the updating of certain job descriptions presently in use by the City and containing an emergency clause.

ORIGINATING DEPARTMENT: Department of Human Resources

ATTACHMENTS: Council Bill No. 2013-631, Summary Sheet, Descriptions for updated classifications, Revised Classification and Pay Plan, Budget Amendment and Financial Impact.

CITY MANAGER:	R. Mark Rohr	**DATE:** 11-11-13
CITY ATTORNEY:	Brian Head	**DATE:** 11-11-13
FINANCE DIRECTOR:	Leslie Haase	**DATE:** 11-11-13
HUMAN RESOURCES DIRECTOR:	Dave Allgood	**DATE:** 11-11-13

SUMMARY:

This Council Bill approves updating job descriptions for the Departments within the City of Joplin Classification and Pay System and a revised Classification and Pay Plan.

DISCUSSION:

During the informal meeting on October 21, 2013, City Council approved the reorganization plan of the Public Works Department to include changes to existing job descriptions and the classification plan. On October 30, 2013, the Personnel Board met and approved the changes as presented to Council on November 4, 2013. During that meeting, a decision was made to table this bill.

As a result of that decision, staff met and has agreed to place the position of Neighborhood Services Manager at Pay Range 340, and the Assistant Director of Parks & Recreation at Pay Range 350. Civil Engineer II will also be placed at Pay Range 350, and Civil Engineer I will be placed at Pay Range 330.

The position of Engineering Manager will be placed at Pay Range 370.

RECOMMENDATION:

Staff recommends approval of this Council Bill.

COUNCIL BILL NO. 2013-631 **ORDINANCE NO. 2013-___**

AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 and authorizing revised job classification titles and updating position descriptions; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013, and containing an emergency clause.

WHEREAS, the City Council of the City of Joplin, Missouri, upon the recommendation of the Carl S. Becker Company, Inc., approved and implemented a Classification and Pay Plan on October 16, 2000, revised November 1, 2006, and occasionally added to since that time;

WHEREAS, that the Classification and Pay Plan included provisions whereby the Plan was reviewed beginning in June 2007 with the Envisioning Process to determine second tier management staffing levels in specific departments and to be in line with the Blueprint for the Future I and II; and,

WHEREAS, these job descriptions are updates only and serve to revise many position descriptions that were written in 1993; and,

WHEREAS, the City Council of the City of Joplin, Missouri, upon recommendation of the City Staff, approved and implemented a new Classification and Salary Administration Plan on August 20, 2012 to be affected November 1, 2012;

WHEREAS, the Personnel Board and the City Manager have reviewed and approved these updated job descriptions.

WHEREAS, the City Manager has reviewed the Classification and Pay Plan amendments and is recommending these to the Council as stated above;

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

Section 1. That the Classification and Pay Plan adopted by the Council of the City of Joplin, Missouri, on August 20, 2012 by Ordinance No. 2012-173, and allows for functional and organization changes.

Section 2. That the classifications as attached hereto and indicated on the "Summary Sheet" are hereby established.

Section 3. That fiscal year 2013-2014 budgeted appropriations as adopted by Ordinance 2013-248 be amended by increasing revenues by the total amount of Sixty-One Thousand Five Hundred Dollars and No Cents ($61,500.00) and by increasing appropriations by the total amount of One Hundred Twenty-Three Thousand Dollars and No Cents ($123,000.00) for the purposes and amounts as shown in Schedule A attached hereto.

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations and estimated revenues.

Section 5. That this being an Ordinance affecting expenditures of the City government and having to do with the expenditure of public funds, shall be considered and Emergency Ordinance within the meaning of Section 2.12(3) (4) of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effectively immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian Head, City Attorney

City of Joplin

11-Nov-13

SUMMARY SHEET

Position	department	job desc - update/new completed	pay grade change - yes - no	org pay grade	updated pay grade	comments
Director of Public Works	Public Wks	yes (update)	no	410	no chg	updated job description only
Asst Dir PW/Planning Development	Public Wks	yes (update)	no	380	no chg	updated job description only
Asst Dir PW/Operations	Public Wks	yes (update)	no	380	no chg	updated job description only
Engineering Manager	Public Wks	yes (update)	yes	380	370	position changed to engineering mger only - no longer asst PW Director
Chief Building Offical	Public Wks	yes (update)	no	340	no chg	position changed to CBO only, no longer Nbrhd Imp & Bldg Code Sup
Laborer II	Public Wks	yes (update)	no	130	no chg	updated job description only
Transit Driver II	Public Wks	yes (update)	no	130	no chg	updated job description only
Wastewater Lab Supervisor	Public Wks	yes (update)	no	300	no chg	updated job description only
Neighboorhood Services Manager	Public Wks	yes (update)	yes	140	340	updated job description - reclassified from Community Develmt Asst
Civil Engineer II	Public Wks	no/sal class chg only	yes	340	350	pay grad chg based on survey data from other cities to bring more in line
Civil Engineer I	Public Wks	no/sal class chg only	yes	320	330	pay grad chg based on survey data from other cities to bring more in line
Jail Shift Supervisor	Police	yes (update)	no	170	no chg	updated job description only
Fleet Maintenance Supervisor	City Mger	yes (update)	no	300	no chg	updated job description only
Asst Dir Parks and Recreation	Parks & Rec	yes (new)	yes (new)	na	350	new position - pay grade based on survey data from other cities

JOB DESCRIPTION
CITY OF JOPLIN
DIRECTOR OF PUBLIC WORKS

TITLE: DIRECTOR OF PUBLIC WORKS

DEPARTMENT: PUBLIC WORKS

REPORTS TO: CITY MANAGER

DESCRIPTION:

Under general direction, plans, organizes, directs and administers the public works functions of the City of Joplin.

DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability are extremely important in this position and requires a high level of confidentiality.

SPECIFIC TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Organizes, coordinates, and directs, through subordinate supervisory staff, the work of crews involved in a variety of public works oriented activities, including street maintenance and repair, wastewater treatment, planning and inspection, and the operation of the airport; assesses/evaluates the need for new or expanded services or activities in these areas and makes appropriate recommendations to the City Manager.
- Prepares annual budget request and manages operating and capital budgets, including determining priorities and allocating resources; selects, trains, monitors, reviews and evaluates the work of subordinate supervisory staff to ensure that all operating divisions are achieving expected/established service levels and maximizing resource usage; meets with the public to explain various services and to identify and resolve problems and complaints. Sets goals and expectations of staff to ensure that overall City objectives and projects are clearly understood and steps are taken to accomplish.
- Confers with and provides technical engineering advice to engineering staff, consulting engineers and contractors regarding the design, construction, maintenance, and repair of streets, sidewalks, sewer lines, traffic controls, and municipal structures and facilities; oversees the review and approval of engineering drawings, plans, and blueprints to ensure compliance with established project specifications and established engineering standards; prepares project status reports and budget estimates.
- Confers and coordinates activities with State, Federal, and local engineering, environmental, and public works agencies/organizations; speaks before various civic and professional organizations on Public Works matters; presents periodic reports to the City Manager regarding Public Works Department operations.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Knowledge of management principles as related to overseeing a large diverse department.
- Skill in establishing and maintaining effective working relationships with elected City officials, other Department management staff, and the public.

MATHEMATICAL ABILITY

- Skill in planning, organizing, actuating, directing and control of a municipal public works program.
- Skill in evaluating complex public works oriented engineering designs, drawings, and plans to ensure compliance with established project specifications and engineering standards.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of the principles and practices of public administration, including budgeting, program planning/development, project management, and employee training and supervision.
- Knowledge of civil engineering, public works, and municipal utility operations.
- Skill in managing multiple projects and tasks concurrently.
- Skill in interpreting complex public works oriented engineering designs, drawings, plans, and regulations.

PHYSICAL REQUIREMENTS

- Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, FAX machines, copiers, and telephones; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of Joplin City Charter/Code regarding public works functions/activities.

GENERAL QUALIFICATIONS:

- A bachelor's of Science degree in Engineering accredited by the Accreditation Board for Engineering and Technology, Inc. (ABET).
- Experience equivalent to four years of professional engineering and five to seven years of upper management level supervisory experience, preferably in a public works setting.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

CERTIFICATION

- Must possess registration as Professional Engineer in the State of Missouri within one year of assuming the position.

JOB DESCRIPTION
CITY OF JOPLIN
ASSISTANT DIRECTOR OF PUBLIC WORKS/PLANNING AND DEVELOPMENT

TITLE: ASSISTANT DIRECTOR OF PUBLIC WORKS/PLANNING AND DEVELOPMENT

DEPARTMENT: PUBLIC WORKS

REPORTS TO: IMMEDIATE SUPERVISOR

DESCRIPTION:

Under general direction, plans, organizes and administers the planning and community development functions of the City of Joplin. Reports to the Director of Public Works.

DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability.

TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Organizes, coordinates, and directs, a variety of planning and community development oriented tasks and functions and assesses and evaluates new or expanded economic development needs of the City and makes appropriate recommendations. Oversees annexation issues. In addition oversees the; building, engineering, neighborhood services and planning divisions. May function as Public Works Director during an absence of the Public Works Director.
- Prepares annual budget request and manages operating and capital budgets within the division, including determining priorities and allocating resources; selects, trains, and evaluates the work of staff to ensure that all are achieving established goals and maximizing resources. Oversees grant programs and accomplishments with HUD, HOME, CDBG and EDA.
- Conducts public meetings and meets with groups and committees to identify and resolve problems.
- Serves as senior planner for the department. Provides professional planning assistance to members of the community. Conducts research and prepares statistical reports on land use, physical, social and economic conditions and issues.
- Coordinates and responds to annexation issues from the public, both voluntary and involuntary. Works with other departments and prepares reports to evaluate requests for review by the City Manager and consideration by City Council.
- Confers and coordinates activities with State, Federal, and local planning and development agencies and firms. Speaks before various civic and professional organizations; presents reports to the City Manager and City Council on individual projects as necessary.

PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in establishing and maintaining effective working relationships with elected City officials, other Department management staff and the public.

MATHEMATICAL ABILITY

- Knowledge of the principles and practices of public administration, municipal government, including budgeting, program planning/development, project management, and employee training and supervision.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Skill in evaluating complex plans to ensure compliance with established project specifications and standards.
- Skill in planning, organizing, and directing program.
- Skill in managing multiple projects simultaneously.

PHYSICAL REQUIREMENTS

- Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, FAX machines, copiers, and telephones; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of Joplin City Charter/Code.

QUALIFICATIONS:

- An undergraduate degree in Public Administration or Urban Planning.
- Experience equivalent to five years of professional planning experience, at least three of which must have been in a public sector setting.
- Preference given to a master's degree in planning or a related field.
- AICP certification preferred.
- Experience in staffing and supervision, finance and budget control and project planning and management.
- Must be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

JOB DESCRIPTION
CITY OF JOPLIN
ASSISTANT DIRECTOR OF PUBLIC WORKS/OPERATIONS

TITLE: ASSISTANT DIRECTOR OF PUBLIC WORKS/OPERATIONS

DEPARTMENT: PUBLIC WORKS

REPORTS TO: IMMEDIATE SUPERVISOR

DESCRIPTION:

Under general supervision, oversees and directs the day-to-day operations of a number of divisions in the Public Works Department.

DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability.
- Must maintain confidentiality

TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Confers and coordinates activities with State, Federal, and local environmental and public works agencies/organizations; speaks before various civic and professional organizations on Public Works matters; presents periodic reports to the Public Works Director regarding community services activities; oversees the overall operations of the Public Works Department in the capacity of Operations Manager. May function as the Public Works Director during the Public Works Directors absence.
- Organizes, coordinates, assigns, and reviews the work of staff involved in a variety of public works oriented activities, including environmental services such as wastewater treatment, solid waste management, sewer maintenance, facilities maintenance, infrastructure maintenance, public transportation and airport oversight.
- Works with Risk Management in the evaluation, development and implementation of the Public Works Department's safety program, including identifying safety oriented training needs, conducting training, retaining instructors, evaluating/selecting courses to meet the needs, scheduling employees' attendance, evaluating course effectiveness, and spot checking employees at their job sites to ensure they are complying with established safety procedures, practices, and guidelines. Reports any violations observed and recommends appropriate disciplinary actions.
- Presents reports to the City Manager and City Council on individual projects as necessary.

PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in establishing and maintaining effective working relationships with elected City officials, other Department management staff, and the public.
- Knowledge of public works operations, including environmental services, customer services, building, and fleet operations.

MATHEMATICAL ABILITY

- Knowledge of the principles and practices of municipal government, including budgeting, project management, program planning and development, employee training and supervision, and public works management.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Skill in researching, analyzing, and evaluating public works services and functions.
- Skill in interpreting complex public works regulations.
- Skill in evaluating complex public works oriented management standards.
- Skill in planning, organizing, and directing the work of staff.
- Skill in developing and implementing departmental safety policies and procedures.
- Skill in managing multiple projects simultaneously.

PHYSICAL REQUIREMENTS

- Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, calculators, FAX machines, copiers, and telephones; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of Joplin City Charter/Code regarding public works functions/activities.
- Knowledge of principles, practices, and techniques for developing and implementing an employee safety program.
- Knowledge of wastewater treatment facilities operations.

QUALIFICATIONS:

- An undergraduate degree in Engineering, Public Administration, Business Administration, or closely related area.
- Experience equivalent to five years full time supervisory, managerial, or administrative work in a public works organization.
- Must be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

JOB DESCRIPTION
CITY OF JOPLIN
ENGINEERING MANAGER

TITLE: ENGINEERING MANAGER

DEPARTMENT: PUBLIC WORKS

REPORTS TO: IMMEDIATE SUPERVISOR

DESCRIPTION:

Under general supervision, oversees and directs the day-to-day engineering activities of the Public Works Department.

DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability are extremely important in this job.
- Must maintain a high level of confidentiality.

TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Oversees the review and approval of engineering drawings, plans, and blue prints to ensure compliance with established project specifications and established engineering standards. Confers with and provides technical engineering advice to consulting engineers and contractors regarding the design, construction, maintenance, and repair of streets, sidewalks, sewer lines, traffic controls, and municipal structures and facilities; prepares project status reports and budget estimates. Plans and establishes engineering schedules and follows up on performance against the estimates.
- Coordinates activities with State, Federal, and local engineering, environmental, and public works agencies/organizations; speaks before various organizations on Public Works matters; presents reports regarding engineering projects and activities.
- Organizes, coordinates, assigns, and reviews the work of subordinate engineering staff involved in a variety of public works engineering related activities, including street design, general field surveys, bid and contract development, public works construction project inspection, and the design, construction and renovation of City buildings and facilities; meets with engineers, contractors, property owners, and the public to explain public works projects and resolve problems.
- Manages and trains the engineering team. Administers functions such as recruiting, hiring, reviewing performance and approving salary adjustments. Prepares and controls the division budget, forecasts operating costs of the division and assists in the preparation of budget requests. May prepare reports to the City Manager and City Council on individual projects as necessary.

PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in establishing and maintaining effective working relationships with elected City officials, other Department management staff, and the public.

MATHEMATICAL ABILITY

- Knowledge of the principles and practices of public administration, including budgeting, program planning/development, project management, and employee training and supervision.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Skill in interpreting complex public works oriented engineering designs, drawings, plans, and regulations.
- Skill in evaluating complex public works oriented engineering designs, drawings, and plans to ensure compliance with established project specifications and engineering standards.

PHYSICAL REQUIREMENTS

- Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, calculators, FAX machines, copiers, plotters and telephones; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of civil engineering, public works, and municipal utility operations.
- Knowledge of Joplin City Charter/Code regarding public works functions/activities.
- Skill in planning, organizing, and directing the work of subordinate engineering staff.

QUALIFICATIONS:

- A Bachelor's degree in Civil Engineering or closely related area of engineering.
- Experience equivalent to four years of professional engineering, at least two of which must have been in a public works setting.
- Must possess registration as Professional Engineer in the State of Missouri.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

JOB DESCRIPTION
CITY OF JOPLIN
CHIEF BUILDING OFFICIAL

TITLE: CHIEF BUILDING OFFICIAL

DEPARTMENT: PUBLIC WORKS

REPORTS TO: IMMEDIATE SUPERVISOR

DESCRIPTION:

Under general supervision, plans, coordinates, and reviews the day-to-day activities of subordinate staff responsible for building inspection and plan review.

DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability are extremely important in this job.
- Must maintain confidentiality.
- Plans, coordinates, assigns, and reviews the work of building inspectors and other support staff to ensure that new construction/remodeling projects for residential and commercial structures in the City of Joplin comply with established City zoning and building codes/ordinances and basic building codes and guidelines. Reviews construction plans for code compliance.
- Meets with architects, engineers, contractors, and home/business owners to explain City of Joplin building code and ordinances and basic building codes; investigates and resolves problems/disputes between inspection staff and home/business owners regarding code compliance; oversees issuance of construction oriented permits/licenses.
- Represents the City in meetings with the media, the Zoning Board of Adjustment and the Building Board of Appeals; develops and implements annual budget for the Building Division, including maintaining an inventory of equipment, supplies, and materials needed for the efficient, effective operation of the Division and ordering additional stock as necessary; maintains records and prepares reports.

TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in establishing and maintaining effective working relationships with property owners, architects, engineers, construction contractors, other staff, and the public.

MATHEMATICAL ABILITY

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of City of Joplin building and zoning codes and ordinances to be enforced.
- Knowledge of regulations and procedures for issuing building/sign permits.
- Knowledge of basic building codes and guidelines, including electrical, plumbing, and general construction codes.
- Knowledge of general management principles and practices, including budgeting, program/project planning and evaluation, and employee supervision and training.

- Skill in planning, organizing, and directing the activities of a municipal enforcement/regulatory agency.
- Skill in understanding and interpreting complex statutes, ordinances, regulations, and standards.
- Skill in reviewing and evaluating the work of subordinate staff to ensure that established regulatory/enforcement program standards are met.
- Skill in reading and understanding construction plans and blueprints.
- Skill in understanding and interpreting complex regulations and guidelines.
- Skill in inspecting property to identify violations of City of Joplin zoning and building codes and ordinances and violations of basic building codes and guidelines.
- Requires a high level ability to communicate orally and in written correspondence.

PHYSICAL REQUIREMENTS

- Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, FAX machines, copiers, and telephones; may require color and depth perception; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of the location of streets and addresses in the City of Joplin.

QUALIFICATIONS:

- A Bachelor's degree in engineering or construction management, or closely related field and experience equivalent to five years full time construction project management, at least two years of which involved supervisory responsibilities; OR additional construction project management experience may substitute for the required education on a year for year basis.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

JOB DESCRIPTION
CITY OF JOPLIN
LABORER II

TITLE: LABORER II

DEPARTMENT: PUBLIC WORKS AND PARKS & RECREATION DEPARTMENT

REPORTS TO: IMMEDIATE SUPERVISOR

DESCRIPTION:

Under direct to general supervision, is responsible for performing strenuous unskilled or semi-skilled labor of routine difficulty, including semi-skilled building maintenance, and routine landscape/grounds maintenance.

DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability.

TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Mows lawns, trims plants and shrubs, and prunes bushes and trees; physically moves large quantities of dirt and turf; operates equipment such as riding and push lawn mowers, brush hog, air hammer, weed-eaters, and pickup and larger trucks; assists Equipment Operator in opening and closing grave sites and setting markers/vases; picks up trash and maintains clean appearance of parks and cemeteries; cleans and maintains grounds keeping equipment and tools; operates rubber tire loader.
- Cleans and maintains restrooms and other park/recreation facilities, including picking up trash, washing facilities inside and out, making sure that restrooms are supplied with soap, toilet paper, and paper towels, and painting/performing minor plumbing repairs as necessary; performs repairs requiring light carpentry and routine electrical work; performing any building and grounds maintenance work necessary to ensure that City facilities are clean and neat.
- Maintains the buildings, grounds, and equipment at the City's wastewater treatment plants, including sweeping and mopping floors, cleaning and sanitizing laboratory, restroom, and lunch room areas, changing light bulbs, and painting; performs minor plumbing, carpentry, and electrical repair/maintenance work as necessary; cleans clarifiers, sludge drying pits, and skims scum from digesters; applies herbicides and insecticides as necessary; mows and trims grounds areas.
- Performs a variety of strenuous manual labor activities associated with repairing/maintaining streets and alleys, excavating and repairing sewer breaks and line stoppages, setting traffic signs and signal lights, cleaning catch basins, and picking up and hauling trash and debris from City owned/maintained parks, golf courses, cemeteries, wastewater treatment plants, and buildings.

PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in establishing and maintaining effective working relationships with other City employees and the public.

MATHEMATICAL ABILITY

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of general grounds/landscape maintenance procedures and techniques, including the application of herbicides and insecticides.
- Skill in operating and maintaining a variety of tools and equipment used in buildings and grounds maintenance work.
- Skill in understanding and following oral and written instructions.

PHYSICAL REQUIREMENTS

- Requires high levels of standing, bending, twisting, pushing, pulling, reaching, squatting, and carrying; requires being able to regularly lift 50 pounds and occasionally 75 pounds; manual dexterity to such a degree as to allow proper assembly, maintenance, and operation of job related equipment such as specialized maintenance tools or equipment; must be sighted, hearing, and mobile to such a degree as to not compromise safety rules or the safety of self/others while working; must possess visual depth perception.
- Skill in performing strenuous manual labor work.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of general building maintenance procedures and techniques, including carpentry, plumbing, painting, and electrical repair.
- Knowledge of the general procedures and techniques for the repair and maintenance of small engine gas powered tools and equipment.
- Knowledge of the operating procedures and techniques for a variety of buildings and grounds maintenance tools and equipment.
- Skill in repairing a variety of small gas engine powered tools and equipment.

QUALIFICATIONS:

- Graduation from high school or G.E.D. and one year of experience performing manual labor or buildings/grounds maintenance work.
- Must possess a valid Missouri Commercial Driver's license, or be able to obtain within 90 days of employment.
- Must possess a Hazmat certification (within the Streets Division), or be able to obtain within 90 days of employment.
- Must be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

JOB DESCRIPTION
CITY OF JOPLIN
TRANSIT DRIVER II

TITLE: TRANSIT DRIVER II

DEPARTMENT: PUBLIC WORKS

REPORTS TO: IMMEDIATE SUPERVISOR

DESCRIPTION:

Under supervision, is responsible for providing public transportation in a demand response mode for the Metro Area Public Transit System or (MAPS) and in a deviated fixed route mode for the Sunshine Lamp Trolley. Drivers make scheduled pick-ups and drop-offs for riders, who maybe elderly or disabled. Position requires excellent knowledge of service area, safe driving skills, sensitivity toward riders, and physical ability to push and secure heavy wheeled mobility devices.

DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability.
- Safety of passengers while in the vehicle during transit.

TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Operates equipment, such as a 25'-35' trolley in a proper and safe manner.
- Must follow daily computerized manifest of scheduled trips, accurately count fares, push heavy wheel chairs, bend and kneel to secure wheeled mobility devices, perform daily vehicle inspections, clean and maintain equipment, and assist passengers with disabilities.

PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in understanding and following oral and written instructions.
- Skill in establishing and maintaining effective working relationships with other City employees and the public
- Skill in providing quick, friendly service in a fast paced environment.
- Must have a neat appearance, a pleasant attitude, and a courteous manner.
- Must be able to work closely with the public, with diverse groups of people and have good public relations and/or communications skills.

MATHEMATICAL ABILITY

- Skill in accurately count fares

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Some knowledge of the proper use and storage of safety equipment, including wheel chair security straps, bio-hazard kits for emergency cleanups, and first-aid kits.
- Some knowledge of techniques for understanding/ assisting individuals with disabilities.
- Skill in effectively operating vehicle in a safe and professional manner.

PHYSICAL REQUIREMENTS

- Knowledge of general vehicle maintenance procedures and techniques, including the ability to perform a vehicle safety pre-inspection.

- Requires high levels of: balancing, climbing, grasping, kneeling, lifting, pulling, pushing, reaching, sitting, standing, squatting, and twisting.
- Must be able to step up and down bus steps to assist disabled passengers on and off the bus.
- Manual deployment of the wheelchair ramp requires being able to lift up to 35 pounds.
- Occasionally required to push, pull, slide, or partially lift passengers in wheelchairs/ mobility aids, bicycles, or strollers for passengers.

ENVIRONMENTAL ADAPTABILITY

- Comprehensive street knowledge of service area including the cities of Joplin, Webb City, Carterville, and Carl Junction.
- Skill in defensive driving techniques.

QUALIFICATIONS:

- Completion of high school or G.E.D and some experience driving professionally.
- Position requires a valid Class B or higher CDL with passenger and airbrake endorsements. Applicants without an airbrake endorsement are acceptable provided they obtain their airbrake endorsement within the first 60 days of hire.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

JOB DESCRIPTION
CITY OF JOPLIN
WASTEWATER LABORATORY SUPERVISOR

TITLE: WASTEWATER LABORATORY SUPERVISOR

DEPARTMENT: PUBLIC WORKS

REPORTS TO: IMMEDIATE SUPERVISOR

DESCRIPTION:

Under general supervision, oversees the operation of the waste water treatment laboratory and performs a variety of laboratory tests to ensure compliance with applicable State and Federal laws, rules, and regulations.

DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability.

TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Resolves day-to-day questions/problems from subordinate staff regarding appropriate equipment, materials, methods, and procedures to be used in conducting and analyzing tests of wastewater influent/effluent; trains new/less experienced workers in procedures/techniques for performing a variety of laboratory tests used to monitor and identify kinds and amounts of solids, bacteria, nutrients, various chemicals, and related organic/inorganic materials in influent/effluent at various stages of treatment.
- Conducts or supervises a variety of laboratory tests to monitor and identify kinds and amounts of solids, bacteria, nutrients, various chemicals/metals, and related organic/inorganic materials in effluent at various stages of treatment, including final discharge; tests and/or calibrates laboratory equipment to ensure accurate and consistent test results; logs results and maintains records of all tests and prepares required State and Federal wastewater treatment oriented reports.
- Prepares a variety of reagents and culture media to facilitate waste water testing and ensure accurate and consistent test results; resolves day-to-day questions/problems from treatment plant operators regarding appropriate materials, methods, and procedures to be used in taking samples of influent and effluent; answers questions from the public regarding wastewater treatment laboratory procedures and activities; maintains inventory of supplies/materials needed, ordering additional supplies as needed.

PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in establishing and maintaining effective working relationships with other staff and the public.

MATHEMATICAL ABILITY

- Skill in conducting a variety of laboratory tests related to wastewater treatment plant operations.
- Skill in maintaining standard laboratory equipment, including preparing solutions/media, checking and calibrating equipment, and operating sterilization equipment.
- Skill in preparing a variety of records and reports.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Knowledge of standard laboratory tests conducted to monitor and identify kinds and amounts of solids and/or bacteria in treated effluent.
- Skill in managing the day-to-day operations of a wastewater treatment laboratory.

- Skill in following complex oral and written instructions, procedures, and guidelines.

PHYSICAL REQUIREMENTS

- Requires high levels of sitting and standing; must be mobile to such a degree that allows efficient and effective job related movement such as moving around a work area or building to perform essential job functions; requires color and depth perception; low levels of twisting and bending; must have degree of manual dexterity sufficient to operate common office equipment such as computers, typewriters, copiers, FAX machines, telephones, and laboratory apparatus.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of the general principles and practices of wastewater treatment.
- Knowledge of State and Federal regulations, standards, and criteria regarding the discharge of effluent.
- Knowledge of State and Federal regulations, standards, and guidelines regarding wastewater treatment and treatment plant operations.
- Knowledge of State and Federal recordkeeping and reporting requirements for wastewater treatment plant operations.
- Knowledge of the principles and practices of employee supervision and training.

QUALIFICATIONS:

- A Bachelor's degree in Chemistry or closely related laboratory science and experience equivalent to four years full time laboratory analysis work.
- Must possess or be able to test and achieve a Missouri Class “D” Wastewater License and Missouri Class “B” Analyst License within one year of appointment.
- Must possess a valid driver’s license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

JOB DESCRIPTION
CITY OF JOPLIN
NEIGHBORHOOD SERVICES MANAGER

TITLE: NEIGHBORHOOD SERVICES MANAGER

DEPARTMENT: PUBLIC WORKS DEPARTMENT

REPORTS TO: IMMEDIATE SUPERVISOR

DESCRIPTION:

Under general supervision, performs a variety of duties related to City of Joplin community and neighborhood development function, as well as plans, coordinates, and reviews the day-to-day activities of subordinate staff responsible for neighborhood and volunteer programming.

DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability are extremely important in this job.
- Must maintain confidentiality.

TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Manages the Neighborhood Revitalization Program and oversees the development of other neighborhood plans; implements strategies for the revitalization of city neighborhoods; facilitates collaborative links between the City of Joplin and community organizations, neighborhoods and local institutions involved in programs to strengthen families and neighborhoods.
- Plans, coordinates, assigns and reviews the work of Neighborhood Services activities and staff to ensure that strategies and programs for the revitalization of the city's neighborhoods are met. Advises neighborhood associations and groups on available resources to meet a particular need in the neighborhood.
- Gathers data and performs analysis on information about neighborhood trends. Generates queries and reports from databases to provide information for projects.
- Serves as the liaison between the neighborhoods and city staff and volunteers. Interacts with community representatives and City departments concerning the neighborhood planning process.
- Supervises the volunteer functions for city projects and programs as they pertain to working in neighborhoods. Assists other agencies with their volunteers and assigns projects and deadlines.
- May assist with the preparation of state and federal grant applications and administration of awarded grants. Compiles data required to meet grantor standards. Summarizes information and data and prepares documents in support of the neighborhood services function. Evaluates community and neighborhood needs, ensures work quality, evaluates progress, recommends changes, identifies problem areas and determines successes.
- Requires a high level ability to communicate orally and in written correspondence.

PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in establishing and maintaining effective working relationships with the employees, community leaders and the general public and all areas of the city.

- Ability to maintain effective relationships with those inside and outside of the organization.

MATHEMATICAL ABILITY
- Skill in maintaining a variety of records and preparing a variety of reports.
- Ability to use hardware and software to track data and accumulate results.

JUDGMENT AND SITUATIONAL REASONING ABILITY
- Ability to interpret federal, state and local program regulations.
- Ability to write and communicate effectively.
- Skill in expressing ideas effectively, both orally and in writing.

PHYSICAL REQUIREMENTS
- Skill in operating a variety of office equipment, including FAX machines, computers, calculators, telephones and copiers.
- May require long periods of sitting.
- Must be mobile to such a degree that allows efficient, effective essential job related movement such as moving around and between buildings or work areas to perform essential job functions.
- Low levels of twisting and bending may be required.
- Must have manual dexterity sufficient to operate equipment such as computers, typewriters, calculators, copiers, FAX machines, and telephones.

ENVIRONMENTAL ADAPTABILITY
- Knowledge of economic and social characteristics and needs of the different community areas.
- Knowledge of the City of Joplin's policies, procedures, and guidelines.
- Knowledge of enforcement procedures for city code/ordinance violations.
- Knowledge of grantor guidelines.
- Knowledge of community development principles and practices.
- Knowledge of program regulations.
- Skill in researching and preparing informational materials.

QUALIFICATIONS:
- An undergraduate degree in Public Administration, Business Administration, Planning, or a closely related field.
- Five years related experience.
- Supervisory experience preferred.
- Experience in working with a variety of individuals, volunteers and/or groups are desired.
- Experience in working with grants and gathering and analyzing data.
- Must possess a valid driver's license and be able to successfully complete a thorough background check (must not have a criminal record or any felony convictions) and successfully complete a physical exam and drug test.

JOB DESCRIPTION
CITY OF JOPLIN
JAIL SHIFT SUPERVISOR

TITLE: JAIL SHIFT SUPERVISOR

DEPARTMENT: JOPLIN POLICE DEPARTMENT

REPORTS TO: IMMEDIATE SUPERVISOR

DESCRIPTION:

Under general supervision, supervises all aspects of a facility. Supervises activities, safety and security in assigned area of responsibility. Supervises activities of detention officers and assignments. Ensures that facility security is maintained under all circumstances. Reports all violations of policies and procedures and keeps the Administrator apprised of unusual or serious incidents in and around the facility that involve inmates or staff and have an impact on the facility or community.

DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Attendance and dependability are extremely important in this job.

TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- In accordance with City policy, State Standards, Police Department procedures and other applicable regulations, implements facility policy and procedures for the proper operation of the facility.
- Perform duties on shift as assigned;
- Directs and supervises all aspects of security for the assigned shift;
- Ensures that all subordinate staff is in proper and complete uniform for performance of their duties;
- Serves on Disciplinary Board;
- Assists in the training of new staff and retraining of existing staff.
- Responsibility to see that policies and procedures for equipment, inmate's valuables and bond money are implemented for all jail staff.
- Reviews procedures to ensure suitability and makes recommendations for changes as required;
- Assist jail staff in their assigned duties when needed.

PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in establishing and maintaining effective working relations with others and handle difficult interpersonal contacts;
- Skill in expressing oneself, clearly and concisely, both orally and in writing;

MATHEMATICAL ABILITY

- Implementation for inmate's valuables and bond money.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Skill in applying supervision techniques to problems of administration and devise workable solutions;
- Skill in assigning, training, supervising and evaluating the work of others.
- Skill in supervising the preparation of a variety of standard records and reports;

PHYSICAL REQUIREMENTS

- Strong hand-eye coordination;

- Ability to: use personal computers for logs;
- Climb stairs; move heavy objects via pushing, pulling, etc; crawl through small spaces; kneel or crouch in small, confined areas; lift materials, equipment and persons exceeding 100lbs.;
- Adjust to disruptions in sleep patterns as a result of rotation and/or irregular shift work.

ENVIRONMENTAL ADAPTABILITY

- Knowledge of the principles and practices of detention facility management;
- Knowledge of pertinent corrections law, rules and regulations;
- Knowledge of the principles and practices of supervision and training;
- Knowledge of the concepts of treatment delivery systems;

QUALIFICATIONS:

- High school diploma, GED certification or equivalent.
- Require three years' experience working in a jail facility, correctional facility, law enforcement capacity, or related field which preferably includes one year in a supervisory capacity; or have verifiably served for at least one full year within a jail facility or correctional facility in a leadership capacity, such as Senior Officer, Training Officer, or similar position with comparable responsibilities.
- Additional education may be substituted on a year-for-year basis.
- Minimum age requirement: Must be at least 19 years of age.
- Must possess a valid driver's license and be able to successfully complete a thorough background check (must not have a criminal record or any felony convictions) and successfully complete a physical exam and drug test.

JOB DESCRIPTION
CITY OF JOPLIN
FLEET MAINTENANCE SUPERVISOR

TITLE: FLEET MAINTENANCE SUPERVISOR

DEPARTMENT: CITY MANAGER

REPORTS TO: IMMEDIATE SUPERVISOR

DESCRIPTION:

Under limited supervision, directs the maintenance and repair of the City's motor vehicles and motorized equipment.

DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Plans, organizes, prioritizes, assigns, and inspects the work of subordinate mechanics and other staff; monitors and evaluates job performance; provides on-the-job training; develops and implements shop safety standards and procedures; develops and implements a preventive maintenance program for City equipment/vehicles to ensure their efficient, effective operation and maximize their operating life; notifies vehicle/equipment users of scheduled maintenance.
- Supervises a wide variety of repair services for automobiles, motorcycles, ATV, lawn and garden equipment, sporting vehicles (such as but not limited to golf carts) trucks (of various size and configurations) and heavy equipment, including lubrication and tire repair, the servicing/tuning of engines, overhauling and rebuilding of engines, transmissions, rear-end assemblies, carburetors, fuel injection systems, fuel and water pumps and hydraulic systems, the installation of clutches, shock absorbers, radiators, lights, and electrical components, and the fabrication and installation of custom/special use equipment and any other repairs and or modifications that may be required.
- Performs a variety of administrative activities, including maintaining records of shop activities and parts, supplies, and materials used, maintaining an adequate inventory of parts and supplies needed for routine maintenance activities, preparing and monitoring annual budget, preparing monthly billings for services performed for user Departments, tracking warranties and sending covered vehicles/equipment for authorized service/repair, and evaluating condition of equipment due for replacement.
- Oversees inventory control of parts, supplies and products used in the repair and maintenance of vehicles owned and operated by the City of Joplin.

TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Skill in establishing and maintaining effective working relationships with staff, other Department heads, and the public.
- Skill in providing leadership to and evaluating the work of others.

MATHEMATICAL ABILITY

- Skill in managing parts, supplies and material inventory control and accounting practices.
- Knowledge of record keeping principles and practices.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Skill in understanding and interpreting complex rules, regulations, policies, and guidelines.
- Skill in diagnosing, maintaining, and repairing a variety of diesel and gasoline powered automotive equipment/vehicles.
- Skill in analyzing work volume and efficiently utilizing staff resources to accomplish unit objectives.
- Skill in planning, organizing, and directing a program for repairing and maintaining a large vehicle fleet.
- Knowledge of preventive maintenance scheduling benefits, principles and practices.
- Knowledge of methods, materials, and equipment used in automotive and mechanical equipment repair.

PHYSICAL REQUIREMENTS

- Requires high levels of standing, bending, twisting, squatting, and carrying; medium to heavy lifting may be required in specific positions; manual dexterity to such a degree as to allow proper assembly, maintenance, and operation of job related equipment such as specialized maintenance/repair tools and equipment or specialized vehicles; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self and others while working.

ENVIRONMENTAL ADAPTABILITY

- Skill in management of several vehicle maintenance projects/activities concurrently.
- Knowledge of principles and practices of supervision, including employee training and evaluation.
- Knowledge and understanding of the principles and practices of vehicle maintenance operation.

QUALIFICATIONS:

- Graduation from high school or G.E.D. equivalent.
- Experience equivalent to five years full time journey level diesel/ heavy equipment mechanic work, at least three years of which involved supervisory responsibilities.
- Must possess a valid Missouri CDL at the level required for the equipment operated or obtain within 90 days.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

JOB DESCRIPTION
CITY OF JOPLIN
ASSISTANT PARKS AND RECREATION DIRECTOR

TITLE: ASSISTANT PARKS AND RECREATION DIRECTOR

DEPARTMENT: RECREATION

REPORTS TO: IMMEDIATE SUPERVISOR

DESCRIPTION:

Manage Parks and Recreation business office operations by providing difficult and complex technical and administrative support functions in the areas of financial reporting and record keeping, accounting, computer software, accounts receivable and payables, purchases, and payroll. Supervises golf course clubhouse operator, golf course maintenance staff and fiscal productivity; schedules and supervises senior clerk staff. Scheduled working hours will vary depending on department operations.

GENERAL DUTIES AND RESPONSIBILITIES:

THE FOLLOWING DUTIES ARE NORMAL FOR THIS TITLE. THESE ARE NOT TO BE CONSTRUED AS EXCLUSIVE OR ALL-INCLUSIVE. OTHER DUTIES MAY BE REQUIRED AND ASSIGNED.

- Responsible for all financial procedures and records of the Parks and Recreation Department, by the utilization of recreation software which includes:
    - Account posting, maintenance of cash disbursements records and reports, cash receipts, accounts payable, and accounts receivable summaries.
    - Preparing monthly reports that include accounts payable reconciliation, accounts receivable reconciliation, and cash flow reports.
    - Works with patrons to settle insufficient funds and non-payment issues.
- Creates and implements fiscal and cash handling controls and procedures.
- Assists with the development and preparation of parks and recreation budget.
- Monitors department expenditures and budget. Monitors budget performance and prepares financial management reports; recommends corrective actions for resolution of budget performance issues.
- Develops and implements operational manual as it relates to expenditures, cash handling and collection policies and procedures.
- Coordinates the development, training, and effective use of department computer system and interfaces with technology services vendor.
- Maintains automated registration, rental, and point of sale programs for golf course, sports complex and park facilities.
- Maintains communication with the management team, and acts as liaison to City Finance Department and City Information Technology Department.
- Provides data entry of automated fiscal, budgetary, payroll, customer service and business office activities. Prepares audits and verifies payroll information.
- Coordinates department purchasing, oversees concessions operations for all venues. Develops bids for office equipment, computer systems, and software.
- Assists in the development, identification and internal management of alternate funding sources, grants, partnerships, and donations to ensure accounting, reporting requirements and regulations are met.
- Manages department records in accordance with City policies and procedures.
- Prepares and maintains department web page, etc.
- Maintains, updates, and enters information into computer database and automated registration system relative to mailing lists, program and membership, rental and user information.

- Maintains and updates Parks and Recreation Department policy manual, conducts trends analysis, conducts feasibility studies.
- Prepares and designs public relations, advertising and marketing materials to include press releases, special events, website, promotional and direct mail materials.

SPECIFIC TASKS AND RESPONSIBILITIES:

WHILE FOLLOWING TASKS ARE NECESSARY FOR THIS POSITION, THEY ARE NOT AN ESSENTIAL PART OF THE DUTIES OF THIS POSITION AND MAY ALSO BE PERFORMED BY OTHER EMPLOYEES.

- Provides information to the public, vendors, auditors, and City staff requiring explanation of policies, rules, and/or procedures.
- Answers telephone and handles customer inquiries.
- Prepares requisitions and maintains inventory of office equipment, parts and supplies.
- Assists with special events and programs, as needed.
- Acts as front desk relief.
- Resolves financial problems and disputes with participants in Parks and Recreation programs.

GENERAL PHYSICAL REQUIREMENTS:

LANGUAGE ABILITY AND INTERPERSONAL COMMUNICATION

- Requires the ability to process, calculate, compute, summate, and/or tabulate data and/or information. Includes the ability to perform subsequent action in relation to these computational operations.
- Requires the ability to explain, demonstrate and clarify to others within well-established policies, procedures and standards. Ability to follow specific instructions and respond to requests from others.
- Requires the ability to utilize a wide variety of reference and technical data and information such as financial reports, spreadsheets, regulations, payroll reports, payment records, collection reports, journal entries, balance sheets, invoices, billing statements, insurance forms, purchase orders, accounts payable reports, computer software operating manuals, accounting principles and correspondence.
- Requires a high level ability to communicate orally and in written correspondence.
- Requires demonstrable ability to provide first line supervision. Ability to persuade, convince, orientate and train others. Ability to advise and provide interpretation regarding the application of policies, procedures and standards to specific situations.

MATHEMATICAL ABILITY

- Requires the ability to perform addition, subtraction, multiplication, division calculate percentages, discounts, and decimals.
- Requires the ability to learn and apply formulas using database software and spreadsheets.

JUDGMENT AND SITUATIONAL REASONING ABILITY

- Requires the ability to carry out instructions furnished in written, oral or diagram form. Involves semi-routine standardized work, with some latitude for independent judgment regarding choices of action.
- Requires the ability to apply principles of rational systems. Ability to interpret instructions furnished in written, oral, diagrammatic or schedule form. Ability to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objective.
- Requires the ability to exercise sound judgment, decisiveness and creativity required in situations involving the evaluation of information against measurable or verifiable criteria.

PHYSICAL REQUIREMENTS

- Requires the ability to operate a variety of office equipment such as computer terminal, word processor, telephone, fax machine, calculator/adding machine, camera, cash register, computer printer and photocopier.

- Requires the ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training, such as data entry.
- Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some combination of lifting, sitting, and carrying of objects weighing twenty-five pounds. Tasks may involve extended periods of time at a keyboard or workstation.
- Requires the ability to recognize and identify degrees of similarities or differences between characteristics of colors, shapes, sounds, tastes, odors and textures associated with job-related objects, materials and tasks.

ENVIRONMENTAL ADAPTABILITY

- Tasks are generally performed in safe and comfortable office surroundings. May experience exposure to adverse environmental conditions that include exposure to environmental factors such as temperature variations and extremes, violence, humidity, disease and/or dust.

GENERAL QUALIFICATIONS:

- Bachelor's degree in Parks and Recreation, business administration, office management or a closely related field.
- Position requires 5 years direct experience in Parks and Recreation operations management, strong knowledge of golf course operations, customer service and/or cash handling.
- Must have a strong knowledge of personal computers, word processing, publisher, and graphic software.
- Experience in general fund accounting preferred. Knowledge of computer systems and software applications related to work including database and spreadsheet applications.
- Detailed experience with back end/programming operations of recreational software is required. Requires knowledge of practices and techniques of automated accounting and financial record keeping and report preparation.
- Exceptional interpersonal, oral and writing skills and the ability to interact positively with a diverse population.
- Must possess a valid driver's license and be able to successfully complete a thorough background check, and successfully complete a physical exam and drug test.

CITY OF JOPLIN-SCHEDULE "A"
SALARY ADMINISTRATION PLAN
AS OF NOVEMBER 1, 2012
PERFORMANCE & COMPETENCY PLAN

* - unclassified position according to city charter

Pay Range	Position	4% Step 1	4% Step 2	4% Step 3	4% PC1	29% Max	34% Max	Total Range %
100	Clerk	19,240	20,010	20,810	21,642	27,919		
	Cook	9.250	9.620	10.005	10.405	13.422		45%
110	Laborer I	21,212	22,060	22,943	23,860	30,760		
	Custodian	10.198	10.606	11.030	11.471	14.798		45%
	Utility Worker							
	WIC Certifier							
120	Airport Operations Worker	22,272	23,163	24,090	25,053	32,319		
	Court Assistant I	10.708	11.136	11.582	12.045	15.538		45%
	Golf Course Operator							
	Transit Dispatcher							
	Transit Driver I							
130	Automotive Service Worker	23,386	24,321	25,294	26,306	33,935		
	Laborer II	11.243	11.693	12.161	12.647	16.315		45%
	Parking Enforcement Officer							
	Senior Clerk							
	Small Engine Mechanic							
	Transit Driver II							
	Wastewater Laboratory Assistant							
	Wastewater Plant Utility Worker							
140	Compliance Officer I	24,555	25,538	26,559	27,621	35,632		
	Detention Officer	11.805	12.278	12.769	13.280	17.131		45%
	Engineering Assistant							
	Equipment Operator							
	Human Resources Assistant							
	Parks Caretaker							
	Utility Locator							
150	Animal Control Officer	25,783	26,814	27,887	29,003	37,413		
	CVB Tourism & Events Specialist	12.396	12.892	13.407	13.944	17.987		45%
	Court Assistant II							
	Licensed Practical Nurse							
	Parks Facilities Maintenance Technician							
	Traffic Markings and Sign Technician							
	Transit Driver Supervisor							

Pay Range	Position	4% Step 1	4% Step 2	4% Step 3	4% PC1	29% Max	34% Max	Total Range %
160	Accounting Specialist	28,426	29,563	30,745	31,975	41,248		
	Airport Operations Supervisor	13.666	14.213	14.781	15.373	19.831		45%
	Automotive Mechanic I							
	Compliance Officer II							
	Evidence Technician							
	Heavy Equipment Operator							
	Human Resources Specialist							
	Legal Specialist							
	Police Officer Trainee							
	Public Safety Communications Operator							
	Systems Operator							
	Wastewater Plant Operator							
170	Assistant City Clerk	29,847	31,041	32,283	33,574	43,310		
	Chief Wastewater Plant Operator I	14.350	14.924	15.521	16.141	20.822		45%
	Crime Analyst/Accreditation Coordinator	10.2497	10.6597	11.0861	11.5295	14.8731		
	Engineering Technician							
	* Executive Assistant/Sec to City Manager							
	Firefighter/EMT							
	Jail Shift Supervisor							
	Lead Cemetery Caretaker							
	Lead Parks Caretaker							
	Neighborhood Improvement Officer							
	Police Officer I							
	Traffic Signal Technician							
	Wastewater Laboratory Technician							
180	Automotive Mechanic II	31,340	32,593	33,897	35,253	45,476		
	Building Maintenance Technician	15.067	15.670	16.297	16.948	21.863		45%
	Neighborhood Services Coordinator							
	Nutritionist I (E)							
	Planning Technician							
	Recycling Coordinator (E)							
	Wastewater Plant Technician							
190	Building Inspector	32,907	34,223	35,592	37,015	47,750		
	Chief Wastewater Plant Operator II	15.820	16.453	17.111	17.796	22.957		45%
	Construction Inspector	11.3003	11.7523	12.2224	12.7113	16.3976		
	Environmental Public Health Specialist I (E)							
	Fire Driver/Engineer							
	GIS Technician							
	Police Officer II							
	Property Negotiator/Appraiser							

Pay Range	Position	4% Step 1	4% Step 2	4% Step 3	4% PC1	29% Max	34% Max	Total Range %
200	Community Health Planner/Educator (E)	34,552	35,934	37,371	38,866	50,137		
	Disaster Recovery Coordinator (E)	16.611	17.276	17.967	18.686	24.104		45%
	Golf and Athletic Field Maint Supervisor (E)							
	Golf Course Maintenance Supervisor (E)							
	Nutritionist II (E)							
	Planner (E)							
	Police Corporal							
	Public Safety Communications Supervisor							
210	Athletic Manager (E)	36,279	37,731	39,240	40,809	52,644		
	Building Maintenance Supervisor (E)	17.442	18.140	18.865	19.620	25.310		45%
	Chief Wastewater Plant Technician							
	Communications Technician							
	Director of Sales/CVB (E)							
	Environmental Public Health Specialist II (E)							
	Facility & Events Manager (E)							
	Fire Apparatus Fleet Manager							
	IT Analyst (E)							
	Land Surveyor (E)							
	Public Safety Communications Manager (E)							
300	Fleet Maintenance Supervisor (E)	38,093	39,617	41,202	42,850		57,419	
	Grants Coordinator (E)							
	Infrastructure Maintenance Supervisor (E)	18.314	19.047	19.809	20.601		27.605	51%
	Plans Reviewer							
	Recreation Supervisor (E)							
	Wastewater Laboratory Supervisor							
	Wastewater Pretreatment Inspector							
310	Communications Technician Manager (E)	39,998	41,598	43,262	44,992		60,290	
	Community Health Nurse (E)	19.230	19.999	20.799	21.631		28.985	51%
	Emergency Management Coordinator (E)	13.7356	14.2850	14.8564	15.4507		20.7039	
	Fire Captain							
	Fire Marshal (E)							
	Jail Administrator (E)							
	Parks Facilities Maintenance Supervisor (E)							
	Police Sergeant							
	Public Information Officer (E)							
	Regional Response Planner (E)							
	Senior Accountant (E)							
	Transportation Coordinator (E)							
	WIC Services Coordinator (E)							

Pay Range	Position	4% Step 1	4% Step 2	4% Step 3	4% PC1	29% Max	34% Max	Total Range %
320	* Assistant Director of Human Resources (E)	41,998	43,678	45,425	47,242		63,304	
	Financial Analyst (E)	20.191	20.999	21.839	22.713		30.435	51%
	Medical Services Coordinator (E)							
	Parks Maintenance Supervisor (E)							
	* Public Defender (E)							
330	Airport Manager (E)	44,098	45,862	47,696	49,604		66,470	
	* Assistant City Prosecutor (E)	21.201	22.049	22.931	23.848		31.957	51%
	* City Clerk (E)							
	Civil Engineer I (E)							
	Fire Training Chief (E)							
	* Municipal Court Administrator (E)							
340	* Assistant City Planner (E)	46,303	48,155	50,081	52,084		69,793	
	Battalion Chief (E)	22.261	23.151	24.077	25.041		33.554	51%
	CDBG Project Manager (E)							
	Chief Building Official (E)	15.9007	16.5367	17.1982	17.8861		23.9674	
	* City Prosecutor (E)							
	Infrastructure Superintendent (E)							
	Neighborhood Services Manager (E)							
	Network Manager (E)							
	Police Lieutenant (E)							
	Wastewater Plant Superintendent (E)							
350	* Assistant City Attorney (E)	48,618	50,563	52,585	54,689		73,283	
	* Assistant Director of Health & Env/Epid Coordinator (E)	23.374	24.309	25.281	26.293		35.232	51%
	* Assistant Director of Parks and Recreation (E)							
	Civil Engineer II (E)							
	* CVB Director (E)							
360	* Assistant Finance Director (E)	51,049	53,091	55,214	57,423		76,947	
	* Assistant Police Chief (E)	24.543	25.524	26.545	27.607		36.994	51%
	* Deputy Fire Chief (E)							
370	Engineering Manager (E)	59,095	61,459	63,918	66,474		89,076	
	* Human Resources Director/Risk Mgmt (E)	28.411	29.548	30.730	31.959		42.825	51%
380	* Assistant Director of Public Works/ Planning Development (E)	62,050	64,532	67,113	69,798		93,529	
	* Assistant Director of Public Works/Operations (E)	29.832	31.025	32.266	33.557		44.966	51%
	* Community Health Director (E)							
	* Municipal Judge (E)							
	* Parks & Recreation Director (E)							
390	* Finance Director (E)	65,153	67,759	70,469	73,288		98,206	
	* Director of Information Services (E)	31.323	32.576	33.879	35.235		47.214	51%
400	* Fire Chief (E)	68,410	71,147	73,993	76,952		103,116	
	* Police Chief (E)	32.890	34.205	35.573	36.996		49.575	51%
410	* Assistant City Manager (E)	71,831	74,704	77,692	80,800		108,272	
	* City Attorney (E)	34.534	35.915	37.352	38.846		52.054	51%
	* Public Works Director (E)							

	Part-Time Hourly	Step 1	Step 2	Step 3
500	Peer Counselor	9.620	10.005	10.405
515	Interpreter/Translator Police Reserve Officer	10.161	10.567	10.990
520	Lead Peer Counselor	11.540	12.002	12.482
530	Court Bailiff	15.000	15.600	16.224

	Seasonal Hourly	Step 1	Step 2	Step 3
600	Lifeguard Cashier	8.250	8.580	8.923
610	Recreation Instructor	9.075	9.438	9.816
620	Laborer Pool Operator	9.438	9.816	10.209
630	School Crossing Guard	9.816	10.209	10.617
640	Aquatic Supervisor Day Camp Director	10.209	10.617	11.042
650	School Crossing Guard Coordinator	10.617	11.042	11.484

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2013-2014 ADOPTED BUDGET
11-Nov-13

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	Transfer Out	001-9003-500-9050	Transfer to Community Developm	$		61,500
	Total General Fund			$	-	61,500
150	Community Development Fund					
	Transfer In	150-0000-460-0201	Transfer from General Fund	$	61,500	-
	Community Planning	150-1505-570-1010	Regular Wages			61,500
	Total CVB Fund			$	61,500	61,500
	Grand Total			$	61,500	123,000

PUBLIC WORKS REORGANIZATION FINANCIAL IMPACT
FY 2014

Fund	Position		FY 2014 Budgeted Wages	FY 2014 Budgeted Benefits	Total Budget	Reorganization Wages	Reorganization Benefits	Total Reorganization	Variance Increase/ (Decrease)	Fund Impact
General Fund										
Engineering	Engineering Manager		$ 93,786	$ 25,837	$ 119,623	$ 79,997	$ 25,143	$ 105,140	$ (14,483)	
Engineering	Civil Engineer II		53,196	24,362	77,558	54,689	25,603	80,292	2,734	
Engineering	Civil Engineer I		47,887	17,342	65,229	49,604	18,342	67,946	2,717	
Operations Planning	Asst. Dir. PW/Operations		56,306	19,241	75,547	62,059	21,287	83,346	7,799	
								General Fund Impact		**$ (1,233)**
Comm. Development										
Comm. Development	Asst. Dir. PW/Planning		61,207	23,908	85,115	64,532	25,476	90,008	4,893	
Comm. Development	Neighborhood Serv. Mgr.	*	24,622	11,243	35,865	60,014	33,668	93,682	57,817	
								Community Development Fund Impact		**62,710**
								Total Impact of Reorganization		**$ 61,477**

*Budgeted wages and benefits based on Community Development Assistant position.

FIRST READING

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 18, 2013

ITEM: COUNCIL BILL NO. 2013-516
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase	**Date:** 11-8-13
Human Resources Director: David Allgood	**Date:** 11-11-13
City Attorney: Brian Head	**Date:** 11-11-13
City Manager: Mark Rohr	**Date:** 11-11-13

INTRODUCTION:
This Council Bill upgrades the LAGERS retirement plan for general employees of the City from LT-14 (65) to L-6.

DISCUSSION:
During the 2014 budget process, the General Employee Benefit Association requested an upgrade to their current LAGERS plan. The current LT-14 (65) benefit program is fully funded by the City and provides retirees a 1.75% benefit factor (or multiplier) for life, plus an additional temporary benefit factor of .50% payable to the retiree until he/she reaches age 65. The contribution rate for this plan would have been 13.1% for the upcoming fiscal year.

The L-6 benefit program shall be fully funded by the City and provides retirees a 2% benefit factor (or multiplier) for life. This option locks the City into a contribution rate of approximately 15.5 to 16%, plus or minus for funding issues. The contribution rate for the upgraded plan shall be 15.5% this year.

In light of the resolution of the funding of the policemen's and firemen's pension funding issue, Council decided at the budget work sessions to grant an upgrade to the LAGERS plan to the L-6 plan for the general employees, effective January 1, 2014.

RECOMMENDATION:

City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2013-516 **ORDINANCE NO.**

AN ORDINANCE adopting a change in the Benefit Program of the City of Joplin under the Missouri Local Government Employees Retirement System of covered employees from LT-14 (65) to L-6, in accordance with RSMo. Section 70.656, and setting a date when this ordinance shall become effective.

WHEREAS, the Council of the City of Joplin, Missouri, has determined it is in the best interests of general employees to change the LAGERS Benefit Program of covered employees from LT-14 (65) to L-6, in accordance with the provisions of Section 70.705, RSMo., 1994, et. Seq.; and,

WHEREAS, the Council of the City of Joplin, Missouri, desires to upgrade the LAGERS Benefit Program of covered employees from LT-14 (65) to L-6, and,

WHEREAS, the City Administration duly requested an actuarial evaluation of the proposed LAGERS Benefit Program and the same has been on file with the City Clerk since October 22, 2013, in accordance with RSMo., Section 70.656.

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

Section 1. That the City of Joplin does hereby adopt a change in the Benefit Program for certain covered City general employees under the Missouri Local Government Employees Retirement System from LT-14 (65) to L-6 (2% for life).

Section 2. That the City Clerk is hereby directed to certify this change to the Missouri Local Government Employees Retirement System.

Section 3. That this ordinance shall become effective on January 1, 2014.

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

_____ day of _____, 2013.

COUNCIL BILL NO. 2013-516 ORDINANCE NO.

Melodee Colbert-Kean, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney